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U.S. DISTRICT COURT
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**UNITED STATES DISTRICT COURT FOR THE
SOUTHERN DISTRICT OF NEW YORK**

LEASON ELLIS LLP,

Plaintiff,

v.

USA TRADEMARK ENTERPRISES, INC.
TIMEA CSIKOS and ANDRAS NEMETH,

Defendants.

Civil Action No.

12 CV 0020

JUDGE RAMOS

COMPLAINT

Plaintiff Leason Ellis LLP (“Leason Ellis” or “Plaintiff”), a New York limited liability partnership, acting *pro se*, alleges for its Complaint against Defendants USA Trademark Enterprises, Inc., Timea Csikos and Andras Nemeth (collectively “USA Trademark” or “Defendants”) as follows:

THE PARTIES

1. Plaintiff Leason Ellis is a New York limited liability partnership with its address at One Barker Avenue, Fifth Floor, White Plains, New York 10601.

2. Upon information and belief, Defendant USA Trademark Enterprises, Inc. (“USA Trademark Enterprises”) is a Florida corporation with its address at 677 N. Washington Blvd. #57, Sarasota, Florida 34236.

3. Upon information and belief, Defendant Timea Csikos (“Csikos”) is an officer or principal of USA Trademark Enterprises.

4. Upon information and belief, Csikos has an address at 677 North Washington Blvd., Suite #57, Sarasota, Florida 34236.

5. Upon information and belief, Defendant Andras Nemeth (“Nemeth”) is an officer or principal of USA Trademark Enterprises.

6. Upon information and belief, Nemeth has an address at 677 North Washington Blvd., Suite #57, Sarasota, Florida 34236.

7. Upon information and belief, Csikos and Nemeth are the primary actors in the tortious acts complained of herein, including the activities of USA Trademark Enterprises.

8. Upon information and belief, USA Trademark Enterprises is operating as the agent of Csikos and Nemeth such that all corporate transactions of USA Trademark Enterprises are subject to the complete control and direction of Csikos and Nemeth.

9. Upon information and belief, Csikos and Nemeth are the driving force behind USA Trademark Enterprises’ solicitations in this District, including those to Plaintiff and its clients, and that, but for Csikos and Nemeth, none of the tortious acts complained of herein would have been committed.

JURISDICTION

10. This Court has personal jurisdiction over Defendants by reason of their transaction of business in the State of New York and in this District and the commission of tortious acts within the State of New York and in this District pursuant to New York's C.P.L.R. §§301 and 302.

11. The subject matter jurisdiction of this Court over Counts I and II rests upon causes of action arising under the Trademark Act of 1946 (as amended), 15 U.S.C. §§1051 et seq. Therefore, this Court has original jurisdiction over these Counts pursuant to 15 U.S.C. §1121, and 28 U.S.C § 1338(a).

12. Counts III through VI are joined as substantial and related claims and, accordingly, subject matter jurisdiction for these Counts is conferred upon this Court pursuant to 28 U.S.C. §1338(b) and the doctrine of pendent jurisdiction.

13. Venue is proper in this judicial district pursuant to 28 U.S.C. §1391.

FACTS COMMON TO ALL COUNTS

Plaintiff and its Business

14. Plaintiff is a well-regarded law firm practicing primarily in the area of intellectual property law including trademark law.

15. Clients of Plaintiff include large, midsize, and small companies and organizations as well as partnerships and individuals.

16. In providing trademark-related services for its clients, among other things, Plaintiff assists its clients in obtaining trademark registrations with the United States Patent and Trademark Office (the "USPTO").

17. Plaintiff regularly receives inquiries from clients who have received unsolicited offers for trademark-related services in the United States.

18. Upon information and belief, many of the unsolicited offers received by Plaintiff's clients originate from entities outside the United States.

19. The International Trademark Association ("INTA"), a long-standing and world-renowned association of trademark owners, professionals and academics, has warned trademark owners about unsolicited offers for trademark related services in the United States. See www.inta.org/TrademarkBasics/FactSheets/Pages/UnsolicitedOffersUS.aspx. A printout of the warning is attached as **Exhibit A**.

20. According to INTA, some companies try to confuse trademark owners by attempting to appear as "official" as possible. Furthermore, such companies try to trick trademark filers into paying fees for unnecessary services which duplicate what the USPTO does without charge.

Defendants' Activities

21. Upon information and belief, one such company seeking to confuse trademark owners into purchasing valueless services under color of authority is USA Trademark.

22. Upon information and belief, USA Trademark has an internet website located at www.trademark-us.com (the "Website"). A printout of the website is attached as **Exhibit B**.

23. Upon information and belief, despite listing a Florida address on the Website and in its solicitations, USA Trademark may be operating out of Hungary. The IP address for the domain name www.trademark-us.com is located in Hungary.

24. The Website contains many grammatically incorrect statements such as “[w]e recommend you to take this registration” and “[b]y paying the indicated amount you accept this offer that will approve the listing.”

25. Upon information and belief, USA Trademark selected the name “USA Trademark Enterprises” to make them seem like an official organization or an authorized entity affiliated with the U.S. government.

26. Upon information and belief, the primary business of USA Trademark is to publish the “TM Selection” catalog (the “TM Selection”).

27. Upon information and belief, USA Trademark charged consumers \$960 for inclusion in the 2011 edition of the TM Selection.

28. Upon information and belief, the TM Selection purports to be a yearly international catalog of newly registered trademarks.

29. Upon information and belief, USA Trademark claims that it sends its TM Selection mainly to professional organizations, business associations, chambers of industry and commerce.

30. Upon information and belief, USA Trademark does not promote itself in the traditional manner of supplying commercial products or services. Instead, upon information and belief, USA Trademark is promoting itself as a means of facilitating public notice of a trademark owner’s intellectual property rights (a function that it already satisfied as a matter of course through, *inter alia*, federal registration (*see* 15 U.S.C. § 1072)).

31. Upon information and belief, USA Trademark claims that registration of a trademark provides the exclusive right to be published in the TM Selection and also to qualify for a complimentary hard copy of the TM Selection.

32. Upon information and belief, USA Trademark claims on the Website that its TM Selection catalog is distributed in America, Europe, Asia, and Australia.

33. Upon information and belief, notwithstanding the other claims made on the Website and in USA Trademark's marketing literature, the "General Terms and Conditions" to the Website (the "General Terms and Conditions") state that the TM Selection is merely a promotional publication to be distributed in Europe and overseas. A copy of the General Terms and Conditions is attached as **Exhibit C**. Thus, despite USA Trademark's suggestive promotion of itself as enhancing intellectual property protection, the "fine print" exposes the entire operation as nothing more than ineffectual "advertising."

34. Upon information and belief, the General Terms and Conditions are inconsistent with the commercial speech and marketing efforts USA Trademark utilizes to promote its useless products and services, and constitutes an admission that the goods and services are worthless.

35. Upon information and belief, the TM Selection is nothing more than a scam.

36. Upon information and belief, the TM Selection does not provide consumers with any commercial value commensurate with its cost.

37. Upon information and belief, there are many postings on the internet describing USA Trademark and/or the TM Selection as a scam or otherwise fraudulent product.

38. Trademark attorney and noted commentator Erik M. Pelton, a former Examining Attorney with the USPTO, posted an example of a solicitation by Defendant for publication the "TM Selection" catalog on his website at www.erikpelton.com/2012/01/18/trademark-applicants-beware-update-on-trademark-scams. A copy of the posting is attached as **Exhibit D**. Mr. Pelton stated in the posting that it was his opinion that such solicitations are "almost entirely worthless and possibly fraudulent because they (i) are artfully crafted to look like official

government requests [. . .] and (ii) the services offered are of little or no value, are not described in detail, and are not performed by an attorney.”

39. The posting at <http://adwarespywareremoval.biz/adware-spyware-removal-news/uncategorized/trademark-rogue-business> describes the solicitation letter from USA Trademark as a well executed phishing scam. A copy of the posting is attached as **Exhibit E**.

40. The posting at www.dataprotectioncenter.com/security/trademark-rogue-business describes the TM Selection as a fraudulent business. A copy of the posting is attached as **Exhibit F**.

41. Upon information and belief, the deadline to apply for inclusion in the TM Selection is August 31, 2012.

42. Upon information and belief, USA Trademark intends to publish the next edition of the TM Selection in autumn of 2012.

Defendants' Solicitation of Plaintiff and its Clients

43. USA Trademark has even solicited Plaintiff to appear in the TM Selection.

44. Plaintiff is the owner of United States Registration No. 3,844,312, dated September 7, 2010, of the mark LEASON ELLIS and Design for “legal services” in Class 45 (the “Registration”). A copy of the registration certificate is attached as **Exhibit G**.

45. In or about 2011, Plaintiff, located in this District, received a solicitation offer in the mail from USA Trademark to have the listing of the information in the Registration appear in the TM Selection (the “Solicitation Offer”). A copy of the Solicitation Offer is attached as **Exhibit H**.

46. Upon information and belief, USA Trademark designed the Solicitation Offer in such a manner so as to create the appearance that it came from an official organization or an authorized entity affiliated with the U.S. government.

47. Upon information and belief, clients of Plaintiff have received solicitations from USA Trademark, similar to the one shown in Exhibit H, to have information from their trademark registrations, obtained through the efforts of Plaintiff, appear in the TM Selection.

48. Upon information and belief, the solicitations of USA Trademark have confused clients of Plaintiff into mistakenly believing that such solicitations emanate from a legitimate enterprise or by an entity affiliated with the U.S. government.

49. Upon information and belief, the solicitations of USA Trademark have confused clients of Plaintiff into mistakenly believing that such solicitations concern *bona fide* services which should have otherwise been offered by Plaintiff.

50. Upon information and belief, the solicitations of USA Trademark to clients of Plaintiff have resulted in lost time and expense for Plaintiff to investigate the facts and advise its clients accordingly.

51. Upon information and believe, the activities of USA Trademark have damaged the integrity of the trademark process by causing consumers to doubt the legitimacy of trademark communications and the value of effective trademark notice.

52. The aforesaid activities of USA Trademark have damaged Plaintiff and its clients and are likely to continue to damage Plaintiff and its clients unless otherwise restrained.

COUNT I

(Federal Unfair Competition under 15 U.S.C. §1125(a))

53. Plaintiff repeats and realleges the averments contained in Paragraphs 1 through 52 of this Complaint as if fully set forth herein.

54. Count I is for Defendants' federal unfair competition pursuant to 15 U.S.C. § 1125(a).

55. Plaintiff provides advice and services concerning the domestic and international registration of trademarks, as well as the protection and exploitation of such marks and, as such, necessarily competes with USA Trademark in the marketplace of trademark-related legal services.

56. The foregoing acts and conduct of USA Trademark Enterprises, Csikos, and Nemeth have caused and are likely to cause confusion, to cause mistake, and/or to deceive the public, including clients of Plaintiff, into mistakenly believing that USA Trademark and its activities are authorized, endorsed, sponsored or approved by Plaintiff, the trademark bar, and/or the USPTO, or that USA Trademark and its activities originate with, are connected with, or are associated with Plaintiff, licensed trademark counsel, and/or the USPTO.

57. The foregoing acts and conduct of USA Trademark in commercial advertising and promotion have misrepresented the nature, characteristics, qualities, and origin of its goods and services and its commercial activities.

58. Defendants' unlawful actions have caused and are continuing to cause unquantifiable damages to Plaintiff.

59. By reason of the foregoing, Plaintiff is being damaged by Defendants' willful activities and will continue to be damaged unless Defendants are enjoined from said acts.

60. Plaintiff has no adequate remedy at law.

COUNT II

(Federal False Advertising under 15 U.S.C. §1125(a))

61. Plaintiff repeats and realleges the averments contained in Paragraphs 1 through 60 of this Complaint as if fully set forth herein.

62. Count II is for Defendants' false advertising pursuant to 15 U.S.C. § 1125(a).

63. The foregoing acts and conduct of USA Trademark Enterprises, Csikos, and Nemeth have caused and are likely to cause confusion, to cause mistake, and/or to deceive the public, including clients of Plaintiff, to the nature, characteristics, qualities, origin, and/or affiliation of USA Trademark's products and services, as advertised.

64. The aforesaid marketing materials distributed by USA Trademark to consumers in this District, including Plaintiff, contain commercial speech that is either literally false as stated or at least likely to deceive or confuse consumers exposed to such marketing materials.

65. The aforesaid marketing materials of USA Trademark contain material misrepresentations of fact which possess a strong capacity for deception.

66. Upon information and believe, the aforesaid misrepresentations of fact by USA Trademark have resulted in actual deception of consumers in this District as to the nature, characteristics, qualities, origin, and/or affiliation of USA Trademark's products and services, as advertised.

67. Defendants' unlawful actions have caused and are continuing to cause unquantifiable damages to Plaintiff.

68. By reason of the foregoing, Plaintiff is being damaged by Defendants' willful activities and will continue to be damaged unless Defendants are enjoined from continuing to commit the aforesaid acts.

69. Plaintiff has no adequate remedy at law.

COUNT III
(Unfair Competition under New York Common Law)

70. Plaintiff repeats and realleges the averments contained in Paragraphs 1 through 69 of this Complaint as if fully set forth herein.

71. Count III is for Defendants' unfair competition in violation of New York common law.

72. Upon information and belief, USA Trademark Enterprises, Csikos, and Nemeth knowingly solicit products and services in this District and throughout the United States that grossly exceed their advertised value.

73. Upon information and belief, USA Trademark knowingly makes such solicitations under the color of false authority in order to appear legitimate to unsuspecting trademark owners who do not know that the proffered services are a sham.

74. By reason of the foregoing, the unlawful actions of USA Trademark have been committed in bad faith so as to unjustly profit from providing useless services to unsuspecting trademark owners seeking to protect their rights.

75. By reason of the foregoing, USA Trademark is engaged in unfair competition with Plaintiff.

76. Defendants have caused and are continuing to cause unquantifiable damages to Plaintiff.

77. By reason of the foregoing, Plaintiff is being damaged by Defendants' willful activities and will continue to be damaged unless Defendants are enjoined from continuing to commit the aforesaid acts.

78. Plaintiff has no adequate remedy at law.

COUNT IV

(Deceptive Acts and Practices under New York Statutory Law)

79. Plaintiff repeats and realleges the averments contained in Paragraphs 1 through 78 of this Complaint as if fully set forth herein.

80. Count IV is for Defendants' unlawful, unfair, and fraudulent business practices in violation of New York General Business Law § 349.

81. The aforesaid acts of USA Trademark Enterprises, Csikos, and Nemeth, namely USA Trademark's misrepresentation of the nature, characteristics, qualities, origin, and/or affiliation of its products and services, constitutes unlawful and deceptive acts and practices which result in a likelihood of confusion and deception of the public.

82. Such actions by Defendants are being directed to consumers in this District, including Plaintiff, and thereby constitute unlawful, unfair, deceptive, and fraudulent business practices in violation of New York General Business Law § 349.

83. Defendants' unlawful actions have caused and are continuing to cause unquantifiable injury and damages to Plaintiff.

84. By reason of the foregoing, Plaintiff is being damaged by Defendants' willful activities and will continue to be damaged unless Defendants are enjoined from continuing to commit the aforesaid acts.

85. Plaintiff has no adequate remedy at law.

COUNT V

(False Advertising under New York Statutory Law)

86. Plaintiff repeats and realleges the averments contained in Paragraphs 1 through 85 of this Complaint as if fully set forth herein.

87. Count V is for Defendants' unlawful, deceptive, and misleading advertising in violation of New York General Business Law § 350.

88. The aforesaid acts of USA Trademark Enterprises, Csikos, and Nemeth, namely USA Trademark's public dissemination of consumer-oriented marketing materials that misrepresent the nature, characteristics, qualities, origin, and/or affiliation of USA Trademark's products and services in a material way, constitutes unlawful and deceptive acts and practices which result in a likelihood of confusion and deception of the public.

89. Such actions by Defendants are being directed to consumers in this District, including Plaintiff, and thereby constitute false and misleading advertising in violation of New York General Business Law § 350.

90. Defendants' unlawful actions have caused and are continuing to cause unquantifiable injury and damages to Plaintiff.

91. By reason of the foregoing, Plaintiff is being damaged by Defendants' willful activities and will continue to be damaged unless Defendants are enjoined from continuing to commit the aforesaid acts.

92. Plaintiff has no adequate remedy at law.

COUNT VI

(Tortious Interference with Prospective Economic Relations)

93. Plaintiff repeats and realleges the averments contained in Paragraphs 1 through 92 of this Complaint as if fully set forth herein.

94. Count VI is for Defendants' tortious interference with prospective economic relations in violation of New York common law.

95. Plaintiff has contractual relationships with its clients.

96. Plaintiff is listed as filing correspondent in the records of the USPTO for trademark registrations obtained on behalf of its clients.

97. Upon information and belief, USA Trademark mines the records of the USPTO before sending solicitations for trademark-related services to its prospective customers including clients of Plaintiff.

98. Upon information and belief, USA Trademark knew or reasonably should have known, based upon the publicly available records of the USPTO, of the attorney-client relationship between Plaintiff and those clients of Plaintiff to whom USA Trademark sent solicitations for trademark-related services.

99. USA Trademark has intentionally and tortiously interfered in the business relationship between Plaintiff and its clients to whom USA Trademark sent solicitations for trademark-related services.

100. USA Trademark has used dishonest, unfair and improper means in interfering with the business relations between Plaintiff and its clients.

101. By reason of the foregoing, Defendants have caused injury to the business relationship between Plaintiff and its clients.

102. Defendants' unlawful actions have caused and are continuing to cause unquantifiable injury and damages to Plaintiff.

103. By reason of the foregoing, Plaintiff is being damaged by Defendants' willful activities and will continue to be damaged unless Defendants are enjoined from continuing to commit the aforesaid acts.

104. Plaintiff has no adequate remedy at law.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for the following relief:

- i. An Order permanently enjoining and restraining Csikos and Nemeth as well as USA Trademark Enterprises, its subsidiaries, divisions, branches, affiliates, predecessors or successors in business, parents and wholly owned or partially owned entities of the party, and any entities acting or purporting to act for or on behalf of the foregoing, including any agents, employees, representatives, officers, directors, servants, partners, and those persons in active concert or participation with them, from advertising, promoting, offering for sale, soliciting, and selling the TM Selection and any similar product or service.
- ii. An Order requiring an accounting of USA Trademark's profits pursuant to its unlawful activities, including any profits derived by Csikos and Nemeth.
- iii. Plaintiff to be awarded its costs and damages pursuant to New York General Business Law §§ 349 and 350, and New York common law.
- iv. An Order awarding Plaintiff actual and punitive damages in view of the willfully unlawful marketplace misconduct of USA Trademark Enterprises, Csikos, and Nemeth.
- v. An Order trebling the award of Plaintiff's damages in view of the reckless, willful, and intentional nature of Defendants' conduct.
- vi. An Order deeming this case exceptional pursuant to 15 U.S.C. § 1117(a) and awarding Plaintiff its costs and reasonable legal fees associated with bringing this action.
- vii. An Order awarding Plaintiff pre-judgment interest.
- viii. Plaintiff to be awarded such other and further relief as the Court may deem just and equitable under the circumstances herein.

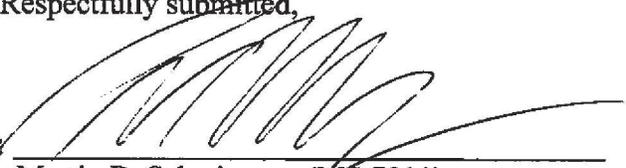
JURY DEMAND

Plaintiff demands trial by jury on all issues triable to a jury.

Dated: January 25, 2012
White Plains, New York

Respectfully submitted,

By:



Martin B. Schwimmer (MS 7011)
Peter S. Sloane (PS 7204)
Cameron S. Reuber (CR 7001)

One Barker Avenue, Fifth Floor
White Plains, New York 10601
Phone: (914) 288-0022
Fax: (914) 288-0023

Counsel for Plaintiff

EXHIBIT A



Global Trademark Research

Fact Sheets Maintaining a Registration

 Print Page



[Fact Sheets Home](#)

Unsolicited Offers for Trademark-Related Services in the United States

Brand owners beware! If you have ever filed a trademark application with your country's trademark office, it is likely that you will be the target of companies that attempt to confuse brand owners into paying unnecessary fees.

Trademark filings are a matter of public record. Thus, anyone with an Internet connection and a minimal amount of training has access to the particulars of trademark applications and registrations. As a result, some companies try to trick trademark filers into paying fees for unnecessary services.

This is how the trick works. Armed with your trademark, name, and address and similar information for thousands of other trademark owners, these companies mass mail a very official-looking form requesting the payment of fees (usually an odd amount, such as \$587.00) to "publish" or "register" your trademark. The services offered by these companies often are unnecessary and duplicate what the USPTO does for free. In other situations, the mailing may offer what might otherwise be a legitimate service (e.g., a trademark watch service), but may be intended to confuse the trademark owner into believing that the service is offered by an official government agency (e.g., by using a name, such as "USTPA," that sounds like an official governmental body).

Entities reported to INTA that engage in this type of activity include:

- TMI Trademark Info Corporation, in Texas
- United States Trademark Protection Agency (USTPA), in Seattle, Washington
- Global Edition KFT
- Trademark Renewal Service, in Washington, D.C.
- Globus Edition S.L., in Palma de Mallorca, Spain
- Company for Economic Publications Ltd., in Austria
- Institute of Commerce for Industry, Trade, and Commerce, in Switzerland
- CPI (Company for Publications and Information) Anstalt, in Liechtenstein
- Société pour Publications et Information S.A.R.L., in Vienna, Austria

Beware that these entities are constantly changing their names and addresses, so this is not a comprehensive list.

How do I know what notices are legitimate?

Before paying any trademark-related fees, verify that the invoice is from an authorized entity. If the notice appears to be from a governmental entity, make sure it is the United States Patent and Trademark Office. No other governmental entity will contact you regarding your application. Of course, many of the companies that try to confuse trademark owners attempt to appear as "official" as possible. Note that the Patent and Trademark Office in the United States, and in virtually all other countries, does not write directly to the applicant if it is represented by local counsel. Accordingly, if you are represented by a lawyer or agent, pay particular attention to any unsolicited mail you may receive that purports to relate to your trademark. When in doubt, contact your trademark counsel about documents of questionable authenticity or merit that are related to your trademarks.

Please give us your feedback on whether this fact sheet was helpful or if you have suggestions for other fact sheet topics.

EXHIBIT B



Welcome to our website

Welcome to the USA Trademark Enterprises, Inc. homepage. Our primary business activity is to publish the TM Selection; a yearly, unofficial, but international catalog of newly registered trademarks.

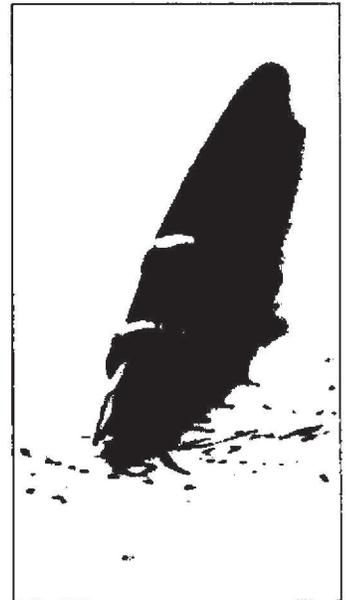
The USA Trademark Selection is a wide-ranged repository of information on trademarks around the whole world. The TM Selection's role is to provide a guide for branded goods and services with full particulars such as company name, address, international classification of goods and/or services and the image/description of the protected intellectual property.

The TM Selection is a structured and assorted list of businesses that possessing a registered trademark. Our main aim is to create a guide for these branded goods and/or services, and give a global impression of new trends including designs, intellectual properties, newly registered companies, etc. Experts working in the trademark and other various sectors of the international economy should be acquainted with the latest trends, that is critical in successfully navigating today's increasingly complex market place.

Although the TM Selection is updated on an on-going basis, data on trademarked businesses are released annually.

For more information about how to register and list your trade/service marks in the upcoming TM Selection 2012 catalog, please visit the page.

The USA Trademark Selection Catalog 2011 was closed on 15 October. The next release of our publication – USA Trademark Selection Catalog 2012 - is going to be in Autumn, 2012.





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USA Trademark Enterprises, Inc.

The USA Trademark Enterprises, Inc. based in the United States, Florida is a privately owned publishing firm. Our TM Division has gained professional experience in commerce, media, communications and design. We are continually striving to provide outstanding service in an ever-changing environment that's why we always looking for new, exciting and innovative ways to serve better our customers.

We have a passion for excellent quality; we are committed to providing the highest level of service and making a difference in the trademark catalog market. We appreciate your business and focus on ways to grow together for the future.



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The TM Selection catalog

A trademark is a word (or words), a design (symbol), or a combination of these, to uniquely identify officially registered goods and/or services and legally restrict the use of them. Trademarks are an essential part of the identity, they help deliver brand recognition, and play an important role in marketing and communication. The more well-known trademark is the higher commercial value.

Every year, we are going to issue a high quality, colored, hard-copy format publication, that contains a depiction of the registered mark, the identification of goods and/or services and owner information as well.

What is special about TM Selection? We place a premium on providing a cross-section of newly registered trademarks and for ease of using different goods and services have been classified by the International (Nice) Classification of Goods and Services into 45 Trademark Classes (1 to 34 cover goods, and 35 to 45 services). The idea of this system is to specify and limit the extension of the intellectual property right by determining which goods or services are covered by the mark, and to unify classification systems around the world. For some companies that have multiple logos or trademarks in use, each item will be shown under the adequate international class(es).



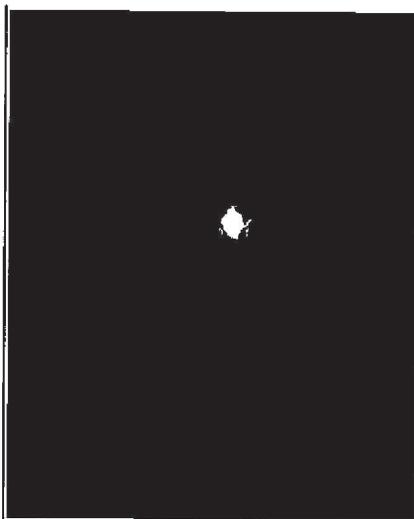
The main benefit of listing your trademark in our catalog is that it provides a notice to the public of the registrant's claim of ownership of the mark. Registration of your trademark(s) gives you the exclusive right to be published in the TM Selection catalog and also qualify for a complimentary hard copy.

In addition, it is distributed in America, Europe, Asia and Australia. We send it mainly to professional organizations, business associations, chambers of industry and commerce but we would like to provide free copies at international fairs and exhibitions as well.

All trademarks represented in this collection are registered by their respective owners and designed for advertise and display products and services. It is prepared without aiming at completeness; it is rather an informative and commercial publication.

[HOW TO REGISTER?](#)

trademark-us.com



If you registered in the USA Trademark Selection Catalogue 2011 and you have NOT received your free copy of the catalogue by mail until 15th Januar, 2012 please send an e-mail: info@trademark-us.com

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General terms and conditions

You may obtain or download a free copy of our [Terms & Conditions](#), please feel free to [contact us](#).

Privacy Policy

We are fully committed to protecting the confidentiality of the information provided by our clients.

Questions or comments on the privacy practices at USA Trademark Enterprises, Inc. may be directed to [our company](#).



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Frequently Asked Questions

How can I get discount for further issues?

Register early and receive discounts on all further publications. We particularly welcome applications in the first quarter of every year. For more information and to apply, please send a request to info@trademark-us.com

How do I know that my Registration Form has been received and that I have been registered?

You should receive a confirmation within five to seven business days after registration. If you do not receive a registration acknowledgement within 10 days after registering, it is very important that you write to our mailing address, or email us to verify that your registration has been received.

Do you charge for my complementary hard copy's shipping?

No. We don't charge any shipping and/or handling fee for that.

What happens if I have registered but I didn't receive my complimentary copy?

Please contact us, and we will be happy to assist you with it.

Are the logos and trademarks colored?

Logos are presented either in color or in black & white. It depends on how was it defined by the owner.

If I do not wish to appear in TM Selection catalog, will it affect my Trade Mark registration?

No. Please be assured that it won't affect your USPTO registration and/or ownership.

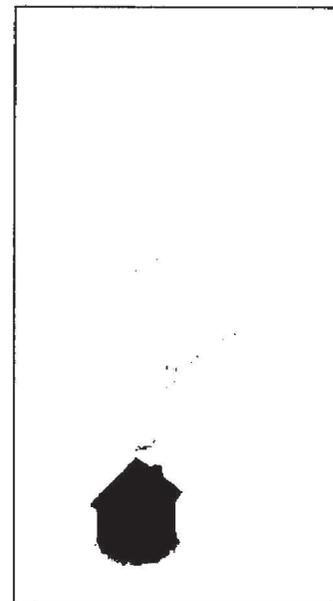
Do you have a Cancellation Policy?

Yes. Full refunds will be issued only if a cancellation is received in writing before the catalog closing date. Cancellations received after the defined date will not be refundable, and also if you not provide us with your unique company ID, we reserve the right to refuse to refund. Thank you for your understanding.

Refunds will not be processed until written request is received. Please allow us three to six weeks processing time.

How do I contact you or get technical support?

All the contact information is listed on the [Contact us](#) page. We welcome your feedback and comments in order to help us edit and develop our website's content. If you need technical support, please send an email to our Web Site Administrator: info@trademark-us.com



trademark-us.com



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Contact us

USA Trademark Enterprises, Inc

677 N. Washington Blvd. #57, Sarasota, FL 34236

If you have any further questions, please contact us by email, mail or fax.

Postal Address:

300 E. Oakland Park Blvd. #347
Wilton Manors, FL 33334
United States

Fax:

1-954-623-3212

E-mail:

info@trademark-us.com

We welcome your questions, comments and feedback!

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How to register?

The law considers a trademark to be a form of property. Protect your property as many ways as you can! Be registered with us and let others know that your marks are in use in commerce or you are intent on using them. We recommend you to take a registration with us and provide a notice to others that the described trademark/service mark is already taken. Our catalog is designed to protect intellectual property owners' rights and contains valuable information that may be useful in many ways. TM Selection also offers unique opportunity to network with other similar companies and establish new contacts all around the world. All information in one place to familiarize you with the latest trademarks' trends.

We offer two easy ways to register:

To apply please find here the downloadable [Registration Form](#) and after completion, mail it to:

USA Trademark Enterprises, Inc
300 E. Oakland Park Blvd. #347, Wilton Manors, FL 33334 United States

You may also request an Registration Form by

email: info@trademark-us.com

fax: 1-954-623-3212



Please do not forget that we must receive your registration by 31th August, 2012.

All future correspondence with the USA Trademark Enterprises, Inc. must include the unique company ID, which will be issued upon registration.

Once you register, please keep informed us of your address changes so you can be reached without delay. You can inform USA Trademark Enterprises, Inc of an address change by writing to the mailing address above, or you may email or fax to us.

Apply now to have your trademark(s) listed in our next edition.

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EXHIBIT C

General Conditions of Service

These General Terms and Conditions are valid from 04/04/2011 until revocation.

These General Terms and Conditions govern the contractual relationship between the company USA Trademark Enterprises, Inc. (hereinafter "the Editor") whose head office is located in 677. N. Washington Blvd. #57, Sarasota, FL 34236 and any subscriber (hereinafter "the Customer") on the appearance in the catalog TRADEMARK SELECTION. The following conditions shall apply to the service provided by the Publisher.

1. Publication

The English version of these general conditions is available online without restriction, on the website www.trademark-us.com; or request by e-mail, mail or fax.

2. Definition of the service

The Publisher provides continuous information about its services on its website, which does not constitute an offer. By sending via mail a letter of offer to the Customer, Publisher presents its offer which concerns the publication of an entry in the catalog TRADEMARK SELECTION to be published in the current calendar year. Publisher shall publish the entry approved by the Customer. The published catalog is a purely promotional publication to be distributed in Europe and overseas. The Publisher shall send to Customer a copy of the catalog as a proof of execution of contract.

3. General conditions of contract

3.1. Conclusion of contract

The conclusion of the contract is based on acceptance of the letter of offer sent to the Customer by the Publisher and constituting an offer of service. The bank transfer of the service fee or paying by check and/or any confirmation of the reference number indicated on the order sheet are considered as a conclusion of contract.

3.2. Completion of contract

Once the contract is concluded following the offer of the Publisher and the order of the Customer, the Publisher shall publish in the catalog the entry approved by the Customer. The Publisher shall send to the Customer a copy of the published catalog as a proof of execution of contract.

3.3. Contract completion process

- Since the publication is preceded by a stage of graphic design and printing preparation, the date of closure of the catalog is set for 15th October of each calendar year.
- The date of publication/completion is set for 15th November of each calendar year.
- Publication distribution is carried out continuously for a minimum of 4 weeks from the date of publication, i.e. until 15th December of the year of publication.

4. Rights and obligations of the Customer

4.1. Termination of contract, refund of fees

The Customer has the right to terminate the contract in writing and without giving any reason, and get a refund of the service fee paid in advance. The Customer may terminate the contract before the date of closure of the catalog, i.e. until 15th October of each calendar year.

In the event of termination, the Publisher agrees to reimburse the Customer the full amount of the service fee pre-paid (via bank transfer). In case of termination of the contract by the Customer, additional bank charges are to be shouldered by the Customer.

4.2. Managing customer requirements

If the Customer would like to add additional data to the catalog entry besides the information specified in the letter of offer, the Publisher must be notified of the details in written form. Following a separate consultation and mutual agreement, the Publisher shall meet the different needs at the best of its abilities.

4.3. Data verification

As the order sheet sent by mail to our potential customers contains all the necessary information for creating the future entry, a test copy will only be sent for review upon request of the Customer. The Customer must notify the Publisher in written (by e-mail, mail or fax) and before the date of closure about any incorrect or invalid data contained on the order sheet. The Publisher cannot be held responsible for any errors in the catalog entry resulting from the non-compliance with this requirement.

4.4. Managing complaints against content and quality

Any customer claim may be made within 2 months from the date of publishing of the catalog, i.e. until 15th January. The Publisher is not obliged to consider or accept claims lodged beyond this period. The Publisher is liable for any errors in content or quality of the published version due to his own fault. The Publisher shall reimburse the Customer the full amount of the service fee paid in advance, but is not required to pay compensation.

5. Rights and obligations of the Publisher

The Publisher agrees to proceed as defined in these terms when providing service. The Publisher must fully respect the content of these general conditions, and is responsible for the breach of his obligations.

5.1. Provision of service

The Publisher is obligated to perform the service ordered by the Customer. The Publisher undertakes to publish the catalog in accordance with technical parameters provided on its website, and aims to ensure the perfect quality of the content, form and printing of the publication. The Publisher agrees to send a copy of the published catalog to professional associations of the countries listed in the catalog. In case of failure to execute the contract for reasons attributable to the Publisher or for reasons beyond his control, the Publisher shall refund the Customer the full amount of the service fee paid in advance, but is not required to pay compensation.

5.2. Responsibility of the Publisher

The Publisher is liable for any errors in content, quality or printing of the published version due to his own fault. The Publisher shall refund the Customer the full amount of the service fee paid in advance, but is not required to pay compensation.

5.3. Termination of contract

The Publisher has the right to terminate the contract in written form. In this case, the Publisher must reimburse the Customer the full amount of the service fee pre-paid (via bank transfer). In case of termination of the contract by the Publisher, additional bank charges are to be shouldered by the Publisher.

5.4. Providing free copies

The Publisher agrees to send to Customer 3 free copies of the current edition of the catalog, within the limits of the available stock.

6. Prices and payment terms

Applicable service fees are set out in the Publisher's letter of offer. Once the amount of the service fee advance is transferred, the Publisher is required to perform the service accepted by the Customer. When the advance payment of service fee is credited, the Publisher shall issue an advance invoice. The final invoice shall be invoiced within 30 days from the date of execution.

7. Privacy Protection

Publisher shall use all reasonable means to protect Client's privacy, including all information that Client provides when using Publisher's website, which information will only be used in accordance

3

with this privacy statement, and further agrees not to release such information to any third persons, and further agrees not to sell, share, release or disclose the contents of its database which contains Client's information.

Publisher reserves the right to collect the following information: (I.) name, job title and email address of Client's contact person, (II.) demographic information such as postcode, preferences and interests, and (III.) other information relevant to customer surveys and/or offers.

Publisher shall use Client's information for the following purposes: (I.) Internal record keeping, (II.) to improve its products and services, (III.) periodically send promotional emails about new products, special offers or other information which Publisher believes may be of interest to Client, and (IV.) to contact Client for market research purposes. Publisher may contact Client by email, phone, fax or mail.

Publisher shall make all reasonable effort to ensure that Client's information is secure and prevent unauthorized access or disclosure by use of suitable physical, electronic and managerial procedures to safeguard and secure the information it collects.

Publisher reserves the right to change its policy from time to time, which changes will be set forth on its website as and when such changes are made

7. Contact information

The Publisher can be contacted by any of the methods detailed in the letter of offer and on the website www.trademark-us.com

8. Other cases

The issues not regulated or not clearly ruled in these general conditions are subject to the regulations of laws relative to registered companies in Florida.

The language of the proceeding shall be English.

EXHIBIT D

USA TradeMark Ent., INC.
 300 E. Oakland Park Blvd. #347
 WILTON MANORS, FL 33334



TRADE MARK / SERVICE MARK REGISTRATIONS
 ACTUAL YEAR: EDITION 2012
 COMPANY ID.: US653753

TRADEMARK / SERVICE MARK OWNER:	CLASSES OF GOODS / SERVICES:
ERIK M. PELTON & ASSOCIATES, PLLC. P.O. BOX 100637 ARLINGTON, VA 22210	45
TRADEMARK / SERVICE MARK:	REGISTERED:
ERIK M.PELTON & ASSOCIATES, PLLC	JULY 26, 2011

The above mentioned data represents a sample of the registration. By paying the indicated amount you accept this offer that will approve the listing of this information in the "Trademark Selection of the USA / The International Trade Marks and Service Marks" catalog. In case of any changes or incorrect details, we kindly ask you to inform us by e-mail or fax:

e-mail: info@trademark-us.com
 fax: 1-954-623-3212

The law considers a trademark to be a form of property. We recommend you to take this registration which provides a notice to others that above described trademark/service mark is already taken.

We are going to issue a publication that contains a depiction of the registered mark, the identification of goods and/or services, and owner information as well. This publication will be available in America, Europe, Asia and Australia. Printed publications will be shipped until Autumn 2012. We get your details from free online databases. The TOTAL FEE is payable in advance. For more details Terms & Conditions, please visit www.trademark-us.com

This is a solicitation. You are under no obligation to pay the amount stated on this letter unless you accept this offer. If you have any further questions, please contact us by email, mail or fax. Please do not forget that all future correspondence with the USA Trademark Enterprises, Inc. must include the unique company ID, which can be found in the top right corner.

CHARGES AND FEES:

REGISTRATION FEE	\$960.00
EXTRA COSTS	\$0.00
TOTAL FEES	\$960.00

*payable by the methods below**

***Payment methods:**

1. Pay by check

Send the check to the MAILING ADDRESS (300 E.Oakland Park Blvd. #347, WILTON MANORS, FL 33334) and make it payable to "USA Trademark Enterprises, Inc."
 Please state your COMPANY ID. (Please find it above.)

2. Wire transfer

Transfer the amount of the TOTAL FEES to this account:

Bank of America, N.A.
 1900 Tyler Street, Hollywood, FL 33020
 Account: 696047514266
 Routing: 026009593,
 SWIFT: BOFAUS3N

USA TRADEMARK Enterprises, Inc., 677 N. Washington Blvd. #57, SARASOTA, FL 34236
 MAILING Address: 300 E. Oakland Park Blvd. #347, WILTON MANORS, FL 33334

Disclaimer:

No Legal Advice

This website is not intended to provide legal advice. It is intended to provide general information only. It is not intended to constitute an offer of legal services. It is not intended to create an attorney-client relationship. It is not intended to be used as a substitute for legal advice from an attorney. It is not intended to be used as a substitute for legal advice from an attorney. It is not intended to be used as a substitute for legal advice from an attorney.

No Attorney-Client Relationship

This website is not intended to provide legal advice. It is intended to provide general information only. It is not intended to constitute an offer of legal services. It is not intended to create an attorney-client relationship. It is not intended to be used as a substitute for legal advice from an attorney. It is not intended to be used as a substitute for legal advice from an attorney.

Attorney Advertising

This website is not intended to provide legal advice. It is intended to provide general information only. It is not intended to constitute an offer of legal services. It is not intended to create an attorney-client relationship. It is not intended to be used as a substitute for legal advice from an attorney. It is not intended to be used as a substitute for legal advice from an attorney.

EXHIBIT E

AdwareSpywareRemoval.biz Disinfect and Protect Your System!

[Adware Spyware Removal](#)

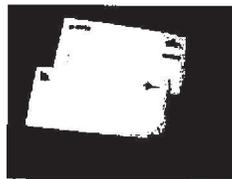
[Malware Removal](#)

[Identity Theft Protection](#)

Trademark Rogue Business

by ADWARESPYWAREREMOVAL on SEPTEMBER 30, 2011

There were a couple of letters on my desk this morning. They were invoices for a Trademark Patent for one of our products. The first one is from the Worldwide Database of Trademarks and Patents (WDTP): (click to enlarge) The second one is from the USA TradeMark Ent., INC (click to enlarge) The WDTP letter was sent from Brno (Czech Republic): The USA TradeMark letter was sent from Budapest (Hungary): These are well executed phishing scams from Eastern European scammers. Unfortunately for us, such scams aren't just in our email inbox.



Read more from the original source:

[Trademark Rogue Business](#)

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- [Remove Windows Process Regulator \(Uninstall Guide\)](#)

Tagged as: accounting, after-the-big, alignnone-size-full, czech-republic, hungary, jerome-segura, location, patents, phishing, rogue trademark, usa, words, worldwide

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EXHIBIT F



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Trademark Rogue Business

VIA [MALWARE DIARIES](#) • [LEAVE A COMMENT](#)

Database Security Guide www.mcafee.com
Practical Guide to Database Security & Compliance. Free Copy!

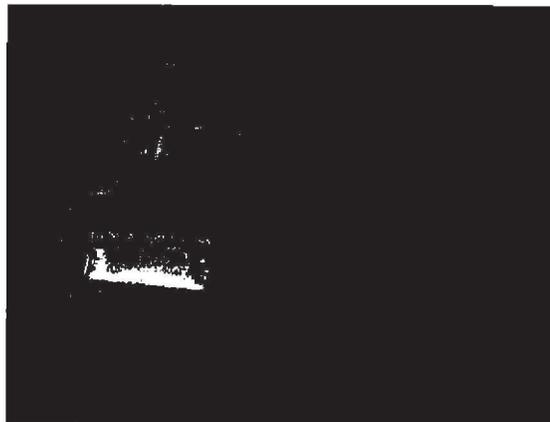
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3 Easy Steps To Patent & Make Money Get Free Patent Kit & eBook Today!

UMUC Cybersecurity Degree www.umuc.edu/cybersecurity
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The first one is from the Worldwide Database of Trademarks and Patents (WDTP):

- .. M86 Security Labs
- .. Malware Bulletin
- .. Malware Intelligence Blog
- .. McAfee Labs Blog
- .. Microsoft Malware Protection Center
- .. Norman Security Blog
- .. PandaLabs Blog
- .. ParetoLogic Blog
- .. Prevx Blog
- .. Quick Heal Blogs
- .. SecureWorks Research Blog
- .. Sophos Naked Security
- .. Scuri Research Blog
- .. Symantec Security Response Blog
- .. The Arbor Networks Security Blog
- .. Trend Micro Malware Blog
- .. Websense Security Labs Blog
- .. Zscaler Research Blog

Subject	Notes	Amount
Filing fee	Order Number 1000317423	\$ 2,144.09 CAD
Additional fees		\$ 0.00 CAD
Added tax value		\$ 0.00 CAD
Total		\$ 2,144.09 CAD

By Bank Wire	By Cheque
Beneficiary: WDTP s.r.o.	Beneficiary: WDTP s.r.o.
Bank name: CSOB a.s.	Address: P.O. BOX 652, CZ-66152 Brno, Czech Republic
Account no.: 401 298 4164	
IBAN: SK20 7500 0000 0000 1298 4164	By Credit Card
BIC/SWIFT: CEKO SK BX	Visit URL: http://app.wipd.biz/pay/1000317423
Bank address: Michalska 1R, 61563 Brno-slava, Slovak Republic	

Please pay within 8 days by wire transfer, cheque or credit card. Don't forget to quote the order number: 1000317423

CHARGES AND FEES:

REGISTRATION FEE	\$980.00
EXTRA COSTS	\$0.00
TOTAL FEES (in US dollars)	\$980.00

*payable by the methods below**

***Payment methods:**

- 1. Pay by check**
 Send the check to the MAILING ADDRESS (300 E.Oakland Park Blvd. #347, WILTON MANORS, FL 33354) and make it payable to "USA Trademark Enterprises, Inc."
 Please state your COMPANY ID. (Please find it above.)
- 2. Wire transfer**
 Transfer the amount of the TOTAL FEES to this account:
 Bank of America, N.A.
 1900 Tyler Street, Hollywood, FL 33020 United States
 Account: 899047514266
 Routing: 026008583
 SWIFT: BOFAUS33

[Ads by Google](#)

It is quite impressive to see the amount of efforts they have put into this. It goes from legitimate looking letter heads, websites etc... Speaking of which, let's take a quick look at them:

[Report a Scam](#)

<http://www.wipd.biz/>

[Blue Tax Scam](#)

[Bank Scam Bank](#)

IP address: 217.198.114.236

Location: Czech Republic

← C # www.wipd.biz

WIPD World Intellectual Property Database

Welcome to World Intellectual Property Database

The International Bureau for Intellectual Property welcomes you to your connection to the internet, innovative ideas and exclusive opportunities. We thank you for giving us an opportunity to show you how the WIPD Register can help your business. You can now take advantage of our online international registers. We will provide you with a registration to our world wide database.

Remember to activate one of our below listed registration applications to enter our huge international listings of Patents and Trademarks.

This website and company has no connection with the WIPO organization and the www.wipo.int website.

TOP Registered Patents



TOP Registered Trade Marks

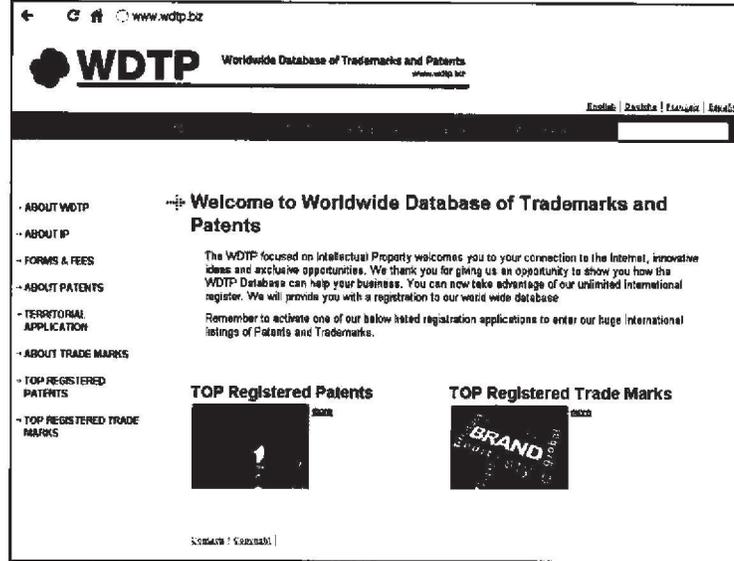


[Contact Us](#) | [Feedback](#)

<http://www.wdtp.biz/>

IP address: 217.198.115.47

Location: Czech Republic



A common email address shows up for both: davidcabal@seznam.cz, and both domains were registered via joker.com.

This scam has been going on for several months (a post on this blog talks about it back in January 2011).

Why is this still going on? Maybe because those businesses are covering their bases (for a lack of a better word).

A quick look at hxxp://trademark-us.com (IP address: 92.43.201.58, Location: Hungary, Registrar: Joker.com)



and in particular at that sentence: "Our primary business activity is to publish the TM Selection; a yearly, unofficial, but international catalog of newly registered trademarks."

In other words: "If you're stupid enough to buy our bogus trademark, then it's not our fault".

I can't imagine how many firms receive such letters and pass them on to their accounting department.

This is one very lucrative (and yet fraudulent) business.

Jerome Segura



Related stories:

1. Rogue business
2. Phishy Spam, (Mon, Jun 27th)
3. "I Love Walmart" campaign spreading on Facebook
4. Warning on Facebook worm "FBHOLE"
5. Facebook free t-shirt scams take advantage of email upload

Incoming search terms for the article:

usa trademark ent inc scam, wdtip scam, wdtip biz, usa trademark ent scam, WDTP Brno, www wdtip biz, wdtip patent, wdtip scams, wdtip biz scam, usa trademark ent, usa trademark ent inc, wdtip trademark scam, wdtip patent invoice scam, www trademark-us com scam?, wdtip scam czech, wdtip trademarks, wdtip trademark warning, wdtip trademark, wdtip trademark letter, wdtip is it scam?

FILED UNDER: SECURITY ▪ TAGGED WITH: ACCOUNTING DEPARTMENT, BRNO CZECH REPUBLIC, BUDAPEST HUNGARY, BUSINESS ACTIVITY, CZ, DESK, EMAIL ADDRESS, EMAIL INBOX, ENT INC, FRAUDULENT BUSINESS, INTERNATIONAL CATALOG, INVOICES, PATENT, SCAMMERS, SCAMS, THOSE GUYS, TRADEMARKS AND PATENTS, WORLDWIDE DATABASE

Speak Your Mind

Name *

Email *

Website

Post Comment

EXHIBIT G

United States of America

United States Patent and Trademark Office



LEASON ELLIS

Reg. No. 3,844,312
Registered Sep. 7, 2010
Int. Cl.: 45

LEASON ELLIS LLP (NEW YORK LIMITED LIABILITY PARTNERSHIP)
81 MAIN STREET, SUITE 503
WHITE PLAINS, NY 10601

SERVICE MARK
PRINCIPAL REGISTER

FOR: LEGAL SERVICES, IN CLASS 45 (U.S. CLS. 100 AND 101).
FIRST USE 11-9-2009; IN COMMERCE 11-9-2009.

THE MARK CONSISTS OF THE STYLIZED DESIGN OF A TREE INCLUDING A SMALL ROUND HOLE. AN APPLE APPEARS NEARLY BENEATH THE HOLE AND ABOVE THE RIGHT EDGE OF THE SHADOW UNDER THE TREE. THE COLOR GREEN IS LOCATED IN THE TREE DESIGN, THE COLOR RED IS LOCATED IN THE APPLE DESIGN, AND THE COLOR BLUE IS LOCATED IN THE SHADOW DESIGN AND ON THE WORDING "LEASON ELLIS", WHICH APPEARS BENEATH THE DESIGN ELEMENTS.

THE COLOR(S) GREEN, RED AND BLUE IS/ARE CLAIMED AS A FEATURE OF THE MARK.

SER. NO. 77-891,470, FILED 12-11-2009.

KAELIE KUNG, EXAMINING ATTORNEY



David J. Kappas

Director of the United States Patent and Trademark Office

EXHIBIT H

USA TradeMark Ent., INC.
 300 E. Oakland Park Blvd. #347
 WILTON MANORS, FL 33334



TRADE MARK / SERVICE MARK REGISTRATIONS
ACTUAL YEAR: 2011
 COMPANY ID.: US578576

TRADEMARK / SERVICE MARK OWNER:

CLASSES OF GOODS / SERVICES:

LEASON ELLIS LLP
 81 MAIN STRBET, SUITE 503
 WHITE PLAINS, NY 10601

45

TRADEMARK / SERVICE MARK:

REGISTERED:
 SEPTEMBER 7, 2010



The above mentioned data represents a sample of the registration. By paying the indicated amount you accept this offer that will approve the listing of this information in the "Trademark Selection of the USA / The International Trade Marks and Service Marks" catalog. In case of any changes or incorrect details, we kindly ask you to inform us by e-mail or fax:

e-mail: info@trademark-us.com
 fax: 1-954-623-3212

CHARGES AND FEES:

REGISTRATION FEE	\$960.00
EXTRA COSTS	\$0.00
TOTAL FEES	\$960.00

*payable by the methods below**

The law considers a trademark to be a form of property. We recommend you to take this registration which provides a notice to others that above described trademark/service mark is already taken.

We are going to issue a publication that contains a depiction of the registered mark, the identification of goods and/or services, and owner information as well. This publication will be available in America, Europe, Asia and Australia. Printed publications will be shipped until December 2011. We get your details from free online databases. The TOTAL FEE is payable in advance. For more details Terms & Conditions, please visit www.trademark-us.com

If you have any further questions, please contact us by email, mail or fax. Please do not forget that all future correspondence with the USA Trademark Enterprises, Inc. must include the unique company ID, which can be found in the top right corner.

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 Please state your COMPANY ID. (Please find it above.)

2. Wire transfer
 Transfer the amount of the TOTAL FEES to this account:
 Bank of America, N.A.
 1900 Tyler Street, Hollywood, FL 33020
 Account: 898047514286
 Routing: 026009593,
 SWIFT: BOFAUS3N