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

Proceeding	91188230
Party	Defendant International Whisky Company Limited
Correspondence Address	ROBERT B. BURLINGAME PILLSBURY WINTHROP SHAW PITTMAN LLP CALENDAR/DOCKETING DEPARTMENT, P.O. BOX 7880 SAN FRANCISCO, CA 94120-7880 UNITED STATES sftrademarks@pillsburylaw.com, rburlingame@pillsburylaw.com
Submission	Defendant's Notice of Reliance
Filer's Name	Robert B. Burlingame
Filer's e-mail	sftrademarks@pillsburylaw.com, rburlingame@pillsburylaw.com
Signature	/Robert B. Burlingame/
Date	11/09/2010
Attachments	1st part of ROYAL SILK 1st Notice of Reliance.pdf (118 pages)(1802753 bytes) 2nd part of ROYAL SILK 1st Notice of Reliance.pdf (100 pages)(8243247 bytes)

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

PRAKASH T. MELWANI	)	Opposition/Cancellation Nos.
	)	91188230 (Parent)
	)	91188492
v.	)	92050392
)	
INTERNATIONAL WHISKY	)	<u>INTERNATIONAL WHISKY</u>
COMPANY LIMITED	)	<u>COMPANY LIMITED'S</u>
	)	<u>FIRST NOTICE OF RELIANCE</u>
)	
)	
	)	TRADEMARK: ROYAL SILK

Pursuant to 37 C.F.R. § 2.122(b) and (e), International Whisky Company Limited (“IWC”), by its attorneys, hereby provides notice that it intends to rely on the attached materials in support of IWC’s case in these proceedings:

1. Attached hereto as Exhibit 1 is a true and correct copy of “Opposer’s Responses and Objections to International Whisky Co. Limited’s First Set of Requests for Admission”.
2. Attached hereto as Exhibit 2 is a true and correct copy of “Melwani’s Responses and Objections to International Whisky Co. Limited’s First Set of Interrogatories”.
3. Attached hereto as Exhibit 3 is a true and correct copy of “Melwani’s Additional Responses and Objections to International Whisky Company Limited’s First Set of Interrogatories”.
4. Attached hereto as Exhibit 4 is a true and correct copy of the “Affidavit and Motion to Dismiss” that Prakash T. Melwani (“Melwani”) on file with the TTAB in connection with TTAB Proceeding No. 92045366. This document contains information relevant to the history of Melwani’s ROYAL SILK trademarks.

5. Attached hereto as Exhibit 5 are true and correct copies from the U.S. Department of the Treasury's Alcohol and Tobacco Tax and Trade Bureau ("TTB") of seven federal Certificates of Label Approval issued by the TTB in connection with the proposed U.S. labels for IWC's ROYAL SILK whisky, as well as a current screenshot from the TTB's website listing those seven Certificates of Label Approval. These documents are relevant to IWC's intent to use, and efforts to commence use, of the mark ROYAL SILK in the U.S. for whisky, and to the issue of likelihood of confusion between IWC's and Melwani's respective ROYAL SILK marks.

6. Attached hereto as Exhibit 6 is a true and correct copy of Judge Debra Freeman's "Memorandum and Order" dated April 29, 2004, in Case No. 2002cv1224 in the U.S. District Court for the Southern District of New York. This document contains information relevant to the history of Melwani's ROYAL SILK trademarks.

7. Attached hereto as Exhibit 7 is a true and correct copy of Judge Debra Freeman's "Judgment" dated October 4, 2005, in Case No. 2002cv1224 in the U.S. District Court for the Southern District of New York. This document contains information relevant to the history of Melwani's ROYAL SILK trademarks.

8. Attached hereto as Exhibit 8 are true and correct copies of TARR printouts from the U.S. Patent and Trademark Office's website showing current details of third-party applications and registrations, namely, the details of U.S. Trademark Registration Nos. 3610315, 1618884, 1881792, 2027643, 2011321, 1797220 and U.S. Trademark Application Nos. 78655540, 76057389, 78774298, 74312120, 77400376. These documents are relevant to the alleged strength and fame of Melwani's ROYAL SILK trademarks and also to the issue of likelihood of confusion between IWC's and Melwani's respective ROYAL SILK marks.

9. Attached hereto as Exhibit 9 are true and correct copies of articles pertaining to IWC's ROYAL SILK whisky. These documents are relevant to IWC's intent to use, and efforts to commence use, of the mark ROYAL SILK in the U.S. for whisky, and to the issue of likelihood of confusion between IWC's and Melwani's respective ROYAL SILK marks.

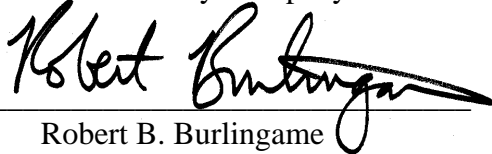
10. Attached hereto as Exhibit 10 are true and correct copies of articles from Lexis-Nexis evidencing third-party use of the mark ROYAL SILK in U.S. commerce. These documents are relevant to the alleged strength and fame of Melwani's ROYAL SILK trademarks and also to the issue of likelihood of confusion between IWC's and Melwani's respective ROYAL SILK marks.

11. Attached hereto as Exhibit 11 are true and correct copies of articles from Lexis-Nexis indicating that Royal Silk Ltd. filed for bankruptcy in 1988. These documents are relevant to the alleged strength and fame of Melwani's ROYAL SILK trademarks, the history of Melwani's ROYAL SILK trademarks, and the veracity of Melwani's discovery responses.

Dated: November 8, 2010

Respectfully submitted,

International Whisky Company Limited

By: 

Robert B. Burlingame
Pillsbury Winthrop Shaw Pittman LLP
P.O. Box 7880
San Francisco, CA 94120-7880
rburlingame@pillsburylaw.com
Phone: (415) 983-1274

EXHIBIT 1
to
International Whisky Company Limited's
First Notice of Reliance

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

In The Matter Of the mark: ROYAL SILK

PRAKASH MELWANI,	)	Opposition No. 91188230 (parent)
<i>Opposer and Petitioner,</i>	)	Cancellation No. 92050392
	)	Opposition No. 91188492
v.)	
	)	OPPOSER’S RESPONSES AND
INTERNATIONAL WHISKY CO.	)	OBJECTIONS TO INTERNATIONAL
LIMITED,	)	WHISKY CO. LIMITED’S FIRST SET
<i>Applicant and Registrant.</i>	)	OF REQUESTS FOR ADMISSION

To: INTERNATIONAL WHISKY COMPANY LIMITED
C/O PILLSBURY WINTHROP SHAW PITTMAN LLP
ATTN: ROBERT B. BURLINGAME
(Attorneys for Applicant)
P.O. BOX 7880 CALENDAR/DOCKETING DEPARTMENT
SAN FRANCISCO, CA 94120-7880

Opposer and Petitioner Prakash Melwani (“Opposer”), prior to completion of discovery, as and for his responses to the First Set of Requests For Admission (“Requests”) received April 13, 2009 from International Whisky Company Limited (“IWC”), herein admits, denies, states, responds, and objects as follows:

All responses submitted herein are based upon the present knowledge, information and belief of Opposer, are believed to be accurate as of the date made, and are provided subject to such additional information as may be recalled or discovered in the future. Opposer reserves the right to supplement his responses to the Requests as discovery proceeds and if new information becomes known. Opposer is engaged in the continuing investigation of the matters inquired about in the Requests. Because Opposer’s investigation into the matters

inquired about is continuing, he cannot exclude the possibility that he may be able to obtain more complete information or even information which indicates that the answers being supplied are inaccurate in some respects.

By responding to the Requests, Opposer does not waive any privilege, and expressly reserves the right to recall at any time any information produced inadvertently to which any privilege is attached.

The fact that Opposer objects to any particular Request should not be construed to mean that information responsive to such Request exists. Similarly, the statement that Opposer will produce information in response to any particular Request should not be construed to mean that information of a type or in the category described in the Request in fact exists. Furthermore, the giving of any information that is otherwise subject to any objection is not a waiver of any such objection as to any other information not given.

Opposer expressly reserves the right to object to the use of any information given in response to the Requests on the grounds of relevance or for any other reason. This response does not waive any objection that Opposer may have to any other discovery request involving or relating to the subject matter of the Requests.

By responding to any Request, Opposer does not concede that the Request or the response thereto is relevant to the subject matter involved in the pending action or the claims or defenses, nor does he concede that any particular Request is reasonably calculated to lead to the discovery of admissible evidence. Opposer expressly does not concede the relevance or materiality of any Request herein, the subject matter to which it refers, and any response thereto.

GENERAL OBJECTIONS

The General Objections, set forth below, apply to statements made and definitions and instructions outlined in IWC's Requests. They are incorporated into the following responses and specific objections and shall be deemed continuing as to each Request, and are not waived, or in any way limited, by the specific responses or objections.

A. Opposer objects to IWC's definitions and instructions to the extent they attempt to alter the plain meaning of the words used in the Requests, and to the extent they attempt to impose obligations on Opposer other than those imposed or authorized by the Federal Rules of Civil Procedure ("FRCP") and/or the Trademark Trial and Appeals Board ("TTAB").

B. Opposer objects to the Requests to the extent that they incorporate the words "all," "each," "any," or "every," on the grounds they are overly broad and unduly burdensome. It is impossible to represent that, even after a reasonable and diligent search, all, each, or every bit of information falling within a description can be or has been assembled. Information or documents may be known by many people and may be kept in a myriad of locations and files. Opposer cannot warrant or represent that each or all or every bit of information requested has been provided; only that Opposer has disclosed that information which he could gather in response to the Requests after a reasonable and diligent investigation.

C. Opposer objects to the Requests in their entirety on the grounds that they are overbroad, unduly burdensome and oppressive and to the extent that they seek information that is duplicative.

D. Opposer objects to the Requests insofar as they request information beyond the scope permitted by the FRCP and/or the TTAB.

E. Opposer objects to the Requests to the extent that they seek information which is protected against compelled disclosure under the attorney-client privilege and/or the attorney work-product doctrine, or seek information concerning experts or their opinions beyond the confines of the FRCP and/or the rules of the TTAB, or evidencing or constituting material prepared in anticipation of litigation, and/or any other applicable privilege or immunity.

F. Opposer objects to the Requests insofar as they seek information concerning the work product, mental impressions, conclusions, opinions, or legal theories of Opposer's counsel.

G. Opposer objects to the Requests insofar as they are unintelligible, vague, or otherwise unclear as to the precise information sought.

H. Opposer objects to the Requests to the extent that they seek information beyond his possession, custody, control or knowledge.

I. Opposer objects to the Requests to the extent they seek information that is in IWC's possession, custody, or control or equally available to IWC as to Opposer.

J. Opposer objects to the Requests to the extent that they require Opposer to produce information that is neither relevant to the subject matter of these proceedings nor reasonably calculated to lead to the discovery of admissible evidence.

K. Opposer objects to the Requests that seek information that is confidential and contains business sensitive information and trade secrets.

L. Opposer objects to the Requests to the extent that they exceed the number allowed by the TTAB and/or the FRCP.

M. Opposer objects to IWC's Requests that are presented as separate Requests but contain the same Request number. These apparent mistakes made by IWC confuse

the record.

SPECIFIC RESPONSES AND OBJECTIONS

REQUEST NO. 1: Melwani has not yet commenced any use of Melwani's Mark in commerce for watches.

RESPONSE: Admits.

REQUEST NO. 2: Melwani has not yet commenced any use of Melwani's Mark in commerce for handbags.

RESPONSE: Opposer has not sold any handbags bearing the mark ROYAL SILK during the past five (5) years. Except as expressly admitted, Opposer denies this request.

REQUEST NO. 3: Melwani did not first use the mark ROYAL SILK on "handkerchiefs, piece goods, all made in whole or in substantial part of silk" in commerce on or before August 2, 2004.

RESPONSE: Denies.

REQUEST NO. 4: Melwani did not first use the mark ROYAL SILK for "providing information in the fields of silk, the folklore of silk, the history of silk, and the proper care of silk via websites on a global computer network" in commerce on or before November 1, 2003.

RESPONSE: Denies.

REQUEST NO. 5: Melwani does not currently use the mark ROYAL SILK in commerce for all of the following: watches; handbags; “handkerchiefs, piece goods, all made in whole or in substantial part of silk”; providing information in the field of silk via websites on a global computer network; providing information in the field of folklore of silk via websites on a global computer network; providing information in the field of the history of silk via websites on a global computer network; providing information in the field of the proper care of silk via websites on a global computer network; tops made wholly or substantially of silk; shorts made wholly or substantially of silk; skirts made wholly or substantially of silk; boxers made wholly or substantially of silk; scarves made wholly or substantially of silk; sashes made wholly or substantially of silk; mufflers made wholly or substantially of silk.

RESPONSE: Opposer does not currently use the mark ROYAL SILK in commerce in connection with watches and handbags. Except as expressly admitted, Opposer denies this Request.

REQUEST NO. 6: Prakash T. Melwani did not himself first use the mark ROYAL SILK for “wearing apparel made wholly or substantially of silk, namely tops, shorts, skirts, boxers, scarves, sashes and mufflers” in commerce on or before April 22, 1978.

RESPONSE: Opposer did not, in his personal capacity as an individual on or before April 22, 1978, first use the mark ROYAL SILK for “wearing apparel made wholly or substantially of silk, namely tops, shorts, skirts, boxers, scarves, sashes and mufflers” in commerce. Except as expressly admitted, Opposer denies this Request.

FIRST REQUEST NO. 7: The dates of first use that Prakash T. Melwani specified in U.S. Trademark Application No. 75632288 are dates that another party, Royal Silk Ltd., allegedly first used the mark ROYAL SILK.

RESPONSE: Opposer objects to this Request on the on the grounds that IWC has submitted two separate requests both entitled “Request No. 7” making each such Request and both such Requests unclear, improper, and confusing to the record. Royal Silk, Ltd. (RSNY) is a New York corporation that first used the goods identified in U.S. Trademark Registration No. 2338016 on the dates of first use listed in that Registration. Except as expressly objected to or admitted, Opposer denies this Request.

SECOND REQUEST NO. 7: In U.S. Trademark Registration Nos. 2338016 and 2944124, and in Application No. 78969040, Melwani has expressly disclaimed the term SILK.

RESPONSE: Opposer objects to this Request on the on the grounds that IWC has submitted two separate requests both entitled “Request No. 7” making each such Request and both such Requests unclear, improper, and confusing to the record. The following disclaimer appears on U.S. Trademark Registration Nos. 2338016 and 2944124, and in Application No. 78969040: “NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "SILK" APART FROM THE MARK AS SHOWN.” Except as expressly objected to or admitted, Opposer denies this Request.

REQUEST NO. 8: Melwani has not used, himself or through a licensee, the mark ROYAL SILK continuously in the United States on or in connection with the goods in Reg. No. 2338016 since April 22, 1978.

RESPONSE: Denies.

REQUEST NO. 9: Royal Silk Ltd. filed for bankruptcy in 1988.

RESPONSE: RSNY never filed for bankruptcy. Except as expressly admitted, Opposer denies this Request.

REQUEST NO. 10: Prakash T. Melwani helped other parties (parties other than IWC) purchase from Royal Silk Ltd. the mark ROYAL SILK and the goodwill relating thereto.

RESPONSE: Opposer never helped other parties purchase from RSNY the mark ROYAL SILK and the goodwill relating thereto. Except as expressly admitted, Opposer denies this Request.

REQUEST NO. 11: Melwani has abandoned the trademark ROYAL SILK in the United States for the goods in U.S. Trademark Registration No. 2338016.

RESPONSE: Denies.

REQUEST NO. 12: Melwani has not used, himself or through a licensee, the mark ROYAL SILK continuously in the United States on or in connection with goods in Reg. No. 2944124 since August 2, 2004.

RESPONSE: Denies.

REQUEST NO. 13: Melwani has not used, himself or through a licensee, the mark ROYAL SILK continuously in the United States on or in connection with goods in Reg. No. 2944124 since November 1, 2003.

RESPONSE: The goods listed in Reg. No. 2944124 showing a first use date of August 2, 2004 have not been used by Opposer continuously in the United States since November 1, 2003. Except as expressly admitted, Opposer denies this Request.

REQUEST NO. 14: Melwani did not, on June 4, 1999, have a bona fide intention to use, either himself or through his related company or licensee, the mark ROYAL SILK in U.S. commerce on or in connection with all of the goods and services in Reg. No. 2944124.

RESPONSE: Denies.

REQUEST NO. 15: Melwani knew, on or before March 30, 2006, of the existence of IWC's U.S. Trademark Registration No. 2929918 for the mark ROYAL SILK for whisky.

RESPONSE: At some point Opposer became aware of the existence of IWC's U.S. Trademark Registration No. 2929918 for the mark ROYAL SILK for whisky. Opposer is unaware of the exact date and cannot recall if it was before, on, or after March 30, 2006. Except as expressly admitted, Opposer denies this Request.

REQUEST NO. 16: Melwani knew, on or before July 24, 2006, of the existence of IWC's U.S. Trademark Registration No. 2929918 for the mark ROYAL SILK for whisky.

RESPONSE: At some point Opposer became aware of the existence of IWC's U.S. Trademark Registration No. 2929918 for the mark ROYAL SILK for whisky. Opposer is unaware of the exact date and cannot recall if it was before, on, or after July 24, 2006. Except as expressly admitted, Opposer denies this Request.

REQUEST NO. 17: Melwani did not make continuous and substantially exclusive use of the mark ROYAL SILK for "wearing apparel made wholly or substantially of silk, namely, tops, shorts, skirts, boxers, scarves, sashes, mufflers: for the five years preceding July 24, 2006.

RESPONSE: Denies.

REQUEST NO. 18: Melwani, on March 30, 2006, was not using the mark ROYAL SILK for all of the following: tops made wholly or substantially of silk; shorts made wholly or substantially of silk; skirts made wholly or substantially of silk; boxers made wholly or substantially of silk; scarves made wholly or substantially of silk; sashes made wholly or substantially of silk; mufflers made wholly or substantially of silk.

RESPONSE: Denies

REQUEST NO. 19: Melwani, in August 2004, contacted IWC via email.

RESPONSE: Opposer does not recall ever contacting IWC and therefore denies.

REQUEST NO. 20: Royal Silk, Ltd. currently has an ownership interest in the mark ROYAL SILK.

RESPONSE: RSNY does not have a current ownership interest in the mark ROYAL SILK. Except as expressly admitted, Opposer denies this Request.

REQUEST NO. 21: Royal Silk, Ltd. currently has a license from Melwani to use the mark ROYAL SILK.

RESPONSE: RSNY currently has a license from Opposer to use the mark ROYAL SILK. Except as expressly admitted, Opposer denies this Request.

REQUEST NO. 22: Royal Silk Direct, Inc. currently has an ownership interest in the mark ROYAL SILK.

RESPONSE: Denies.

REQUEST NO. 23: Royal Silk Direct, Inc. currently has a license from Melwani to use the mark ROYAL SILK.

RESPONSE: Admits.

REQUEST NO. 24: Melwani currently has an agreement with Royal Silk Products, Inc. which relates in part to ownership and use of the mark ROYAL SILK.

RESPONSE: Denies.

REQUEST NO. 25: Under Melwani's Agreement with Royal Silk Products, Inc. Royal Silk Products, Inc. is permitted to use the mark ROYAL SILK.

RESPONSE: Denies.

REQUEST NO. 26: On January 29, 1999, March 30, 2006, July 24, 2006, and/or October 2, 2006, Melwani did not believe that no other person, firm, corporation or association had the right to use the mark ROYAL SILK in commerce, either in the identical form thereof or in such resemblance thereto as to be likely, when used on or in connection with the goods of such other person, to cause confusion or to cause mistake, or to deceive.

RESPONSE: On January 29, 1999, March 30, 2006, July 24, 2006, and/or October 2, 2006, Opposer believed that no other person, firm, corporation or association had the right to use the mark ROYAL SILK in commerce, either in the identical form thereof or in such resemblance thereto as to be likely, when used on or in connection with the goods of such other person, to cause confusion or to cause mistake, or to deceive, without his permission. Except as expressly admitted, Opposer denies this Request.

REQUEST NO. 27: Melwani is unaware of any actual confusion between Melwani's Mark and IWC's Mark.

RESPONSE: Denies.

REQUEST NO. 28: Melwani is unaware of any actual confusion between Melwani's Goods and IWC's Goods.

RESPONSE: Denies.

REQUEST NO. 29: Melwani is unaware of any actual confusion between Melwani and IWC.

RESPONSE: Denies.

REQUEST NO. 30: Melwani has received a communication, document or thing which the originator of that communication, document or thing intended to be received by IWC.

RESPONSE: Denies.

REQUEST NO. 31: Melwani has never advertised Melwani's Mark in beverage industry trade publications distributed in the United States.

RESPONSE: Admits.

REQUEST NO. 32: Melwani has never advertised Melwani's Mark in liquor stores in the United States.

RESPONSE: Admits.

REQUEST NO. 33: Melwani has never advertised Melwani's Mark in bars or restaurants in the United States.

RESPONSE: Admits.

REQUEST NO. 34: Melwani has never advertised Melwani's Mark in grocery stores in the United States.

RESPONSE: Admits.

REQUEST NO. 35: Melwani has never advertised Melwani's Mark at beverage industry trade shows in the United States.

RESPONSE: Admits.

REQUEST NO. 36: Melwani's Goods do not compete with IWC's Goods.

RESPONSE: Denies. Any alleged bona fide use that IWC has made of the mark ROYAL SILK on its goods in the United States competes with Opposer's goods bearing the ROYAL SILK mark. Any future bona fide use that IWC plans to make of the mark ROYAL SILK on its goods in the United States will compete with Opposer's goods bearing the ROYAL SILK mark.

REQUEST NO. 37: The U.S. Patent and Trademark Office has never cited IWC's Mark as an obstacle to registration of Melwani's Mark.

RESPONSE: Admits.

REQUEST NO. 38: In Melwani's responses to the U.S. Patent and Trademark Office concerning the applications and registrations for Melwani's Mark, Melwani never mentioned IWC's Mark or IWC's applications or registrations therefor.

RESPONSE: Admits.

REQUEST NO. 39: Melwani did not file any opposition, letter of protest, objection, cancellation, lawsuit or other submission against IWC's U.S. Trademark Application No. 75927082 and the resulting U.S. Trademark Registration No. 2929918 until December 31, 2008.

RESPONSE: Admits.

REQUEST NO. 40: The average age of purchasers of Melwani's ROYAL SILK products is under 21.

RESPONSE: Denies.

REQUEST NO. 41: Royal Silk Ltd. was liquidated, and its trademark rights were transferred to a secure creditor who later transferred certain of those trademark rights to parties other than Melwani and IWC.

RESPONSE: RSNY was never liquidated and RSNY's rights were never transferred to a secure creditor. Except as expressly admitted, Opposer denies this Request.

REQUEST NO. 42: Melwani provided consultation services to Royal Silk Products Inc. and Ultra Silk Inc.

RESPONSE: Opposer objects to this Interrogatory as it is irrelevant to a claim or defense of a party, and requires Opposer to produce information that is neither relevant to the subject matter of these proceedings nor reasonably calculated to lead to the discovery of admissible evidence.

REQUEST NO. 43: There is no likelihood of confusion between the word mark ROYAL SILK for whisky and the word mark ROYAL SILK for any of Melwani's Goods.

RESPONSE: Denies.

REQUEST NO. 44: Melwani's Mark is not sufficiently famous to merit protection against trademark dilution under United States law.

RESPONSE: Denies.

REQUEST NO. 45: When United States consumers view the mark ROYAL SILK on whisky, they will likely perceive the mark ROYAL SILK to have a connotation that is different and distinguishable from the connotation they are likely to perceive when they view the mark ROYAL SILK on any of Melwani's Goods.

RESPONSE: Denies.

REQUEST NO. 46: An applicant for U.S. trademark registration should not be held accountable or penalized for an error made by the U.S. Patent and Trademark Office.

RESPONSE: Denies.

REQUEST NO. 47: There is currently no evidence that IWC's Mark is diluting, or likely to dilute, the alleged distinctiveness of Melwani's Mark in the United States.

RESPONSE: Denies.

The answers to these Requests were sworn to and provided by Opposer Prakash Melwani in his individual capacity.

/s/ Prakash Melwani

Dated: May 11, 2009
New York, New York

Respectfully submitted,

/s/ Anil M. Melwani

Anil M. Melwani, Esq.
55 West End Avenue, Suite 9H
New York, New York 10023
TEL: (917) 226-3055
EM: melwaninyc@gmail.com
Attorney for Opposer

CERTIFICATE OF SERVICE

I, Anil M. Melwani, hereby certify that a copy of OPPOSER'S RESPONSES AND OBJECTIONS TO INTERNATIONAL WHISKY CO. LIMITED'S FIRST SET OF REQUESTS FOR ADMISSION has been served upon Robert B. Burlingame, Pillsbury Winthrop Shaw Pittman LLP, P.O. Box 7880 Calendar/Docketing Department, San Francisco, CA 94120-7880, via Electronic Mail to rburlingame@pillsburylaw.com, per agreement, this 12th day of May, 2009.

/s/ Anil M. Melwani

EXHIBIT 2
to
International Whisky Company Limited's
First Notice of Reliance

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

In The Matter Of the mark: ROYAL SILK

PRAKASH MELWANI,)	Opposition No. 91188230 (parent)
<i>Opposer and Petitioner,</i>)	Cancellation No. 92050392
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v.)	
)	MELWANI'S RESPONSES AND
INTERNATIONAL WHISKY CO.)	OBJECTIONS TO INTERNATIONAL
LIMITED,	)	WHISKY CO. LIMITED'S FIRST SET
<i>Applicant and Registrant.</i>	)	OF INTERROGATORIES

To: INTERNATIONAL WHISKY COMPANY LIMITED
C/O PILLSBURY WINTHROP SHAW PITTMAN LLP
ATTN: ROBERT B. BURLINGAME
(Attorneys for Applicant)
P.O. BOX 7880 CALENDAR/DOCKETING DEPARTMENT
SAN FRANCISCO, CA 94120-7880

Opposer and Petitioner Prakash Melwani ("Opposer"), prior to completion of discovery, as and for his responses to the First Set of Interrogatories ("Interrogatories") received April 13, 2009 from International Whisky Company Limited ("IWC"), herein states, responds, and objects as follows:

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GENERAL OBJECTIONS

The General Objections, set forth below, apply to statements made and definitions and instructions outlined in IWC's Interrogatories. They are incorporated into the following responses and shall be deemed continuing as to each Interrogatory, and are not waived, or in any way limited, by the specific responses or objections.

A. Opposer objects to IWC's definitions and instructions to the extent they attempt to alter the plain meaning of the words used in the Interrogatories, and to the extent they attempt to impose obligations on Opposer other than those imposed or authorized by the Federal Rules of Civil Procedure and/or the Trademark Trial and Appeals Board.

B. Opposer objects to the Interrogatories to the extent that they incorporate the words "all," "each," "any," or "every," on the grounds they are overly broad and unduly burdensome. It is impossible to represent that, even after a reasonable and diligent search, all, each, or every bit of information falling within a description can be or has been assembled. Information or documents may be known by many people and may be kept in a myriad of locations and files. Opposer cannot warrant or represent that each or all or every bit of information requested has been provided; only that Opposer has disclosed that information which he could gather in response to the Interrogatories after a reasonable and diligent investigation.

C. Opposer objects to the Interrogatories in their entirety on the grounds that they are overbroad, unduly burdensome and oppressive and to the extent that they seek information that is duplicative.

D. Opposer objects to the Interrogatories insofar as they request information beyond the scope permitted by the Federal Rules of Civil Procedure ("FRCP") and/or the Trademark Trial and Appeals Board ("TTAB").

E. Opposer objects to the Interrogatories to the extent that they seek information which is protected against compelled disclosure under the attorney-client privilege and/or the attorney work-product doctrine, or seek information concerning experts or their opinions beyond the confines of the FRCP and/or the rules of the TTAB, or evidencing or constituting material prepared in anticipation of litigation, and/or any other applicable privilege or immunity.

F. Opposer objects to the Interrogatories insofar as they seek information concerning the work product, mental impressions, conclusions, opinions, or legal theories of Opposer's counsel.

G. Opposer objects to the Interrogatories insofar as they are unintelligible, vague, or otherwise unclear as to the precise information sought.

H. Opposer objects to the Interrogatories to the extent that they seek information beyond his possession, custody, control or knowledge.

I. Opposer objects to the Interrogatories to the extent they seek information that is in IWC's possession, custody, or control or equally available to IWC as to Opposer.

J. Opposer objects to the Interrogatories to the extent that they require Opposer to produce information that is neither relevant to the subject matter of these proceedings nor reasonably calculated to lead to the discovery of admissible evidence.

K. Opposer objects to any Interrogatory that seeks information, which is confidential and contains business sensitive information and trade secrets.

L. Opposer objects to the Interrogatories to the extent that they exceed the number allowed by the TTAB and/or the FRCP.

SPECIFIC RESPONSES AND OBJECTIONS

INTERROGATORY NO. 1: Describe in detail each of Melwani's Goods.

RESPONSE: Opposer objects to this Interrogatory as it is overbroad, unduly burdensome, irrelevant to a claim or defense of a party, and requires Opposer to produce information that is neither relevant to the subject matter of these proceedings nor reasonably calculated to lead to the discovery of admissible evidence. Opposer also objects to this Interrogatory as it is unnecessarily seeking public information that IWC has already defined in its Interrogatories. Subject to and without waiving these objections, Opposer states that according to IWC, "Melwani's Goods" include all goods or services offered or intended to be offered by Opposer in connection with the mark ROYAL SILK including all goods and services set forth in U.S. Trademark Application Serial Numbers 78969040 and 78796502 and U.S. Trademark Registration Numbers 2338016, 2944124, and 3578997. This information that IWC is seeking is publicly available online at www.USPTO.gov and is already in the possession of IWC and its attorneys. Opposer objects to IWC's overly burdensome and irrelevant Interrogatory seeking Opposer to identify all possible products and services that he intends to one day use in United States commerce in connection to the ROYAL SILK mark.

INTERROGATORY NO. 2: For each of Melwani's Goods, state the date on which Melwani's Mark was first used in the United States on or in connection to that good.

RESPONSE: Opposer objects to this Interrogatory as it is overbroad, unduly burdensome, irrelevant to a claim or defense of a party, and requires Opposer to produce information that is neither relevant to the subject matter of these proceedings nor reasonably

calculated to lead to the discovery of admissible evidence. Opposer also objects to this Interrogatory as it is unnecessarily seeking public information that IWC has already defined in its Interrogatories. Subject to and without waiving this objection, Opposer states that the dates on which “Melwani’s Mark” was first used in the United States on or in connection to “Melwani’s Goods” are all publicly available and contained in Opposer’s trademark applications and registrations, which are all available online at www.USPTO.gov and are already in the possession of IWC and its attorneys.

INTERROGATORY NO. 3: Describe in detail the circumstances of the first use of Melwani’s Mark in commerce.

RESPONSE: “Melwani’s Mark” was first used in commerce on or around April 22, 1978 by Royal Silk, Ltd. (“RSNY”), a New York corporation and a predecessor-of-interest of Opposer by way of retail and mail order sales of silk clothing and accessories at 557 Concourse Level, World Trade Center, New York City, New York 10048.

INTERROGATORY NO. 4: Describe in detail the extent of the current use of Melwani’s Mark in the United States.

RESPONSE: Opposer objects to this Interrogatory as it is overbroad, unduly burdensome, irrelevant to a claim or defense of a party, and requires Opposer to produce information that is neither relevant to the subject matter of these proceedings nor reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving these objections, Opposer states that his current use of “Melwani’s Mark” in the United States is consistent with U.S. Trademark Application Serial Numbers 78969040 and 78796502 and U.S.

Trademark Registration Numbers 2338016, 2944124, and 3578997 and is publicly documented online at www.USPTO.gov.

INTERROGATORY NO. 5: Identify three persons other than Melwani who are most knowledgeable about Melwani's current and proposed use of Melwani's Mark.

RESPONSE: Opposer objects to this Interrogatory as it is vague, irrelevant to a claim or defense of a party, and requires Opposer to produce information that is neither relevant to the subject matter of these proceedings nor reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving these objections, Opposer is not aware of three other persons who are most knowledgeable about his current and proposed use of "Melwani's Mark" besides himself.

INTERROGATORY NO. 6: State the date that Melwani first became aware of IWC's Mark.

RESPONSE: Opposer objects to this Interrogatory as it is vague, irrelevant to a claim or defense of a party, and requires Opposer to produce information that is neither relevant to the subject matter of these proceedings nor reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving these objections, Opposer states that IWC has defined "IWC's Mark" to mean "ROYAL SILK in or as a name or mark, alone or in combination with any other term and shall include any form of said marks used or intended to be used by IWC in the United States." Opposer is not aware of any actual use or intended use of the words ROYAL SILK by IWC in United States commerce.

INTERROGATORY NO. 7: Describe in detail how Melwani first became aware of IWC's Mark.

RESPONSE: Opposer objects to this Interrogatory as it is vague, irrelevant to a claim or defense of a party, and requires Opposer to produce information that is neither relevant to the subject matter of these proceedings nor reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving these objections, Opposer states that IWC has defined "IWC's Mark" to mean "ROYAL SILK in or as a name or mark, alone or in combination with any other term and shall include any form of said marks used or intended to be used by IWC in the United States." Opposer is not aware of any actual use or intended use of the words ROYAL SILK by IWC in United States commerce.

INTERROGATORY NO. 8: State the date on which, according to Melwani, Melwani's Mark became famous.

RESPONSE: Opposer is not certain of the date on which "Melwani's Mark" became famous but guesses that it was sometime between 1978 and 1999.

INTERROGATORY NO. 9: Describe in detail the channels of trade by which Melwani's Goods are marketed in the United States.

RESPONSE: Opposer objects to this Interrogatory as it is overbroad, unduly burdensome, irrelevant to a claim or defense of a party, and requires Opposer to produce information that is neither relevant to the subject matter of these proceedings nor reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving these

objections, Opposer states that the channels of trade by which “Melwani’s Goods” are marketed in the United States include online and offline retail.

INTERROGATORY NO. 10: Identify all publications in which Melwani’s Goods have been promoted or advertised in the United States, including the name and date of each such publication.

RESPONSE: Opposer objects to this Interrogatory as it is overbroad, unduly burdensome, irrelevant to a claim or defense of a party, and requires Opposer to produce information that is neither relevant to the subject matter of these proceedings nor reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving these objections, Opposer states that over the past 31 years “Melwani’s Goods” have been promoted or advertised in numerous print publications, including but not limited to: New York Times, USA Today, New York Post, New York Daily News, PR Weekly, and Cosmopolitan.

INTERROGATORY NO. 11: Describe in detail the channels of trade by which Melwani’s Goods are distributed in the United States.

RESPONSE: Opposer objects to this Interrogatory as it is overbroad, unduly burdensome, irrelevant to a claim or defense of a party, and requires Opposer to produce information that is neither relevant to the subject matter of these proceedings nor reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving these objections, Opposer states that the primary channels of trade by which “Melwani’s Goods” are distributed in the United States include www.Amazon.com, www.Ebay.com,

www.RoyalSilkUSA.com, www.SilkPashmina.us, www.RoyalSilkMen.com, and
www.RoyalSilk.us.

INTERROGATORY NO. 12: Identify all stores in which Melwani's Goods have been sold in the United States.

RESPONSE: Opposer objects to this Interrogatory as it is overbroad, unduly burdensome, irrelevant to a claim or defense of a party, and requires Opposer to produce information that is neither relevant to the subject matter of these proceedings nor reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving these objections, Opposer states that he is not aware of the name of each and every store throughout the United States that has sold "Melwani's Goods" in new and used condition over the past 31 years, but can state that "Melwani's Goods" are currently sold on a number of online stores including www.Amazon.com, www.Ebay.com, www.RoyalSilkUSA.com, www.SilkPashmina.us, www.RoyalSilkMen.com, and www.RoyalSilk.us, and some offline stores. Customers purchasing Opposer's ROYAL SILK brand goods have been known to resell such goods in their own stores, and Opposer is not aware of the names of those stores and the extent of this activity, but knows that it goes on regularly.

INTERROGATORY NO. 13: Identify all websites through which Melwani's Goods have been sold in the United States.

RESPONSE: Opposer objects to this Interrogatory as it is overbroad, unduly burdensome, irrelevant to a claim or defense of a party, and requires Opposer to produce information that is neither relevant to the subject matter of these proceedings nor reasonably

calculated to lead to the discovery of admissible evidence. Subject to and without waiving these objections, Opposer states that he is aware of “Melwani’s Goods” being sold through the following websites: www.Amazon.com, www.Ebay.com, www.RoyalSilkUSA.com, www.SilkPashmina.us, www.RoyalSilkMen.com, and www.RoyalSilk.us.

INTERROGATORY NO. 14: For each of Melwani’s Goods, state the average retail price to United States consumers.

RESPONSE: Opposer objects to this Interrogatory as it is overbroad, unduly burdensome, irrelevant to a claim or defense of a party, and requires Opposer to produce information that is neither relevant to the subject matter of these proceedings nor reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving these objections, Opposer states that the average retail price for the goods defined by IWC as “Melwani’s Goods” ranges from \$7 - \$350.

INTERROGATORY NO. 15: State the total sales in the United States, in dollars and units, for each of Melwani’s Goods for each year from 1978 to the present.

RESPONSE: Opposer objects to this Interrogatory as it is overbroad, unduly burdensome, irrelevant to a claim or defense of a party, and requires Opposer to produce information that is neither relevant to the subject matter of these proceedings nor reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving these objections, Opposer states that significant quantities of “Melwani’s Goods” have been sold from 1978 to the present consistent with his public filings at the USPTO.

INTERROGATORY NO. 16: State the quantities of Melwani's Goods sold per year in the United States from 1978 to the present.

RESPONSE: Opposer objects to this Interrogatory as it is overbroad, unduly burdensome, irrelevant to a claim or defense of a party, and requires Opposer to produce information that is neither relevant to the subject matter of these proceedings nor reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving these objections, Opposer states that significant quantities of "Melwani's Goods" have been sold from 1978 to the present consistent with his filings at the USPTO.

INTERROGATORY NO. 17: State the total advertising expense attributable to Melwani's Mark in the United States per year from 1978 to the present.

RESPONSE: Opposer objects to this Interrogatory as it is overbroad, unduly burdensome, irrelevant to a claim or defense of a party, and requires Opposer to produce information that is neither relevant to the subject matter of these proceedings nor reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving these objections, Opposer states that "Melwani's Mark" has been advertised significantly from 1978 to the present.

INTERROGATORY NO. 18: Describe in detail the classes of purchasers in the United States of Melwani's Goods

RESPONSE: The typical classes of purchasers of "Melwani's Goods" in the United States are men and women ages 18 to 75.

INTERROGATORY NO. 19: Identify any food or beverages that Melwani currently sells anywhere in the world.

RESPONSE: Opposer does not currently sell any food or beverages under the ROYAL SILK mark.

INTERROGATORY NO. 20: Identify the types of retailers in the United States which sell Melwani's Goods.

RESPONSE: Opposer objects to this Interrogatory as it is overbroad, unduly burdensome, irrelevant to a claim or defense of a party, and requires Opposer to produce information that is neither relevant to the subject matter of these proceedings nor reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving these objections, Opposer states that he is aware of "Melwani's Goods" being sold through the following types of retailers: a variety of online retailers and some offline clothing, accessories, and tailoring stores.

INTERROGATORY NO. 21: Describe in detail any succession of interest in title to Melwani's Mark.

RESPONSE: Opposer has been using "Melwani's Mark" in his personal capacity since 1999. RSNY has been using the mark ROYAL SILK since 1978. Opposer is the original founder and owner of RSNY and acquired the goodwill and rights associated with RSNY from Shashi Melwani in 1999. This information is publicly available in Opposer's application for Trademark Registration Number 2338016 at www.USPTO.gov.

INTERROGATORY NO. 22: Describe in detail any grant of interest in Melwani's Mark, including but not limited to grants of security interests or grants of trademark licenses.

RESPONSE: Opposer objects to this Interrogatory as it is overbroad, unduly burdensome, irrelevant to a claim or defense of a party, and requires Opposer to produce information that is neither relevant to the subject matter of these proceedings nor reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving these objections, Opposer states that he has a verbal license with Royal Silk Direct, Inc., a New Jersey corporation ("RSD") and RSNY and he has a grant of rights and goodwill from RSNY.

INTERROGATORY NO. 23: Describe in detail all instances of actual confusion between Melwani's Mark and IWC's Mark.

RESPONSE: Opposer objects to this Interrogatory as it is overbroad, unduly burdensome, irrelevant to a claim or defense of a party, and requires Opposer to produce information that is neither relevant to the subject matter of these proceedings nor reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving these objections, Opposer states that he has spoken to a number of persons who thought that Opposer produced Royal Silk brand whisky.

INTERROGATORY NO. 24: Describe in detail all instances in which Melwani has received any communications addresses to, or intended for, IWC.

RESPONSE: Opposer does not recall receiving any communications addresses to, or intended for, IWC.

INTERROGATORY NO. 25: Describe in detail the actions that Melwani has taken thus far to use Melwani's Mark in the United States in connection with watches and handbags.

RESPONSE: Opposer objects to this Interrogatory as it is overbroad, unduly burdensome, irrelevant to a claim or defense of a party, and requires Opposer to produce information that is neither relevant to the subject matter of these proceedings nor reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving these objections, Opposer states that he has begun planning his marketing, design, sourcing, and sales strategies for watches and handbags.

INTERROGATORY NO. 26: Identify any expert that Melwani has retained to assist Melwani in presenting its case for any trademark proceeding relating to the mark ROYAL SILK, including any expert retained for the preparation of any survey and/or whom Melwani intends to call as a witness in these Trademark Trial and Appeal Board proceedings.

RESPONSE: Opposer objects to this Interrogatory as it is confusing and vague. Opposer is an individual and IWC's reference to "its case" is confusing and does not properly identify whose case it is referring to. Subject to and without waiving these objections, Opposer states that he has not yet retained any expert to assist him in these proceedings.

INTERROGATORY NO. 27: Identify all of Melwani's business affiliates that are both located in the United States and involved with the use of Melwani's Mark.

RESPONSE: Opposer objects to this Interrogatory as the phrase “involved with the use of Melwani’s Mark” is overbroad, vague, unduly burdensome, irrelevant to a claim or defense of a party, and requires Opposer to produce information that is neither relevant to the subject matter of these proceedings nor reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving these objections, Opposer identifies RSD and RSNY.

INTERROGATORY NO. 28: Identify all applications and registrations of Melwani’s Mark in any territories or jurisdictions and/or under any international treaties, including but not limited to the Madrid Agreement and Madrid Protocol.

RESPONSE: Opposer objects to this Interrogatory as it is overbroad, unduly burdensome, irrelevant to a claim or defense of a party, and requires Opposer to produce information that is neither relevant to the subject matter of these proceedings nor reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving these objections, Opposer identifies U.S. Registration Numbers 2338016, 2944124, and 3578997 as well as U.S. Application Serial Numbers 78796502 and 78969040.

INTERROGATORY NO. 29: Describe in detail all instances when Melwani relied on its alleged rights in the mark ROYAL SILK to demand that another party halt use of a name or trademark.

RESPONSE: Opposer objects to this Interrogatory as it is confusing, vague, overbroad, unduly burdensome, irrelevant to a claim or defense of a party, and requires Opposer to produce information that is neither relevant to the subject matter of these proceedings nor

reasonably calculated to lead to the discovery of admissible evidence. Opposer is an individual and IWC's reference to "its alleged rights" is confusing and does not properly identify whose rights it is referring to. Subject to and without waiving these objections, Opposer states that he routinely has Ebay auctions shut down, has sent cease and desist letters to a number of other persons causing them to stop their use of the words Royal Silk, and has challenged numerous trademarks and trademark applications involving the term ROYAL SILK at the USPTO and in Federal Court.

INTERROGATORY NO. 30: Describe in detail all instances when Melwani expressly agreed to allow another party to use the term ROYAL and/or the term SILK.

RESPONSE: Opposer objects to this Interrogatory as it is confusing, vague, overbroad, unduly burdensome, irrelevant to a claim or defense of a party, and requires Opposer to produce information that is neither relevant to the subject matter of these proceedings nor reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving these objections, Opposer states that he does not recall ever expressly agreeing to allow another party to make commercial use of the term ROYAL and/or the term SILK aside from his current licensees RSD and RSNY and his former licensee Silk Pashmina, Inc.

INTERROGATORY NO. 31: Describe in detail all instances when another party expressly agreed to allow Melwani to use the term ROYAL and/or the term SILK.

RESPONSE: Opposer objects to this Interrogatory as it is confusing, vague, overbroad, unduly burdensome, irrelevant to a claim or defense of a party, and requires Opposer to produce information that is neither relevant to the subject matter of these proceedings nor

reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving these objections, Opposer states that he does not recall any instance when another party expressly agreed to allow Opposer to use the term ROYAL and/or the term SILK.

INTERROGATORY NO. 32: For each year from 1978 to the present, state the total net profit that Melwani has earned from sales of Melwani's Goods in the United States.

RESPONSE: Opposer objects to this Interrogatory as it is overbroad, unduly burdensome, irrelevant to a claim or defense of a party, and requires Opposer to produce information that is neither relevant to the subject matter of these proceedings nor reasonably calculated to lead to the discovery of admissible evidence.

INTERROGATORY NO. 33: Describe in detail all instances of media attention in the United States relating to Melwani's Mark, namely all instances when a media entity in the United States has publicly published a review or discussion, by someone other than Melwani, of and/or Melwani's Mark.

RESPONSE: Opposer objects to this Interrogatory as it is confusing, vague, overbroad, unduly burdensome, irrelevant to a claim or defense of a party, and requires Opposer to produce information that is neither relevant to the subject matter of these proceedings nor reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving these objections, Opposer states that from 1978 to the present, there have been numerous instances of media attention in the United States relating to "Melwani's Mark."

INTERROGATORY NO. 34: Describe in detail Melwani's past and present relationship with, including but not limited to ownership interest and positions in, Royal Silk Direct Inc.

RESPONSE: Opposer objects to this Interrogatory as it is confusing, vague, overbroad, unduly burdensome, irrelevant to a claim or defense of a party, and requires Opposer to produce information that is neither relevant to the subject matter of these proceedings nor reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving these objections, Opposer states that he is President of RSD and that RSD has a verbal license from Opposer involving use of Opposer's ROYAL SILK trademarks.

INTERROGATORY NO. 35: Describe in detail all instances when Melwani has communicated with IWC prior to September 29, 2008.

RESPONSE: Opposer does not recall ever communicating with IWC prior to September 29, 2008.

INTERROGATORY NO. 36: Describe in detail any and all ownership interests that parties other than Melwani have, or have had, in any of Melwani's ROYAL SILK marks.

RESPONSE: Opposer objects to this Interrogatory as it is confusing, vague, overbroad, unduly burdensome, irrelevant to a claim or defense of a party, and requires Opposer to produce information that is neither relevant to the subject matter of these proceedings nor reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving these objections, Opposer identifies his two predecessors-in-interest: RSNY, which has

rights to the mark ROYAL SILK covering approximately 1978-1998, and Shashi Melwani who had rights to the ROYAL SILK mark covering approximately 1978-1999.

INTERROGATORY NO. 37: Describe in detail any and all agreements that Melwani has, or had, with other parties, including but not limited to Royal Silk Products, Inc., regarding use of the mark ROYAL SILK.

RESPONSE: Opposer objects to this Interrogatory as it is confusing, vague, overbroad, unduly burdensome, irrelevant to a claim or defense of a party, and requires Opposer to produce information that is neither relevant to the subject matter of these proceedings nor reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving these objections, Opposer states that RSD and RSNY have licenses from Opposer involving use of Opposer's ROYAL SILK trademarks. Subject to and without waiving these objections, Opposer states that he does not recall having any agreements with any persons allowing them to make commercial use of the mark ROYAL SILK aside from his current licensees RSD and RSNY and his former licensee Silk Pashmina, Inc.

INTERROGATORY NO. 38: In each agreement that Melwani identifies in response to Interrogatory No. 37 above, identify the date on which the agreement became effective.

RESPONSE: Opposer objects to this Interrogatory as it is vague, overbroad, unduly burdensome, irrelevant to a claim or defense of a party, and requires Opposer to produce information that is neither relevant to the subject matter of these proceedings nor reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving these

objections, Opposer states that his license to RSD became effective around 2001, his license to RSNY became effective around 1999, and his license to Silk Pashmina, Inc. became effective around 2003.

INTERROGATORY NO. 39: Describe in detail the significance of the term ROYAL in Melwani's Mark.

RESPONSE: Opposer objects to this Interrogatory as it is vague, overbroad, unduly burdensome, irrelevant to a claim or defense of a party, and requires Opposer to produce information that is neither relevant to the subject matter of these proceedings nor reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving these objections, Opposer states that in 1978, when he first authored the mark Royal Silk, he considered the term ROYAL very significant.

INTERROGATORY NO. 40: Describe in detail the reason why Melwani chose to use the term ROYAL as part of Melwani's Mark.

RESPONSE: Opposer chose to use the term ROYAL as part of "Melwani's Mark" because when he authored the trademark ROYAL SILK in 1978, he knew that it was a very strong name, it would stand out, and it would become popular and famous.

INTERROGATORY NO. 41: Describe in detail Melwani's alleged key word and domain name costs related to the mark Royal Silk.

RESPONSE: Opposer objects to this Interrogatory as it is vague, overbroad, unduly burdensome, irrelevant to a claim or defense of a party, and requires Opposer to produce information that is neither relevant to the subject matter of these proceedings nor reasonably

calculated to lead to the discovery of admissible evidence. Subject to and without waiving these objections, Opposer states that he and/or his licensees spend a significant amount of money on keywords and domain names related to the mark Royal Silk.

INTERROGATORY NO. 42: Describe in detail Prakash T. Melwani's relationship to Shashi B. Melwani and to Anil M. Melwani.

RESPONSE: Opposer objects to this Interrogatory as it is irrelevant to a claim or defense of a party, and requires Opposer to produce information that is neither relevant to the subject matter of these proceedings nor reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving these objections, Opposer states that Anil M. Melwani is his attorney in this matter and that Shashi Melwani granted him rights to RSNY and its trademarks and goodwill in 1999.

INTERROGATORY NO. 43: Identify the average age of the purchasers of Melwani's Goods in the United States.

RESPONSE: Opposer objects to this Interrogatory as it is unduly burdensome, irrelevant to a claim or defense of a party, and requires Opposer to produce information that is neither relevant to the subject matter of these proceedings nor reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving these objections, Opposer estimates that the average age of the purchasers of "Melwani's Goods" in the United States is somewhere between 18 years old and 75 years old.

INTERROGATORY NO. 44: Describe in detail how Prakash T. Melwani came to acquire his earliest trademark rights in the mark ROYAL SILK.

RESPONSE: Opposer objects to this Interrogatory as it is unduly burdensome, irrelevant to a claim or defense of a party, and requires Opposer to produce information that is neither relevant to the subject matter of these proceedings nor reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving these objections, Opposer states that RSNY has been using the mark ROYAL SILK since 1978. Opposer is the original founder and owner of RSNY and acquired the goodwill and rights associated with RSNY from Shashi Melwani in 1999. This information is publicly available in Opposer's application for Trademark Registration Number 2338016 at www.USPTO.gov.

INTERROGATORY NO. 45: Describe in detail the periods of time after 1978 when Royal Silk Ltd. was not using the mark ROYAL SILK in the United States.

RESPONSE: Opposer objects to this Interrogatory as it is unduly burdensome, irrelevant to a claim or defense of a party, and requires Opposer to produce information that is neither relevant to the subject matter of these proceedings nor reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving these objections, Opposer states that he is not aware of any periods of time after 1978 when RSNY was not using the mark ROYAL SILK in the United States.

INTERROGATORY NO. 46: Describe in detail the periods of time after 1978 when Prakash T. Melwani was not using the mark ROYAL SILK in the United States.

RESPONSE: Opposer objects to this Interrogatory as it is unduly burdensome, irrelevant to a claim or defense of a party, and requires Opposer to produce information that is neither relevant to the subject matter of these proceedings nor reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving this objection, Opposer states that Opposer in his capacity as an individual or in connection with a company that he owned, owns, or has rights to, has used the mark ROYAL SILK in the United States since 1978.

INTERROGATORY NO. 47: Describe in detail whether, and to what extent, Royal Silk Ltd. was able to continue to use or license the mark ROYAL SILK after Royal Silk Ltd. went into bankruptcy.

RESPONSE: RSNY never “went into bankruptcy.”

INTERROGATORY NO. 48: Identify any parties to which Royal Silk Ltd. transferred some or all of its rights in the mark ROYAL SILK.

RESPONSE: Opposer objects to this Interrogatory as it is unduly burdensome, irrelevant to a claim or defense of a party, and requires Opposer to produce information that is neither relevant to the subject matter of these proceedings nor reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving these objections, Opposer states that RSNY’s rights were transferred to Shashi Melwani who transferred those rights to Opposer in 1999.

INTERROGATORY NO. 49: Describe in detail Melwani's consultation services for Royal Silk Products Inc. and Ultra Silk Inc., including the nature, duration and extent of such services.

RESPONSE: Opposer objects to this Interrogatory as it is irrelevant to a claim or defense of a party and requires Opposer to produce information that is neither relevant to the subject matter of these proceedings nor reasonably calculated to lead to the discovery of admissible evidence.

INTERROGATORY NO. 50: Describe in detail Prakash T. Melwani's role in facilitating the transfer of trademark rights in the mark ROYAL SILK to Ultra Silk.

RESPONSE: Opposer objects to this Interrogatory as it is irrelevant to a claim or defense of a party and requires Opposer to produce information that is neither relevant to the subject matter of these proceedings nor reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving these objections, Opposer states that he never facilitated any alleged transfer of trademark rights in the mark ROYAL SILK to "Ultra Silk."

The responses to these Interrogatories were sworn to and provided by Opposer Prakash Melwani in his individual capacity.

/s/ Prakash Melwani

Dated: May 11, 2009
New York, New York

Respectfully submitted,

/s/ Anil M. Melwani

Anil M. Melwani, Esq.
55 West End Avenue, Suite 9H
New York, New York 10023
TEL: (917) 226-3055
EM: melwaninyc@gmail.com
Attorney for Opposer

CERTIFICATE OF SERVICE

I, Anil M. Melwani, hereby certify that a copy of MELWANI'S RESPONSES AND OBJECTIONS TO INTERNATIONAL WHISKY CO. LIMITED'S FIRST SET OF INTERROGATORIES has been served upon Robert B. Burlingame, Pillsbury Winthrop Shaw Pittman LLP, P.O. Box 7880 Calendar/Docketing Department, San Francisco, CA 94120-7880, via Electronic Mail to rburlingame@pillsburylaw.com, per agreement, this 13th day of May, 2009.

/s/ Anil M. Melwani

EXHIBIT 3
to
International Whisky Company Limited's
First Notice of Reliance

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

In The Matter Of the mark: ROYAL SILK

PRAKASH MELWANI,	)	Opposition No. 91188230 (parent)
<i>Opposer,</i>	)	Cancellation No. 92050392
	)	Opposition No. 91188492
v.)	
	)	MELWANI'S ADDITIONAL
INTERNATIONAL WHISKY	)	RESPONSES AND OBJECTIONS TO
COMPANY LIMITED,	)	INTERNATIONAL WHISKY
<i>Applicant.</i>	)	COMPANY LIMITED'S FIRST SET
	)	OF INTERROGATORIES

To: INTERNATIONAL WHISKY COMPANY LIMITED
C/O PILLSBURY WINTHROP SHAW PITTMAN LLP
ATTN: ROBERT B. BURLINGAME
(Attorneys for Applicant)
P.O. BOX 7880 CALENDAR/DOCKETING DEPARTMENT
SAN FRANCISCO, CA 94120-7880

Opposer and Prakash Melwani (“Opposer”), responded to the First Set of Interrogatories (“Interrogatories”) from International Whisky Company Limited (“IWC”) on May 11, 2009. On May 8, 2010 IWC requested that Melwani provide additional information pertaining to the Interrogatories. Opposer herein states, responds, and objects as follows:

All responses submitted herein are based upon the present knowledge, information and belief of Opposer, are believed to be accurate as of the date made, and are provided subject to such additional information as may be recalled or discovered in the future. Opposer reserves the right to supplement his responses to the Interrogatories as discovery proceeds and if new information becomes known. Opposer is engaged in the continuing investigation of the matters inquired about in the Interrogatories. Because Opposer’s

investigation into the matters inquired about is continuing, he cannot exclude the possibility that he may be able to obtain more complete information or even information which indicates that the answers being supplied are inaccurate in some respects.

By responding to the Interrogatories, Opposer does not waive any privilege, and expressly reserves the right to recall at any time any information produced inadvertently to which any privilege is attached.

The fact that Opposer objects to any particular Interrogatory should not be construed to mean that information responsive to such Interrogatory exists. Similarly, the statement that Opposer will produce information in response to any particular Interrogatory should not be construed to mean that information of a type or in the category described in the Interrogatory in fact exists. Furthermore, the giving of any information that is otherwise subject to any objection is not a waiver of any such objection as to any other information not given.

Opposer expressly reserves the right to object to the use of any information given in response to the Interrogatories on the grounds of relevance or for any other reason. This response does not waive any objection that Opposer may have to any other discovery request involving or relating to the subject matter of the Interrogatories.

By responding to any Interrogatory, Opposer does not concede that the Interrogatory or the response thereto is relevant to the subject matter involved in the pending action or the claims or defenses, nor does he concede that any particular Interrogatory is reasonably calculated to lead to the discovery of admissible evidence. Opposer expressly does not concede the relevance or materiality of any Interrogatory herein, the subject matter to which it refers, and any response thereto.

GENERAL OBJECTIONS

The General Objections, set forth below, apply to statements made and definitions and instructions outlined in IWC's Interrogatories. They are incorporated into the following responses and shall be deemed continuing as to each Interrogatory, and are not waived, or in any way limited, by the specific responses or objections.

A. Opposer objects to IWC's definitions and instructions to the extent they attempt to alter the plain meaning of the words used in the Interrogatories, and to the extent they attempt to impose obligations on Opposer other than those imposed or authorized by the Federal Rules of Civil Procedure and/or the Trademark Trial and Appeals Board.

B. Opposer objects to the Interrogatories to the extent that they incorporate the words "all," "each," "any," or "every," on the grounds they are overly broad and unduly burdensome. It is impossible to represent that, even after a reasonable and diligent search, all, each, or every bit of information falling within a description can be or has been assembled. Information or documents may be known by many people and may be kept in a myriad of locations and files. Opposer cannot warrant or represent that each or all or every bit of information requested has been provided; only that Opposer has disclosed that information which he could gather in response to the Interrogatories after a reasonable and diligent investigation.

C. Opposer objects to the Interrogatories in their entirety on the grounds that they are overbroad, unduly burdensome and oppressive and to the extent that they seek information that is duplicative.

D. Opposer objects to the Interrogatories insofar as they request information beyond the scope permitted by the Federal Rules of Civil Procedure ("FRCP") and/or the Trademark Trial and Appeals Board ("TTAB").

E. Opposer objects to the Interrogatories to the extent that they seek information which is protected against compelled disclosure under the attorney-client privilege and/or the attorney work-product doctrine, or seek information concerning experts or their opinions beyond the confines of the FRCP and/or the rules of the TTAB, or evidencing or constituting material prepared in anticipation of litigation, and/or any other applicable privilege or immunity.

F. Opposer objects to the Interrogatories insofar as they seek information concerning the work product, mental impressions, conclusions, opinions, or legal theories of Opposer's counsel.

G. Opposer objects to the Interrogatories insofar as they are unintelligible, vague, or otherwise unclear as to the precise information sought.

H. Opposer objects to the Interrogatories to the extent that they seek information beyond his possession, custody, control or knowledge.

I. Opposer objects to the Interrogatories to the extent they seek information that is in IWC's possession, custody, or control or equally available to IWC as to Opposer.

J. Opposer objects to the Interrogatories to the extent that they require Opposer to produce information that is neither relevant to the subject matter of these proceedings nor reasonably calculated to lead to the discovery of admissible evidence.

K. Opposer objects to any Interrogatory that seeks information, which is confidential and contains business sensitive information and trade secrets.

L. Opposer objects to the Interrogatories to the extent that they exceed the number allowed by the TTAB and/or the FRCP.

ADDITIONAL RESPONSES AND OBJECTIONS

INTERROGATORY NO. 1: Describe in detail each of Melwani's Goods.

ADDITIONAL RESPONSE: Opposer is currently using the Royal Silk trademark in connection with at least the following goods and services that are relevant to these proceedings:

Goods – Wearing apparel made wholly or substantially of silk, namely, tops, shorts, skirts, boxers, scarves, sashes, and mufflers. Handkerchiefs, piece goods, all made in whole or in substantial part of silk.

Services - Providing information in the fields of silk, the folklore of silk, the history of silk, and the proper care of silk via websites on a global computer network.

Opposer intends to use the Royal Silk trademark in connection with a number of goods and services including but not limited to: Watches, Handbags, Additional Clothing and Accessories, Other Fashion Accessories and Products, Cosmetics, Fragrances, Soaps, Body Products, Surfing Supplies, Furniture, Home Furnishings, Footwear, Cleaning Products, Pet Products, Toys, Dolls, Kites, Cards, Stationary, Wallpaper, Flowers, and Food & Beverages.

INTERROGATORY NO. 2: For each of Melwani's Goods, state the date on which Melwani's Mark was first used in the United States on or in connection to that good.

ADDITIONAL RESPONSE: Melwani's Mark was first used in the United States on or in connection to the following goods that are relevant to these proceedings: wearing

apparel made wholly or substantially of silk, namely, tops, shorts, skirts, boxers, scarves, sashes, and mufflers, in April, 1978.

Melwani's Mark was first used in the United States on or in connection to the following goods that are relevant to these proceedings: handkerchiefs, piece goods, all made in whole or in substantial part of silk, in August, 2004.

Melwani's Mark was first used in the United States on or in connection to the service of providing information in the fields of silk, the folklore of silk, the history of silk, and the proper care of silk via websites on a global computer network, in November, 2003.

INTERROGATORY NO. 4: Describe in detail the extent of the current use of Melwani's Mark in the United States.

ADDITIONAL RESPONSE: The additional information being sought is not relevant to these proceedings.

INTERROGATORY NO. 5: Identify three persons other than Melwani who are most knowledgeable about Melwani's current and proposed use of Melwani's Mark.

ADDITIONAL RESPONSE: Darr Kartychak. Phone - (609) 430-8460.
Address - 113 Westerly Road, Princeton, NJ 08540.

INTERROGATORY NO. 6: State the date that Melwani first became aware of IWC's Mark.

ADDITIONAL RESPONSE: Opposer first became aware that IWC had filed a trademark application for the term ROYAL SILK with the USPTO at some point between February 29, 2000 and March 7, 2005.

INTERROGATORY NO. 7: Describe in detail how Melwani first became aware of IWC's Mark.

ADDITIONAL RESPONSE: Melwani first became aware that IWC had filed a trademark application for the term ROYAL SILK with the USPTO after he performed a search at the USPTO's website for the term "Royal Silk" as he periodically does.

INTERROGATORY NO. 8: State the date on which, according to Melwani, Melwani's Mark became famous.

ADDITIONAL RESPONSE: Opposer believes "Melwani's Mark" became famous sometime between 1982 and 1984.

INTERROGATORY NO. 9: Describe in detail the channels of trade by which Melwani's Goods are marketed in the United States.

ADDITIONAL RESPONSE: The channels of trade by which "Melwani's Goods" are currently marketed in the United States include online retail such as Amazon.com, Ebay.com, RoyalSilkUSA.com, SilkPashmina.us, Google.com, Yahoo.com, MSN.com, Shopzilla, and Shopping.com and some offline retail in the form of wholesale to men's and women's clothing stores.

INTERROGATORY NO. 10: Identify all publications in which Melwani's Goods have been promoted or advertised in the United States, including the name and date of each such publication.

ADDITIONAL RESPONSE: A representative list has already been produced in response to this interrogatory. Opposer is not in possession of a complete and exhaustive list. Additional publications include: Advertising Age and Women's Wear Daily.

INTERROGATORY NO. 12: Identify all stores in which Melwani's Goods have been sold in the United States.

ADDITIONAL RESPONSE: Currently Opposer himself does not operate any offline stores through which goods bearing the mark ROYAL SILK are sold.

INTERROGATORY NO. 14: For each of Melwani's Goods, state the average retail price to United States consumers.

RESPONSE: The current retail prices for Melwani's Goods currently being sold that are relevant to these proceedings are roughly as follows:

Handkerchiefs - \$7 - \$14

Pocket Squares - \$7 - \$14

Painting Canvases - \$20 - \$35

Lens Cloths - \$7

Shells (Tee Shirts) - \$30

Long-Sleeved Shirts - \$20 - \$30

Shirts For Suits - \$20 - \$30

Tank Tops - \$25

Shorts - \$22

Skirts - \$45 - \$55

Boxers - \$16 - \$22

Scarves - \$18 - \$45

Sashes - \$18 - \$35

Mufflers - \$18 - \$35

Blouses - \$20 - \$30

The expected retail prices for Melwani's Goods intended-to-be-sold that are relevant to these proceedings are as follows:

Watches - \$40 - \$350

Handbags - \$40 - \$350

INTERROGATORY NO. 15: State the total sales in the United States, in dollars and units, for each of Melwani's Goods for each year from 1978 to the present.

ADDITIONAL RESPONSE: Opposer does not have these breakdowns and they are not relevant to these proceedings.

INTERROGATORY NO. 16: State the quantities of Melwani's Goods sold per year in the United States from 1978 to the present.

ADDITIONAL RESPONSE: Opposer does not have these breakdowns and they are not relevant to these proceedings.

INTERROGATORY NO. 17: State the total advertising expense attributable to Melwani's Mark in the United States per year from 1978 to the present.

ADDITIONAL RESPONSE: The total advertising expense attributable to Melwani's Mark in the United States from 1978 to the present is at least \$5 - \$10 million. Opposer does not have the breakdowns from year to year since 1978.

INTERROGATORY NO. 19: Identify any food or beverages that Melwani currently sells anywhere in the world.

ADDITIONAL RESPONSE: Opposer does not currently sell any food or beverages.

INTERROGATORY NO. 22: Describe in detail any grant of interest in Melwani's Mark, including but not limited to grants of security interests or grants of trademark licenses.

ADDITIONAL RESPONSE: Opposer has a verbal license with Royal Silk Direct, Inc., a New Jersey corporation ("RSD") covering clothing, fashion items, and fashion accessories and with RSNY covering personal care products. Both licenses end on December 31, 2029.

INTERROGATORY NO. 23: Describe in detail all instances of actual confusion between Melwani's Mark and IWC's Mark.

ADDITIONAL RESPONSE: Opposer has not kept any such records.

INTERROGATORY NO. 28: Identify all applications and registrations of Melwani's Mark in any territories or jurisdictions and/or under any international treaties, including but not limited to the Madrid Agreement and Madrid Protocol.

ADDITIONAL RESPONSE: The additional information being sought is not relevant to these proceedings.

INTERROGATORY NO. 29: Describe in detail all instances when Melwani relied on its alleged rights in the mark ROYAL SILK to demand that another party halt use of a name or trademark.

ADDITIONAL RESPONSE:

A representative list of eBay auctions that Opposer shut down includes:

#270021061105 - 7 COLOR DRAGON&PHENIX ROYAL SILK SHIRT BLACK 2153
#320018107430 - MAROON EMBROIDERED ROYAL SILK QUILT BEDSPREAD LINEN
#230021878719 - Black Ostrich Bonded Leather Belt Silver-Tone Buckle 42
#230025260438 - Silk - Hand Painted - Beautiful Yarn
#110019995030 - This royal silk embroidery beautifully matted and frame...

A representative list of people or entities to which Opposer delivered written or verbal cease and desist demands includes:

PromoPeddler.com
Blufly.com
Ashleylin.com
Tom Samson of FashionFabricsClub.com
cBazaar.com
sareeutsav.com
Orvis.com
Ebay Seller royal-silk06

INTERROGATORY NO. 32: For each year from 1978 to the present, state the total net profit that Melwani has earned from sales of Melwani's Goods in the United States.

ADDITIONAL RESPONSE: The additional information being sought is not relevant to these proceedings.

INTERROGATORY NO. 33: Describe in detail all instances of media attention in the United States relating to Melwani's Mark, namely all instances when a media entity in the United States has publicly published a review or discussion, by someone other than Melwani, of and/or Melwani's Mark.

ADDITIONAL RESPONSE: Opposer does not have a detailed list of all instances of media attention in the United States relating to Melwani's Mark. Opposer has already produced the responsive documents in his possession.

INTERROGATORY NO. 36: Describe in detail any and all ownership interests that parties other than Melwani have, or have had, in any of Melwani's ROYAL SILK marks.

ADDITIONAL RESPONSE: There was not joint ownership of Opposer's mark ROYAL SILK between 1978 and 1998. RSNY's rights were assigned to Shashi Melwani which is why Shashi Melwani's rights encompassed those of RSNY.

INTERROGATORY NO. 39: Describe in detail the significance of the term ROYAL in Melwani's Mark.

ADDITIONAL RESPONSE: Opposer already responded to this interrogatory.

INTERROGATORY NO. 41: Describe in detail Melwani's alleged key word and domain name costs related to the mark Royal Silk.

RESPONSE: Currently Opposer's key word and domain name costs are roughly \$4,000 - \$7,000 per month.

INTERROGATORY NO. 49: Describe in detail Melwani's consultation services for Royal Silk Products Inc. and Ultra Silk Inc., including the nature, duration and extent of such services.

RESPONSE: The additional information being sought is not relevant to these proceedings.

INTERROGATORY NO. 50: Describe in detail Prakash T. Melwani's role in facilitating the transfer of trademark rights in the mark ROYAL SILK to Ultra Silk.

RESPONSE: The additional information being sought is not relevant to these proceedings.

The additional responses to these Interrogatories were sworn to and provided by Opposer Prakash Melwani in his individual capacity.

/s/ Prakash Melwani

Dated: June 18, 2010
New York, New York

Respectfully submitted,

/s/ Anil M. Melwani

Anil M. Melwani, Esq.
55 West End Avenue, Suite 9H
New York, New York 10023
TEL: (917) 226-3055
EM: melwaninyc@gmail.com
Attorney for Opposer

CERTIFICATE OF SERVICE

I, Anil M. Melwani, hereby certify that a copy of MELWANI'S ADDITIONAL RESPONSES AND OBJECTIONS TO INTERNATIONAL WHISKY COMPANY LIMITED'S FIRST SET OF INTERROGATORIES has been served upon Robert B. Burlingame, Pillsbury Winthrop Shaw Pittman LLP, P.O. Box 7880 Calendar/Docketing Department, San Francisco, CA 94120-7880, via Electronic Mail to rburlingame@pillsburylaw.com, per agreement, this 18th day of June, 2010.

/s/ Anil M. Melwani

EXHIBIT 4
to
International Whisky Company Limited's
First Notice of Reliance

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

ROYAL SILK PRODUCTS, INC.)	
	)	Proceeding No. 92045366
v)	
	)	Affidavit and Motion to Dismiss
PRAKASH T. MELWANI)	

PRELIMINARY

1. Undersigned, Prakash T. Melwani ("registrant"), owner of Registration Nos. 2944124 and 2338016 for the ROYAL SILK mark, respectfully submits this affidavit and files this motion to dismiss petitioner's proceeding ("proceeding").

2. Petitioner, Royal Silk Products, Inc. ("RSPI") commenced this proceeding in the form of a Petition for Cancellation sometime in January 12, 2006.

3. RSPI is represented by counsel, Donna Mirman Broome, Esq. ("Ms. Broome") from the New York law firm of Gottlieb, Rackman & Reisman, P.C.

3. Registrant received noticed about this proceeding from the USPTO around February 15, 2006.

4. Registrant believes that this is an improper proceeding barred under the doctrines of res judicata, collateral estoppel, and unclean hands.

5. Accordingly, in a letter dated February 21, 2006 and send via facsimile the same day, registrant informed Ms. Broome about



a previous related proceeding between the same parties, 00 Civ 7623 (SDNY), that was settled in favor of this registrant and against RSPI; and that under the terms of this settlement, RSPI was precluded from raising the issue of fraud with respect to registrant's 04-04-00 USPTO registration for the ROYAL SILK mark. A copy of registrant's 02-21-06 letter is included here as EXHIBIT D.

6. For some reason, in this Petition for Cancellation, both Ms. Broome and RSPI have left out district court action 00 Civ 7623 under the list of related proceedings.

7. Ms. Broome did not respond to registrant's 02-21-06 letter or otherwise communicate with registrant.

8. So, on February 28, 2006, registrant filed a motion to extend time to reply in this proceeding, hoping to persuade Ms. Broome and RSPI to withdraw their case based on copies of the relevant settlement documents from case 00 Civ 7623.

9. Shortly thereafter, on March 11, 2006, registrant sent Ms. Broome the relevant documents from 00 Civ 7623 that are now included as exhibits in this motion. A copy of registrant's 03-11-06 cover letter to Ms. Broome is included here as EXHIBIT E.

10. To date, Ms. Broome and her law firm have failed to respond to this registrant's 03-11-06 letter or to the documents that were sent or otherwise communicate with registrant.

11. Because Ms. Broome and/or her law firm have failed to contact or to communicate with this registrant, he now files this present motion to dismiss on the legal grounds of res judicata, collateral estoppel, unclean hands, and failure to state a claim.

12. Moreover, registrant believes that RSPI's allegations about fraud are vague and lacking in specificity, and so, this proceeding should be dismissed for this reason too.

BACKGROUND

13. Around October 9, 2000, registrant filed a federal Lanham Act action against RSPI and its officer, Pradip Jain ("Pradip") in the Southern District of New York, case number 00 Civ 7623 (BSJ)(AJP).

14. Subsequently, around November 28, 2000, Pradip and RSPI filed a Answer/Affirmative Defenses/Counterclaims to 00 Civ 7623. This fourteen-page document is attached here as EXHIBIT A.

15. In case 00 Civ 7623, Pradip and RSPI were represented by counsel, Nicholas P. Otis, Esq. from the law firm of Nathanson, Devack and Memmoli, LLP based in East Meadow, New York.

16. On August 10, 2001, there was a court ("SDNY") hearing in case 00 Civ 7623, in front of Hon. Andrew J. Peck, USMJ, to finalize issues with respect to settlement and judgment. The eleven-page transcript of the 08-10-01 SDNY hearing is attached here as EXHIBIT B.

17. Pradip and RSPI were present at the 08-10-01 SDNY hearing in front of Hon. Peck and agreed to the terms of the judgment and settlement.

18. On August 17, 2001, the SDNY court filed a Judgment in case 00 Civ 7623 in favor of this registrant and against RSPI, Pradip,

and potential other violators. The four-page SDNY Judgment of 08-17-01 is attached here as EXHIBIT C.

**RSPI'S FRAUD ALLEGATIONS ARE REPETITIVE
OF ITS FRAUD COUNTERCLAIMS IN CASE 00 Civ 7623**

19. In this proceeding, as grounds for cancellation, RSPI alleges that registrant's 04-04-00 registration for the ROYAL SILK mark was obtained fraudulently.

20. In case 00 Civ 7623, RSPI counterclaimed that registrant's 04-04-00 registration for the ROYAL SILK mark was obtained fraudulently.

21. More specifically, at ¶62, EXHIBIT A, under the first counterclaim, RSPI alleged that "...plaintiff's registration of the trade name and trademark Royal Silk in or about April 2000 was improper and was fraudulent as to the common law rights of RSPI, as plaintiff acted in bad faith and with full knowledge that RSPI had prior rights in the name, for which it had paid Bank of India in excess of \$180,000.00."

22. Then, at ¶79, EXHIBIT A, and after the fourth counterclaim, RSPI alleged that "...given plaintiff's actual knowledge of RSPI's prior right in and use of the name 'Royal Silk' in connection with the sale of silk products, and based on plaintiff's trademark registration application filed in bad faith, with the intent to deceive and defraud both the defendantcounter claimant and the USPTO."
(sic)

23. To continue, at ¶80, EXHIBIT A, RSPI alleged that "...by reason of the foregoing, defendant RSPI, is entitled to an order and judgment directing cancellation of the Royal Silk trademark registered by plaintiff in the USPTO, on or about April 4, 2000.

IN CASE 00 Civ 7623, AS PART OF THE SETTLEMENT, ALL CLAIMS AND COUNTERCLAIMS BY PARTIES WERE DISMISSED WITH PREJUDICE

24. As part of the settlement and judgment in case 00 Civ 7623, the SDNY Court dismissed with prejudice all claims and counterclaims by parties in the case.

25. Specifically, EXHIBIT B, on page 8, at lines 23-25, the SDNY transcript of the 08-10-01 hearing reads as follows:

"(THE COURT:) All claims and counterclaims in this action are hereby discontinued with prejudice in accordance with the terms of the stipulation."

26. At the SDNY hearing of 08-10-01, Pradip was present and both he and RSPI were represented by counsel.

27. It follows then that RSPI's two counterclaims concerning the alleged fraud by registrant in his application for the 04-04-00 registration of the ROYAL SILK mark were dismissed with prejudice, meaning that they could not be raised again in another proceeding under any legal guise or cover or change of language.

28. For all the above-cited reasons, this proceeding should be dismissed because petitioner RSPI is precluded from raising the issue of fraud with respect to registrant's application for the 04-04-00 registration of the ROYAL SILK mark.

**RSPI SHOULD BE DENIED ANY RELIEF IN THIS PROCEEDING
BECAUSE IT HAS ACTED IMPROPERLY, UNLAWFULLY, WITH
BAD FAITH, WITH FRAUDULENT INTENT, AND WITH UNCLEAN HANDS**

29. On May 12, 2003, RSPI filed a trademark application ("RSPI Application") with the USPTO for the ROYAL SILK mark for goods in five different classes.

30. RSPI was founded, formed, and organized by Pradip as a corporation in the State of New Jersey around December 1991.

31. Around February 1978, registrant was the founder and acting principal of Royal Silk, Ltd., ("RSL"), the original Royal Silk company, which was formed as a New York corporation with an address at the World Trade Center.

32. Registrant is the creator and the author of the ROYAL SILK mark that he singly conceived around January 1978.

33. Registrant's rights to the ROYAL SILK mark flow from RSL, his predecessor-in-interest.

34. By the time of the RSPI Application, Pradip and RSPI and registrant had a long history of litigation and discovery, having been engaged in at least four legal actions in New York courts.

35. At the time of the RSPI Application, Pradip and RSPI knew, or should have known, that registrant was the valid owner of a ROYAL SILK mark for Class 25 and that he had applied for other classes for the same mark that were pending.

36. At the time of the RSPI Application, Pradip and RSPI knew, or should have known, that RSL was an active corporation engaged in silk and that it had been in business since 1978.

37. In the RSPI Application, RSPI applied for a mark for Class 3 alleging first use in 1985.

38. Since RSPI was founded in 1991, it could not have first used the ROYAL SILK mark for Class 3 anytime in 1985.

39. RSPI cannot show, and has been unable to show any evidence in the past, that it has rights for the ROYAL SILK mark for Class 3 since 1985.

40. In the RSPI Application, RSPI applied for a mark for Class 18 alleging first use in 1982.

41. Since RSPI was founded in 1991, it could not have first used the ROYAL SILK mark for Class 18 anytime in 1982.

42. RSPI cannot show, and has been unable to show any evidence in the past, that it has rights for the ROYAL SILK mark for Class 18 since 1982.

43. In the RSPI Application, RSPI applied for a mark for Class 25 alleging first use in 1978.

44. Since RSPI was founded in 1991, it could not have first used the ROYAL SILK mark for Class 25 anytime in 1978.

45. RSPI cannot show, and has been unable to show any evidence in the past, that it has rights for the ROYAL SILK mark for Class 25 since 1978.

46. In the RSPI Application, RSPI applied for a mark for Class 35 alleging first use in 1978.

47. Since RSPI was founded in 1991, it could not have first used the ROYAL SILK mark for Class 35 anytime in 1978.

48. RSPI cannot show, and has been unable to show any evidence in the past, that it has rights for the ROYAL SILK mark for Class 35 since 1978.

49. By order of the 08-17-91 SDNY Judgment, EXHIBIT C, in paragraph two of the front page, RSPI and others were refrained henceforth from "holding themselves out as being the same as the successor in interest, or in any manner affiliated with Royal Silk, Ltd. (RSL) or Royal Silk, Inc."

50. Further, by order of the 08-17-91 SDNY Judgment, EXHIBIT C, in paragraph four of the front page and the next page, RSPI and others agree to henceforth "refrain representation or claim about the history and experience of Royal Silk Products, Inc. (RSPI) or any affiliated company which incorporates the history and experience of Royal Silk Ltd. (RSL) or Royal Silk, Inc."

51. In the RSPI Application, and for four different classes, RSPI violated the clear terms of the SDNY Judgment by incorporating the history and experience of RSL and Royal Silk, Inc. as its own history and experience at four different times.

52. Thus, through the RSPI Application, by alleging false first use dates, and by violating the terms of the SDNY Judgment, Pradip and RSPI have acted improperly, unlawfully, with bad faith, with fraudulent intent, and with unclean hands.

53. For all the above reasons, RSPI should be denied any relief in this proceeding and, moreover, this proceeding for cancellation of registrant's trademarks should be dismissed with prejudice.

**PETITIONER'S FRAUD ALLEGATIONS AS TO REGISTRANT'S
04-26-05 REGISTRATION LACK SPECIFITY AND ARE VAGUE
AND THEREFORE THIS PROCEEDING SHOULD BE DISMISSED**

54. In this proceeding, as grounds for cancellation, RSPI also alleges that registrant's 04-26-05 registration for the ROYAL SILK mark was obtained fraudulently.

55. RSPI does not specifically identify the classes or the services in registrant's 04-26-05 registration that are subject to fraud.

56. Moreover, RSPI does not specify the alleged dates of first use for the specific classes or services in registrant's 04-26-05 registration that are subject to fraud.

57. In fact, RSPI has never owned or otherwise obtained trademarks for the specific goods and services that are the subject of registrant's 04-26-05 registration.

58. And RSPI has not, in any clear fashion, alleged first use of trademarks for the specific goods or services that are the subject of registrant's 04-26-05 registration.

59. For that matter, it is also not clear from RSPI's general, scrambled, and jumbled allegations about the various classes in registrant's two registrations for the ROYAL SILK marks as to whether it is claiming first use itself or by some other entity.

60. Furthermore, it is not clear from RSPI's collated and confusing allegations, in what time order the alleged fraud or use occurred for each specific class or service claimed by either

registrant or petitioner in clear, unified, point-by-point declarative statements.

61. Finally, in its moving papers for this proceeding, RSPI alleges that on October 4, 2005, a decision ("10-04-05 Decision") was issued against registrant in a civil case involving both petitioner and registrant related to the trademark ROYAL SILK, namely, 1:2002cv1224' and cites this as a reason for cancellation of registrant's marks.

62. Neither RSPI nor its counsel provide a copy of the alleged 10-04-05 Decision.

63. Neither RSPI nor its counsel provide any relevant or specific language from the alleged 10-04-05 Decision that would impact this registrant's subject registrations.

64. Fraud has to be shown with specificity and proven by clear and convincing evidence.

65. Since RSPI has not identified or clarified the specific fraud nor shown specific evidence for registrant's alleged fraud in either one of his registrations, this proceeding should be dismissed.

66. The continuation of this proceeding will cause injury and damage to registrant.

67. Registrant does not submit a brief in this motion to dismiss because he does not believe that the motion involves complicated or difficult issues of law.

68. Registrant affirms and declares under the penalty of perjury if willfully false (18 U.S.C. § 1001), that he has read and

examined the foregoing statements, along with five exhibits, A to E, and knows the affirmations thereof, and the same to be true based on registrant's knowledge, information, and belief.

WHEREFORE, and for all the above reasons, registrant respectfully requests this Court to dismiss this proceeding. And, because petitioner comes here with unclean hands, registrant respectfully requests this Court to dismiss this proceeding with prejudice and grant such other relief as the Court deems fair, equitable and proper.

Dated: March 25, 2006



Signed by:
PRAKASH T. MELWANI
350 THIRD AVE #365
NEW YORK, NY 10010
Tel: (212) 995-9669

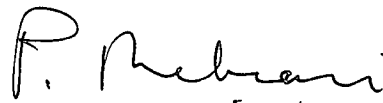
**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**

ROYAL SILK PRODUCTS, INC.)	
	)	Proceeding No. 92045366
v)	
	)	Certificate of Service
PRAKASH T. MELWANI)	

I hereby certify that a true and complete copy of the foregoing Affidavit and Motion to Dismiss, along with Exhibits A to E, has been served on Donna Mirman Broome, Esq. by mailing said copy on March 27, 2006, via First Class United States Mail, postage prepaid to:-

Donna Mirman Broome, Esq.
Gottlieb, Rackman & Reisman, P.C.
270 Madison Avenue
New York, NY 10016

Dated: March 27, 2006



Signed by:
PRAKASH T. MELWANI
350 THIRD AVE #365
NEW YORK, NY 10010
Tel: (212) 995-9669

Answer/Affirmative Defenses/Counterclaims submitted
November 28, 2000 by petitioner RSPI in case 00 Civ 7623.

EXHIBIT A

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----X

PRAKASH MELWANI,

Plaintiff,

-against-

PRADIP K. JAIN,
and ROYAL SILK PRODUCTS, INC.,

Defendants.

-----X

Case No.: 00CIV 7623

**ANSWER
AFFIRMATIVE DEFENSES
AND COUNTERCLAIMS**

Defendants by their attorneys, Nathanson, Devack & Memmoli, LLP, as and
for their Answer to the Complaint herein, respectfully state as follows:

ANSWERING THE GENERAL ALLEGATIONS

1. Deny having knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in paragraph "1" of the Complaint.
2. Admit the allegations of paragraph "2" of the Complaint.
3. Deny each and every allegation contained in paragraph "3" of the Complaint.
4. Deny each and every allegation contained in paragraph "4" of the Complaint.
5. Deny each and every allegation contained in paragraph "5" of the

Complaint.

6. Deny having knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph "6" of the Complaint.

7. Deny having knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph "7" of the Complaint.

8. Admit the allegations contained in paragraph "8" of the Complaint.

9. Admit the allegations contained in paragraph "9" of the Complaint.

10. Deny each and every allegation contained in paragraph "10" of the Complaint.

11. In answering the allegations of paragraph "11" of the complaint, defendants admit that the exhibit annexed to the complaint indicates that plaintiff may have registered the subject trademark, but deny that plaintiff did so properly or has any rights therein.

12. Deny having knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph "12" of the Complaint.

ANSWERING COUNT ONE

13. In answering the allegations of paragraph "13" of the Complaint, defendants admit that defendant, ROYAL SILK PRODUCTS, INC. ("RSPI"), maintained a royalsilk.com web site as a form of interstate commercial advertising between 1996 and approximately September, 1999, and deny said allegations as to defendant, PRADIP K.

JAIN.

14. Deny each and every allegation contained in paragraph "14" of the Complaint.

15. Deny each and every allegation contained in paragraph "15" of the Complaint.

16. Deny each and every allegation contained in paragraph "16" of the Complaint.

17. Admit the allegations contained in paragraph "17" of the Complaint.

18. Deny each and every allegation contained in paragraph "18" of the Complaint.

19. Deny each and every allegation contained in paragraph "19" of the Complaint.

20. Deny each and every allegation contained in paragraph "20" of the Complaint.

21. Deny each and every allegation contained in paragraph "21" of the Complaint.

22. Admit the allegations contained in paragraph "22" of the Complaint.

23. Deny each and every allegation contained in paragraph "23" of the Complaint.

24. Deny each and every allegation contained in paragraph "24" of the Complaint.

25. Deny each and every allegation contained in paragraph "25" of the

Complaint.

26. Deny each and every allegation contained in paragraph "26" of the

Complaint.

ANSWERING COUNT TWO

27. In answering the allegations of paragraphs "27" of the Complaint, defendants repeat and reallege each and every denial and/or other response contained in the foregoing paragraphs of this answer, with the same force and effect as if fully set forth herein.

28. Deny having knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph "28" of the Complaint.

29. Deny each and every allegation contained in paragraph "29" of the Complaint.

30. Deny each and every allegation contained in paragraph "30" of the Complaint.

31. Deny each and every allegation contained in paragraph "31" of the Complaint.

32. Deny each and every allegation contained in paragraph "32" of the Complaint.

33. Deny each and every allegation contained in paragraph "33" of the Complaint.

34. Deny each and every allegation contained in paragraph "34" of the

Complaint.

35. Deny each and every allegation contained in paragraph "35" of the

Complaint.

36. Deny each and every allegation contained in paragraph "36" of the

Complaint.

37. Deny each and every allegation contained in paragraph "37" of the

Complaint.

ANSWERING COUNT THREE

38. In answering the allegations of paragraph "38" of the Complaint, defendants repeat and reiterate each and every denial and/or other response contained in the foregoing paragraphs of this Answer with the same force and effect as if fully set forth herein.

39. Deny each and every allegation contained in paragraph "39" of the
Complaint.

40. Deny each and every allegation contained in paragraph "40" of the
Complaint.

41. Deny each and every allegation contained in paragraph "41" of the
Complaint.

42. Deny each and every allegation contained in paragraph "42" of the

Complaint.

ANSWERING COUNT FOUR

43. In answering the allegations of paragraph "43" of the Complaint, defendants repeat and reiterate each and every denial and/or other response contained in the foregoing paragraphs of this Answer with the same force and effect as if fully set forth herein.

44. Deny each and every allegation contained in paragraph "44" of the Complaint.

45. Deny having knowledge or information sufficient to form a belief as to the truth or falsity of the allegation contained in paragraph "45" of the Complaint.

46. Deny each and every allegation contained in paragraph "46" of the Complaint.

47. Deny each and every allegation contained in paragraph "47" of the Complaint.

AS AND FOR A FIRST AFFIRMATIVE DEFENSE

48. The Complaint and each and every cause of action therein alleged fails to state a claim upon which relief can be granted.

AS AND FOR A SECOND AFFIRMATIVE DEFENSE

49. Plaintiff's application for equitable relief is barred by the doctrine of

laches.

AS AND FOR A THIRD AFFIRMATIVE DEFENSE

50. The prior use and common law rights of defendant, RSPI, in and to the name and mark "Royal Silk", which never has been abandoned, preclude any claim for legal or equitable relief by plaintiff based on his purported rights therein.

AS AND FOR A FOURTH AFFIRMATIVE DEFENSE

51. Plaintiff's application for equitable relief is barred by the doctrine of unclean hands.

AS AND FOR A FIFTH AFFIRMATIVE DEFENSE

52. Plaintiff has suffered no compensable damages or remediable injury as a result of any action or inaction of the defendants.

AS AND FOR A SIXTH AFFIRMATIVE DEFENSE

53. Section 350-a of New York's General Business Law does not create a private right of action and therefore count three fails to state a claim upon which relief can be granted.

**AS AND FOR A SEVENTH AFFIRMATIVE DEFENSE AND
FIRST COUNTERCLAIM ON BEHALF OF DEFENDANT
ROYAL SILK PRODUCTS, INC.**

54. The defendant-counterclaim, ROYAL SILK PRODUCTS, INC.

("RSPI"), is a New Jersey business corporation with its principal place of business at 800-810 31st Street, Union, New Jersey 07087.

55. Upon information and belief the plaintiff is a citizen and resident of the State of New York residing at 201 East 28th Street, New York, New York; that plaintiff is or claims to be the owner of the "Royal Silk" trademark registered in the United States Patent and Trademark office on April 4, 2000, which trademark covers wearing apparel made wholly or substantially of silk.

56. That heretofore and in or about 1992, Defendant, RSPI, purchased for valuable consideration from the Bank of India as foreclosing secured creditor of Royal Silk Co., Ltd., certain rights in the trade name, trade marks and service marks of said Royal Silk Co. Ltd.

57. That the rights so acquired by RSPI included but were not limited to common law rights and the U.S. trademark and service mark registration number 1,429,638, "Royal Silk", described in the registration application as mail order and retail stores services in the field of clothing made wholly or partially of silk, and fashion accessories.

58. That a written assignment of said trade name and trade mark was filed in the United States Patent and Trademark Office ("USPTO") on or about September 21, 1992.

59. That defendant, RSPI, has continuously done business under the Royal Silk trade name and trademark since its acquisition of same in 1992 and has invested much time, money and effort in promoting the name and mark and developing the

business.

60. That by virtue of having been a paid consultant of RSPI and a related company, Ultra Silk Products, Inc., between October, 1991 and December, 1993, plaintiff had and continues to have actual knowledge of defendant-counter claimant's common law and statutory rights in and to the mark and name ROYAL SILK.

61. That notwithstanding the inadvertent cancellation of RSPI's trademark registration in or about January, 1995, RSPI continues to have valuable common law rights in and to the name Royal Silk, and has continued to do business as Royal Silk through the present day.

62. That plaintiff's registration of the trade name and trademark Royal Silk in or about April, 2000 was improper and was fraudulent as to the common law rights of RSPI, as plaintiff acted in bad faith and with full knowledge that RSPI had prior rights in the name, for which it had paid Bank of India in excess of \$180,000.00.

63. That upon information and belief plaintiff has introduced into the market place goods wares and merchandise bearing the name Royal Silk, in direct contravention of RSPI's common law rights.

64. That RSPI has been or will be irreparably injured in its business operation if plaintiff is permitted to do business as Royal Silk in direct competition with the products and services offered by RSPI.

65. That plaintiff's infringing activities constitute actionable unfair competition at common law.

66. That plaintiff has no adequate remedy at law.

67. That a result of the foregoing, RSPI is entitled to injunctive relief forever enjoining and restraining plaintiff, his agents, servants and employees from making any commercial use of the name and mark Royal Silk or any colorable variation thereof.

**AS AND FOR A SECOND COUNTERCLAIM ON BEHALF OF
ROYAL SILK PRODUCTS, INC.**

68. Defendant-counter claimant repeats, reiterates and realleges each and every allegation contained in paragraph "54" through "67" hereof, with the same force and effect as if fully set forth herein.

69. Plaintiff's activities as alleged above have violated RSPI's rights in its trade name under common law.

70. As a direct result of his infringing activities, defendant has been unjustly enriched through fraudulent conversion of RSPI's goodwill and its rights in its trade name, and has caused RSPI to lose sales of its genuine Royal Silk Products.

71. That upon information and belief, plaintiff has received substantial profits to which RSPI is entitled under common law.

72. The amount of such profits is unknown to Defendantcounter claimant and cannot be ascertained without an accounting; and that defendant-counter claimant has no adequate remedy at law.

73. By reason of the foregoing, Defendant, RSPI is entitled to judgment against plaintiff directing plaintiff to account for all sales made and profits earned through his improper use of the name "Royal Silk", and upon said accounting, directing plaintiff

to pay over to said RSPI an amount equal to the net profits derived therefrom.

**AS AND FOR A THIRD COUNTERCLAIM ON BEHALF OF
DEFENDANT, ROYAL SILK PRODUCTS, INC.**

74. Defendant-Counterclaimant repeats, reiterates and realleges each and every allegation contained in paragraphs "54" through "73" hereof, with the same force and effect as if fully set forth herein.

75. That by reason of the foregoing, Defendant, RSPI, has been damaged in the approximate amount of \$500,000.00.

76. that by reason of the foregoing, defendant, RSPI, is entitled to judgment against plaintiff in the amount of \$500,00.00 or in such other and further amount as may be established at the trial of this action.

**AS AND FOR A FOURTH COUNTERCLAIM ON BEHALF OF
DEFENDANT, ROYAL SILK PRODUCTS, INC.**

77. Defendant-Counterclaim repeats, reiterates and realleges each and every allegation contained in paragraphs "71" through "76" hereof, with the same force and effect as if fully set forth herein.

78. That defendant, RSPI, has been injured by the improper registration by plaintiff of the Royal Silk trademark, by plaintiff's marketing of apparel made wholly or substantially of silk under the name and mark Royal Silk, which is likely to confuse and mislead the public and the trade as to the true source of the goods he sells, which are of

a lesser quality than those sold by RSPI, thus damaging RSPI's reputation and undermining its business operations.

79. That given plaintiff's actual knowledge of RSPI's prior rights in and use of the name "Royal Silk" in connection with the sale of silk products, and based on plaintiff's trademark registration application filed in bad faith, with the intent to deceive and defraud both the defendantcounter claimant and the USPTO.

80. That by reason of the foregoing, defendant, RSPI, is entitled to an order and judgment directing cancellation of the Royal Silk trademark registered by plaintiff in the USPTO, on or about April 4, 2000.

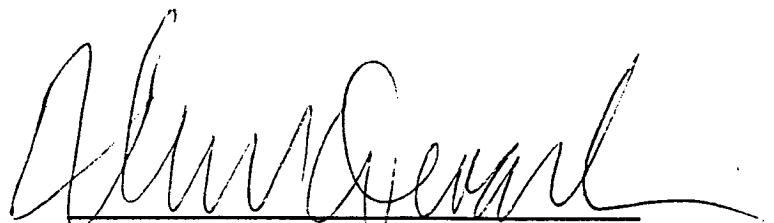
WHEREFORE, defendants respectfully demand judgment against plaintiff as follows:

- a) On the first counterclaim, judgment permanently enjoining the plaintiff, his agents, servants and employees from making any commercial use of the trademark and trademark Royal Silk or any colorable variation thereof;
- b) On the second counterclaim, judgment directing plaintiff to account to defendant, Royal Silk Products, Inc., for all sales made and profits earned through his improper use of trade names and trademark "Royal Silk", and upon said accounting, directing plaintiff to pay over to said RSPI an amount equal to the net profits derived therefrom;
- c) On the third counterclaim, judgment against plaintiff in the amount of \$500,00.00 or in such other and further amount as may be established at the trial of this action;
- d) On the fourth counterclaim, judgment against plaintiff directing cancellation of the Royal Silk trademark and trade name registered by plaintiff in the United

States Patent and Trademark Office;

- e) Together with such other and further relief as this Court may deem just and proper.

Dated: November 28, 2000



MITCHELL J. DEVACK (MD 8611)

a Member of the Firm

NATHANSON, DEVACK & MEMMOLI, LLP

Attorneys for Defendants

Office & P. O. Address

90 Merrick Avenue, Suite 500

East Meadow, NY 11554

Telephone No. (516) 775-7500

TO: PRAKASH MELWANI
Plaintiff Pro Se
201 East 28th Street, Apt. 11-J
New York, NY 10016

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Certificate of Service

I Nicholas P. Otis, a member of the bar of this Court do hereby certify that on November 28, 2000 I served a copy of the within Answer, Affirmative Defenses and Counterclaims, dated November 28, 2000, by regular first class mail in a prepaid envelope deposited in an official depository of the U.S. Postal Service and addressed to :

**Prakash Melwani
Plaintiff Pro Se
201 East 28th Street
Apartment 11-J
New York, NY 10016**

Dated: November 28, 2000



**NICHOLAS P. OTIS (NO-2047)
Attorneys for Defendants
Office & P.O. Address
90 Merrick Avenue, Suite 500
East Meadow, NY 11554
Telephone No. (516) 775-7500**

Transcript of the August 10, 2001
SDNY court hearing in case 00 Civ 7623.

EXHIBIT B

1 UNITED STATES DISTRICT COURT
2 SOUTHERN DISTRICT OF NEW YORK
-----x

3 PRAKASH MELWANI,
4 Plaintiff,

5 v. 00 CV 7623 (AJP)

6 PRADIP K. JAIN, et al.,
7 Defendants.

8 -----x

9 August 10, 2001
10 9:15 a.m.

11 Before:

12 HON. ANDREW J. PECK,
13 Magistrate Judge
14

15 APPEARANCES

16 PRAKASH MELWANI, pro se
17 NATHANSON, DEVACK & MEMMOLI, LLP
18 Attorneys for Defendants
19 BY: NICHOLAS P. OTIS

20 Also present:
21 Pradip Jain
22
23
24
25

1 (In open court)

2 THE COURT: We are here in the case of Prakash
3 Melwani v. Pradip K. Jain and Royal Silk Products,
4 Incorporated, a case that the parties had consented to trial
5 by a magistrate judge pursuant to 28, U.S. Code, Section
6 636(c), several days before the trial in order to record the
7 settlement agreement that the parties have agreed to.

8 The first portion, which will involve an injunction,
9 will be reflected in the court in the form of a judgment, and
10 the remaining terms will be part of the settlement agreement
11 between the parties, although that also will be so ordered by
12 the Court.

13 Let me turn the floor over to Mr. Otis, counsel for
14 the defendants, to read the terms that have been agreed upon
15 into the record. And the first part, as I say, the injunction
16 part, will be incorporated by the Clerk of Court into a
17 judgment.

18 I want to ask both clients to pay careful attention,
19 that is to say, Mr. Melwani on the plaintiff's side, Mr. Jain
20 on the defense side, because at the conclusion of today's
21 conference I am going to ask both of you to affirm that
22 everything that has been said is indeed the settlement
23 agreement of the parties.

24 All right. Mr. Otis, proceed.

25 MR. OTIS: Good morning, your Honor.

1 Your Honor, it is hereby stipulated and agreed, by
2 and between the plaintiff, pro se, Prakash Melwani, and the
3 defendant, Royal Silk Products, Inc., and Pradip Jain, that
4 the within action is settled on the following terms and
5 conditions:

6 Defendants, Royal Silk Products, Inc. and Pradip
7 Jain, agree that henceforth their agents, servants, employees,
8 successors in interest, and all others acting in concert with
9 them, directly or indirectly, will, in any advertising,
10 promotion or sales efforts of any kind whatsoever, refrain
11 from holding themselves out as being the same as the successor
12 in interest to, or in any manner affiliated with, Royal Silk
13 Ltd. or Royal Silk, Inc.

14 So as to assure defendants a reasonable opportunity
15 to investigate to make sure that there are no advertising or
16 promotional materials in the market which have yet to be
17 recalled, there shall be a three-week grace period in the
18 operation of this provision, so that the same shall be
19 effective on September 1st, 2001.

20 Number 2. Defendants Royal Silk Products, Inc. and
21 Pradip Jain further agree that henceforth their agents,
22 servants, attorneys, successors in interest, employees, and
23 all others acting in concert with them, directly or
24 indirectly, in any advertising, promotion or sales efforts of
25 any kind whatsoever, will refrain from making any

1 representation or claim about the history and experience of
2 Royal Silk Products, Inc. or any affiliated company which
3 incorporates the history and experience of Royal Silk Ltd. or
4 Royal Silk, Inc., including, but not limited to, making any
5 representation that Royal Silk Products, Inc. or any affiliate
6 in the Original Silk Catalog Company or the Original Silk
7 Catalog or the Original Silk Company.

8 So as to assure defendants a reasonable opportunity
9 to investigate to make certain that there are no advertising
10 or other materials in the market which have not been recalled,
11 there shall be a three-week grace period with regard to the
12 operation of this provision, so that it shall become effective
13 on September 1st, 2001.

14 Defendants, Royal Silk Products, Inc. and Pradip Jain
15 further agree that henceforth they will not use in any
16 advertising or promotional activities of any kind whatsoever
17 any advertising materials, including, but not limited to,
18 photographs that were the property of Royal Silk Ltd. or Royal
19 Silk, Inc. This provision shall also include transparencies
20 and other materials.

21 I'm sorry. May I just have a brief moment?

22 (Pause)

23 MR. OTIS: There shall be an exception for existing
24 catalogues of the defendants, which exception shall include
25 images, texts, and trademarks or tradenames contained therein.

1 This exception shall apply for a period of two years from the
2 date of settlement.

3 Completely excepted herefrom for an unlimited period
4 shall be defendants' use of any transparencies related to
5 trademarks or logos acquired from the Bank of India.

6 The parties understand and agree that the foregoing
7 does not constitute an admission of past unlawful conduct by
8 either defendant.

9 Your Honor, that concludes the injunctive or
10 equitable portion.

11 THE COURT: The above three agreements the parties
12 have stated are to be incorporated into a consent, agreed
13 upon, final injunction, and the Clerk of Court will do the
14 necessary to include those three provisions in the final
15 judgment herein as a consent injunction.

16 The remainder of the settlement agreement that the
17 parties are about to put on the record need not be, and is
18 not, part of a final judgment, but is a consensual agreement
19 of the parties.

20 All right. Continue, Mr. Otis.

21 MR. OTIS: Continuing, your Honor:

22 Defendants represent that they are not and have not
23 been in the retail mail order business for the last three
24 years.

25 Defendants further represent that they do not

1 presently operate a retail outlet and have not operated a
2 retail outlet since approximately January 1 of 2000.

3 This provision shall not be construed as a restraint
4 on defendants from engaging in these businesses in the future,
5 should they so choose.

6 In full satisfaction of all monetary claims in this
7 action, defendants agree to pay Mr. Melwani, and the plaintiff
8 agrees to accept, the sum of \$15,000, payable as follows: The
9 sum of \$5,000 due and payable on September 10, 2001; the sum
10 of \$5,000 payable on October 9th, 2001; and the sum of \$5,000
11 payable on November 10th, 2001.

12 All payments shall be payable by check, payable to
13 the order of Prakash Melwani, and shall be mailed to him at
14 350 Third Avenue, Suite 365, New York, New York, 10010.

15 A default shall mean a failure to make any scheduled
16 payment when due. In the event of such a default, plaintiff
17 shall give to defendants and defendants' counsel written
18 notice of default and a ten-day opportunity to cure same.

19 Notice of default shall be sent by facsimile
20 transmission to defendants' counsel, Nathanson, Devack &
21 Memmoli, 90 Merrick Avenue, East Meadow, New York, 11554, at
22 fax number 516-775-7562. Said notice shall also be faxed to
23 defendants, care of Diastar, Inc., 6117 Harrison Place, West
24 New York, New Jersey, fax number 201-854-4180.

25 In the event that any default in payment is not cured

1 within ten days of notice, then plaintiff may enter a money
2 judgment against both defendants, jointly and severally, for
3 double the remaining settlement balance. By way of
4 illustration, should the first payment be missed and not
5 cured, the judgment amount would be for \$30,000 because that
6 is double the balance.

7 The amount of the judgment that Mr. Melwani may enter
8 as result of any uncured default shall decline in proportion
9 to the payments and shall never exceed double the outstanding
10 amount.

11 In addition to recovering a judgment as herein above
12 set forth, Mr. Melwani may also enter a judgment for interest
13 at the judgment rate from the date of default, plus costs and
14 disbursements as taxed by the Clerk of this Court.

15 (Discussion off the record)

16 MR. OTIS: Revising what I just said, in the event of
17 any uncured default, Mr. Melwani shall be entitled to interest
18 on the unpaid balance from the date of commencement of this
19 action, which is October 10, 2000.

20 There is a related state court action. That action
21 is pending in Supreme Court of the State of New York, County
22 of New York. It is entitled Melwani v. Jain, and the index
23 number is 98-109229.

24 With respect to said action, Mr. Melwani may file a
25 notice of appeal within the time specified by law. However,

1 Mr. Melwani agrees that he shall not take any steps towards
2 the perfection of that appeal pending full payment by the
3 defendants of the settlement amount.

4 When the settlement amount is fully paid, Mr. Melwani
5 agrees that he will file with the Clerk of the Court a
6 stipulation of dismissal of his appeal. Mr. Melwani will also
7 file that with the Clerk of the Appellate Division, if that is
8 required.

9 If there is an uncured default which results in the
10 entry of judgment against defendants, Mr. Melwani, of course,
11 shall be free to pursue his state court appeal.

12 The parties agree that each of them retains whatever
13 common law, statutory, or other rights they may have had at
14 the commencement of this action with regard to any trademarks
15 or tradenames.

16 The parties agree that upon full payment of all
17 amounts hereunder, they shall exchange general releases. Mr.
18 Melwani further agrees and the defendants agree that Mr.
19 Melwani and the state court defendants will also exchange
20 general releases.

21 The state court defendants, in addition to Pradip
22 Jain and Royal Silk Products, Inc., are Promod Jain and Ultra
23 Silk, Inc. All claims and counterclaims in this action are
24 hereby discontinued with prejudice in accordance with the
25 terms of the stipulation.

1 The parties jointly request that the stipulation of
2 settlement be so ordered by the Court.

3 Your Honor, that concludes the stipulation of
4 settlement.

5 (Pause)

6 MR. OTIS: There was one additional item, your Honor.

7 With regard to the related state court action, a
8 judgment with notice of settlement was noticed for August 6,
9 2001, and in that judgment the court gave defendants a
10 judgment for costs in the amount of \$775.

11 To the extent that we are able to withdraw that and
12 waive the costs, we will. Should the judgment have already
13 been entered, we will forthwith file satisfaction of the money
14 judgment portion of that judgment.

15 Now that concludes the stipulation.

16 THE COURT: All right. Mr. Melwani, please stand.
17 Raise your right hand.

18 (Mr. Melwani sworn)

19 THE COURT: You are the plaintiff herein, obviously?

20 MR. MELWANI: Yes.

21 THE COURT: And you have heard the terms of the
22 settlement as described on the record by Mr. Otis and as
23 clarified on the record during various courses of this
24 conference based on your off-the-record discussions with him,
25 correct?

1 MR. MELWANI: Yes.

2 (Discussion off the record)

3 THE COURT: And you heard the terms of the settlement
4 agreement in all its aspects, both the settlement agreement
5 and the part of the settlement agreement that grants you
6 injunctive relief and will be provided in a court judgment as
7 well as the settlement agreement. Do you agree to the terms
8 of settlement, Mr. Melwani?

9 MR. MELWANI: Yes, I do.

10 THE COURT: All right. Be seated.

11 Mr. Jain, please stand. Raise your right hand.

12 (Mr. Jain sworn)

13 THE COURT: You are Pradip Jain, one of the
14 individual defendants, and also the principal of Royal Silk
15 Products, Incorporated, the other defendant, correct?

16 MR. JAIN: Yes, I do.

17 THE COURT: Having heard the terms of the settlement
18 as described on the record by your attorney, Mr. Otis, and
19 having participated in all of the discussions on and off the
20 record this morning, and having gotten the advice of Mr. Otis,
21 do you agree to the terms of settlement, including the terms
22 of the consent injunction that you have heard stated today?

23 MR. JAIN: Yes, I do.

24 THE COURT: And you agree both on behalf of yourself
25 and on behalf of your company, Royal Silk Products,

1 Incorporated, correct?

2 MR. JAIN: Yes, I do.

3 THE COURT: All right. You may be seated, Mr. Jain.

4 Mr. Otis, as counsel for defendants, having heard
5 your client also agree, you have given your client advice with
6 respect to the terms of the settlement and, as counsel of
7 record, also agree?

8 MR. OTIS: Yes, your Honor.

9 THE COURT: All right. The parties, having both
10 agreed to the terms of the settlement, the Court so orders it
11 at their request. It is now a binding settlement agreement, a
12 binding injunction, to be effective as of September 1, and
13 will be entered.

14 The injunctive portion will be entered by the Clerk
15 of the Court in the form of a final judgment, and that
16 otherwise terminates and ends this litigation.

17 And with that, all I can say is it has been a long
18 road, but I wish you all the best of luck in the future. And
19 other than reminding both sides to purchase the transcript
20 from our hard-working court reporter here today, we are
21 adjourned.

22 MR. OTIS: Your Honor, we thank the Court for its
23 help in resolving this matter.

24 MR. MELWANI: Thank you, your Honor.

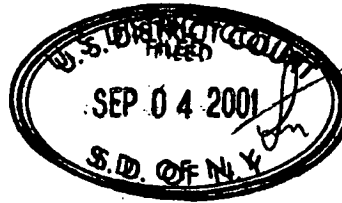
25 (Adjourned)

Judgment of August 17, 2001 filed
by the SDNY court in case 00 Civ 7623

EXHIBIT C

PEL, MS.

DOC # 20



7/56
705ED
7/4/01

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
PRAKASH MELWANI,

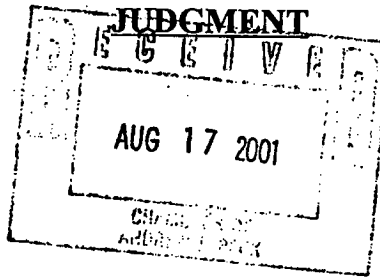
Plaintiff,

00 CIVIL 7623 (AJP)

-against-

PRADIP K. JAIN, et al.,

Defendants.



Whereas the parties having appeared before this Court for a hearing to record the settlement agreement on August 10, 2001, and the parties, having stipulated and agreed, by and between the plaintiff, pro se, Prakash Melwani, and the defendants, Royal Silk Products, Inc., and Pradip Jain, as to the following terms and conditions of the injunctive and equitable portion, as follows:

Defendants, Royal Silk Products, Inc. and Pradip Jain, agree that henceforth their agents, servants, employees, successors in interest, and all others acting in concert with them directly or indirectly, will, in any advertising, promotion or sales efforts of any kind whatsoever, refrain from holding themselves out as being the same as the successor in interest to, or in any manner affiliated with, Royal Silk Ltd., or Royal Silk, Inc.

So as to assure defendants a reasonable opportunity to investigate to make sure that there are no advertising or promotional materials in the market which have yet to be recalled, there will be a three-week grace period in the operation of this provision, so that the same shall be effective on September 1, 2001.

Defendants, Royal Silk Products, Inc. and Pradip Jain, further agree that henceforth their agents, servants, employees, successors in interest, and all others acting in concert with them directly or indirectly, will, in any advertising, promotion or sales efforts of any kind whatsoever, will refrain

-9:00 AM

SEP - 5 2001

representation or claim about the history and experience of Royal Silk Products, Inc. or any affiliated company which incorporates the history and experience of Royal Silk Ltd. or Royal Silk Inc., including, but not limited to, making any representation that Royal Silk Products, Inc. or any affiliate in the Original Silk Catalog Company or the Original Silk Catalog or the Original Silk Company.

So as to assure defendants a reasonable opportunity to investigate to make sure that there are no advertising or promotional materials in the market which have yet to be recalled, there will be a three-week grace period in the operation of this provision, so that the same shall be effective on September 1, 2001.

Defendants, Royal Silk Products, Inc. and Pradip Jain, further agree that henceforth they will not use in any advertising or promotional activities of any kind whatsoever any advertising materials, including, but not limited to, photographs that were the property of Royal Silk Ltd., or Royal Silk, Inc. This provision shall also include transparencies and other materials.

There shall be an exception for existing catalogs of the defendants, which exception shall include images, texts, and trademarks or tradenames contained therein. This exception shall apply for a period of two years from the date of settlement.

Completely excepted herefrom for an unlimited period shall be defendants' use of any transparencies related to trademarks or logos acquired from the Bank of India.

The parties understand and agree that the foregoing does not constitute an admission of past unlawful conduct by either defendant, and the matter having been heard before the Honorable Andrew J. Peck, United States Magistrate Judge, and the Court on August 13, 2001, having issued its Order directing the Clerk of the Court to enter judgment pursuant to the terms of the parties' settlement agreement at the hearing of August 10, 2001, it is,

ORDERED, ADJUDGED AND DECREED: That pursuant to the hearing of

August 10, 2001 and the Court's Order dated August 13, 2001,

Defendants, Royal Silk Products, Inc. and Pradip Jain, agree that henceforth their agents, servants, employees, successors in interest, and all others acting in concert with them directly or indirectly, will, in any advertising, promotion or sales efforts of any kind whatsoever, refrain from holding themselves out as being the same as the successor in interest to, or in any manner affiliated with, Royal Silk Ltd., or Royal Silk, Inc.

So as to assure defendants a reasonable opportunity to investigate to make sure that there are no advertising or promotional materials in the market which have yet to be recalled, there will be a three-week grace period in the operation of this provision, so that the same shall be effective on September 1, 2001.

Defendants, Royal Silk Products, Inc. and Pradip Jain, further agree that henceforth their agents, servants, employees, successors in interest, and all others acting in concert with them directly or indirectly, will, in any advertising, promotion or sales efforts of any kind whatsoever, will refrain representation or claim about the history and experience of Royal Silk Products, Inc. or any affiliated company which incorporates the history and experience of Royal Silk Ltd. or Royal Silk Inc., including, but not limited to, making any representation that Royal Silk Products, Inc. or any affiliate in the Original Silk Catalog Company or the Original Silk Catalog or the Original Silk Company.

So as to assure defendants a reasonable opportunity to investigate to make sure that there are no advertising or promotional materials in the market which have yet to be recalled, there will be a three-week grace period in the operation of this provision, so that the same shall be effective on September 1, 2001.

Defendants, Royal Silk Products, Inc. and Pradip Jain, further agree that henceforth they will not use in any advertising or promotional activities of any kind whatsoever any advertising materials,

including, but not limited to, photographs that were the property of Royal Silk Ltd., or Royal Silk, Inc. This provision shall also include transparencies and other materials.

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Completely excepted herefrom for an unlimited period shall be defendants' use of any transparencies related to trademarks or logos acquired from the Bank of India.

The parties understand and agree that the foregoing does not constitute an admission of past unlawful conduct by either defendant.

DATED: New York, New York
August 2, 2001

JAMES M. PARKISON

Clerk of Court

So Ordered:

BY:

Deputy Clerk

and for per 9/4/01
U.S.P.J.

HON. ANDREW J. PECK
United States Magistrate Judge
Southern District of New York

copy for: Hillborn/Partis

BY FAX

THIS DOCUMENT WAS ENTERED
ON THE DOCKET ON 9/5/01

Copy of Registrant's February 21, 2006
Letter to Petitioner's Counsel

EXHIBIT D

PRAKASH MELWANI
350 THIRD AVE #365
NEW YORK, N.Y. 10010

TELEPHONE: (212) 995-9669

February 21, 2006

VIA FACSIMILE 212-684-3999

Donna Mirman Broome
Gottlieb, Rackman & Rieseman, P.C.
270 Madison Avenue
New York, NY 10016

RE: **Royal Silk Products, Inc. v. Prakash Melwani**
Cancellation 92045366, USPTO at TTAB

Dear Ms. Broome,

I am the defendant pro se in the above referenced action dated 01-12-06. For the reasons stated below, under the doctrines of res judicata, collateral estoppel, laches, and unclean hands your law firm's USPTO action to cancel is unwarranted, improper, and unlawful. As such, it should be withdrawn as soon as possible.

In October 2000, I filed a district court action, 00 Civ 7623 (BSJ)(AJP) against Pradip K. Jain and Royal Silk Products, Inc. for false advertising under the Lanham Act and other counts. The defendants (your present clients) in this case filed an answer along with various counterclaims sometime in December 2000 through Nathanson, Devack, & Memmoli (Nicholas Otis, Esq.). In one of the counterclaims, your clients made the same claims as in your present action.

Action 00 Civ 7623 (SDNY) was settled in 2001 with a judgment in my favor and against your clients. Moreover, all claims and counterclaims by parties were dismissed with prejudice. Andrew J. Peck, USMJ was the judge in the case.

Therefore, unless you withdraw your USPTO action to cancel my marks, I will have no choice but to pursue legal claims of malicious prosecution and legal malpractice both against your law firm, your corporate clients, as well as the corporate individuals. I will also move to dismiss your improper action to cancel for the same reasons as mentioned in the first paragraph.

Please let me know by Thursday, February 23, 2006 whether you intend to resolve this issue amicably or whether you wish to proceed with litigation. This gives you enough time to research this matter. In any case, you should also know that based on the true facts and papers of my ROYAL SILK trademark application for Class 25, your clients do not have a case. You should consult with Nicholas Otis, Esq.

I will call today to see that your law firm has received this letter by facsimile. My telephone number is 212-995-9669 and my fax number is 212-685-5009. Thank you for your attention to this important matter.

Sincerely,

A handwritten signature in cursive script, appearing to read "Prakash Melwani".

Prakash Melwani

Copy via First Class Mail

Copy of Registrant's March 11, 2006
Letter to Petitioner's Counsel

EXHIBIT E

PRAKASH MELWANI
350 THIRD AVE #365
NEW YORK, N.Y. 10010

TELEPHONE: (212) 995-9669

March 11, 2006

VIA FACSIMILE 212-684-3999

Donna Mirman Broome
Gottlieb, Rackman & Rieseman, P.C.
270 Madison Avenue
New York, NY 10016

RE: *Royal Silk Products, Inc. v. Prakash Melwani*
Cancellation 92045366, USPTO at TTAB

Dear Ms. Broome,

As you know, I am the defendant pro se in the above referenced action dated 01-12-06 and that I have written to you previously on 02-21-06. Since I have not heard from you, I will presume that you have made no good faith attempt to verify my allegations in the letter. As you also know from the copy mailed to you, I have requested a 30-day extension to reply at the USPTO (TTAB) in the above proceeding.

Today I have mailed you copies of the following: (a) Answer/Affirmative Defenses/And Counterclaims filed by Pradip Jain and Royal Silk Products, Inc. in a Southern District Court action, 00 Civ 7623, on November 20, 2000, in a Lanham Act complaint I had against them, total 14 pages; (b) the 08-10-01 court transcript of the settlement and judgment hearing in front Hon. A.J. Peck, USMJ, total 11 pages; and (c) a copy of the resulting Judgment filed August 17, 2001 by the Court, total 4 pages.

First, I draw your attention to the Counterclaims One to Four and related demands for judgment ¶¶54 to 70 and pages 7-13 in document (a). Second, I draw your attention to lines 23-25 in the case transcript, listed as (b), on page 8 that shows dismissal of party claims with prejudice.

As written to you in my first letter, federal action 00 Civ 7623 (SDNY) was settled in 2001 resulting with a judgment in my favor and against your present clients. Counterclaims and relief sought by your clients in the present USPTO action are essentially the same as in the listed federal action. It should now be clear to you that all claims and counterclaims by parties were dismissed with prejudice by Hon. Peck as evidenced by the court transcript of 08-10-01 that has been mailed to you.

Therefore, your clients are knowingly violating the spirit of the terms agreed to by the parties in the above-mentioned district court action. So I once again implore you to withdraw the proceeding against me at the USPTO. If I do not hear from you by the end of Thursday, March 16, 2006, I will move to dismiss your proceeding, ask for sanctions, and seek all other remedies available under the law against your clients and your firm.

I sincerely hope that we can settle this matter without undue litigation and further legal costs.

Respectfully submitted,



Prakash Melwani

(Original with documents via United States Express Mail)



EXPRESS MAIL
UNITED STATES POSTAL SERVICE®

POST OFFICE TO ADDRESSEE

CUSTOMER USE ONLY

PO ZIP Code: 10010

Date In: Mar 27 2006

Time In: 11:00 AM

Weight: 11 ozs.

No Delivery: Weekend Holiday

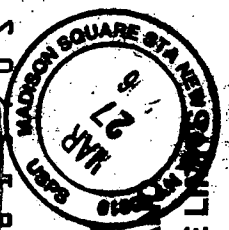
Day of Delivery: Next Second

Postage: \$ 17.40

Return Receipt Fee:

Insurance Fee:

Total Postage & Fees: \$ 17.40



SEE REVERSE SIDE FOR SERVICE GUARANTEE AND INSURANCE COVERAGE LIMITS

Customer Copy
Label 11-B June 2002

CUSTOMER USE ONLY

FROM: (PLEASE PRINT) P. MELWANI
50 THIRD AVE #365
NYC, NY 10010

TO: (PLEASE PRINT) THE BOARD
2900 CRYSTAL DRIVE
SOUTH TOWER BLDG, 9th FLOOR
ARLINGTON, VA

PHONE: 571.272-8300

ZIP+4: 22202-3514

THIS IS A 2ND ORIGINAL. FIRST ONE WAS SEND TO YOUR OLD ADDRESS. BY EXPRESS MAIL ON 3/27/06.

FOR PICKUP OR TRACKING CALL 1-800-222-1811



WWW.USPS.COM

EXHIBIT 5
to
International Whisky Company Limited's
First Notice of Reliance

ID 02004-003-000004

CT 157 OR 514 AP

DEPARTMENT OF THE TREASURY
BUREAU OF ALCOHOL, TOBACCO AND FIREARMS
APPLICATION FOR AND CERTIFICATION/EXEMPTION OF LABEL/BOTTLE APPROVAL

(See Instructions and Paperwork Reduction Act Notice on Back)

PART I - APPLICATION

1. VENDOR CODE (Required)		2. SERIAL NUMBER (Required)		7. NAME AND ADDRESS OF APPLICANT AS SHOWN ON PLANT REGISTRY, BASIC PERMIT OR BREWER'S NOTICE (Required)	
0	1	1	8	7	7
		YEAR			
		0	2	1	1
				3	3
3. BRAND NAME (Required)				Westwyn International, Inc. 642 Spring Hill Drive Coppell, TX 75019	
Royal Silk					
4. CLASS AND TYPE (Required) (Includes wine varietal designation, if applicable)				7a. MAILING ADDRESS, IF DIFFERENT	
Blended Scotch Whisky					
5. FANCIFUL NAME (If any)				P.O. Box 1131 Coppell, TX 75019-1131	
6. PLANT REGISTRY/BASIC PERMIT NO./BREWER'S NO. (Required)					
TX-I-1107					
8. FORMULA NO. (If any)	9. LAB. NO./DATE	10. NET CONTENTS	11. PHONE NUMBER	16. TYPE OF APPLICATION (Check applicable box)	
		750 ML	(469) 464-0294	a. <input checked="" type="checkbox"/> CERTIFICATE OF LABEL APPROVAL	
12. AGE (Distilled Spirits)	13. ALCOHOL CONTENT	14. VINTAGE (Wine products only, if stated on label)	15. FAX NUMBER	b. <input type="checkbox"/> CERTIFICATE OF EXEMPTION FROM LABEL APPROVAL "For sale in _____ only" (Fill in State abbreviation)	
	40%		(214) 488-7145	c. <input type="checkbox"/> DISTINCTIVE LIQUOR BOTTLE APPROVAL. TOTAL BOTTLE CAPACITY BEFORE CLOSURE _____ (Fill in amount)	
17. SHOW ANY WORDING (a) APPEARING ON MATERIALS FIRMLY AFFIXED TO THE CONTAINER (e.g., caps, celloseals, corks, etc.) OTHER THAN THE LABELS AFFIXED BELOW. OR (b) EMBOSSED ON THE CONTAINER. THIS WORDING MUST BE NOTED HERE EVEN IF IT DUPLICATES PORTIONS OF THE LABELS AFFIXED BELOW. ALSO, PROVIDE TRANSLATIONS OF FOREIGN LANGUAGE TEXT APPEARING ON LABELS.					
Cap (TOP) - Brand Name "Royal Silk"					
Cap (SIDE noted 3 times in consession around the cap) - Brand Name "Royal Silk" and "Reserve Rare Scotch Whisky"					

PART II - APPLICANT'S CERTIFICATION

Under the penalties of perjury, I declare: that all statements appearing on this application are true and correct to the best of my knowledge and belief; and, that the representations on the labels attached to this form, including supplemental documents, truly and correctly represent the content of the containers to which these labels will be applied. I also certify that I have read, understood and complied with the conditions and instructions which appear on the reverse of an original ATF F 5100.31, Certificate/Exemption of Label/Bottle Approval.

18. DATE OF APPLICATION	19. SIGNATURE OF APPLICANT OR AUTHORIZED AGENT	20. TYPE NAME OF APPLICANT OR AUTHORIZED AGENT
01-02-2002	<i>Jeffrey P. Wynn</i>	Jeffrey P. Wynn

PART III - ATF CERTIFICATE

This certificate is issued subject to applicable laws, regulations and conditions as set forth on the back of this form.

21. DATE ISSUED	22. AUTHORIZED SIGNATURE, BUREAU OF ALCOHOL, TOBACCO AND FIREARMS
JAN 11 2002	<i>Chf Zelenka</i>

FOR ATF USE ONLY

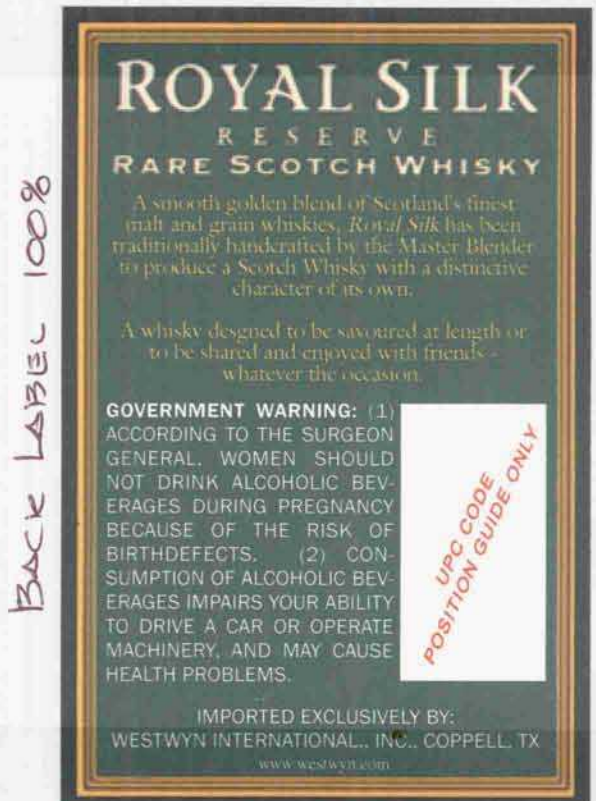
QUALIFICATIONS

EXPIRATION DATE (If any)

AFFIX COMPLETE SET OF LABELS



FRONT LABEL 100%



BACK LABEL 100%

ID 02004-003-000005

CT 151 OR 51C AP

DEPARTMENT OF THE TREASURY
BUREAU OF ALCOHOL, TOBACCO AND FIREARMS
APPLICATION FOR AND CERTIFICATION/EXEMPTION OF LABEL/BOTTLE APPROVAL

(See Instructions and Paperwork Reduction Act Notice on Back)

PART I - APPLICATION

1. VENDOR CODE (Required) 0 1 1 8 7 7		2. SERIAL NUMBER (Required) YEAR 0 2 - 1 1 3 4		7. NAME AND ADDRESS OF APPLICANT AS SHOWN ON PLANT REGISTRY, BASIC PERMIT OR BREWER'S NOTICE (Required) Westwyn International, Inc. 642 Spring Hill Drive Coppell, TX 75019	
3. BRAND NAME (Required) Royal Silk		4. CLASS AND TYPE (Required) (Includes wine varietal designation, if applicable) Blended Scotch Whisky		7a. MAILING ADDRESS, IF DIFFERENT P.O. Box 1131 Coppell, TX 75019-1131	
5. FANCIFUL NAME (If any)		6. PLANT REGISTRY/BASIC PERMIT NO./BREWER'S NO. (Required) TX-I-1107			
8. FORMULA NO. (If any)	9. LAB. NO./DATE	10. NET CONTENTS 1 LITER	11. PHONE NUMBER (469) 464-0294	16. TYPE OF APPLICATION (Check applicable box) a. <input checked="" type="checkbox"/> CERTIFICATE OF LABEL APPROVAL b. <input type="checkbox"/> CERTIFICATE OF EXEMPTION FROM LABEL APPROVAL "For sale in _____ only" (Fill in State abbreviation) c. <input type="checkbox"/> DISTINCTIVE LIQUOR BOTTLE APPROVAL TOTAL BOTTLE CAPACITY BEFORE CLOSURE _____ (Fill in amount)	
12. AGE (Distilled Spirits)	13. ALCOHOL CONTENT 40%	14. VINTAGE (Wine products only, if stated on label)	15. FAX NUMBER (214) 488-7145	17. SHOW ANY WORDING (a) APPEARING ON MATERIALS FIRMLY AFFIXED TO THE CONTAINER (e.g., caps, celloseals, corks, etc.) OTHER THAN THE LABELS AFFIXED BELOW, OR (b) EMBOSSED ON THE CONTAINER. THIS WORDING MUST BE NOTED HERE EVEN IF IT DUPLICATES PORTIONS OF THE LABELS AFFIXED BELOW. ALSO, PROVIDE TRANSLATIONS OF FOREIGN LANGUAGE TEXT APPEARING ON LABELS. Cap (TOP) - Brand Name "Royal Silk" Cap (SIDE noted 3 times in consession around the cap) - Brand Name "Royal Silk" and "Reserve Rare Scotch Whisky"	

PART II - APPLICANT'S CERTIFICATION

Under the penalties of perjury, I declare: that all statements appearing on this application are true and correct to the best of my knowledge and belief; and, that the representations on the labels attached to this form, including supplemental documents, truly and correctly represent the content of the containers to which these labels will be applied. I also certify that I have read, understood and complied with the conditions and instructions which appear on the reverse of an original ATF F 5100.31, Certificate/Exemption of Label/Bottle Approval.

18. DATE OF APPLICATION 01-02-2002	19. SIGNATURE OF APPLICANT OR AUTHORIZED AGENT <i>Jeffrey P. Wynn</i>	20. TYPE NAME OF APPLICANT OR AUTHORIZED AGENT Jeffrey P. Wynn
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PART III - ATF CERTIFICATE

This certificate is issued subject to applicable laws, regulations and conditions as set forth on the back of this form.

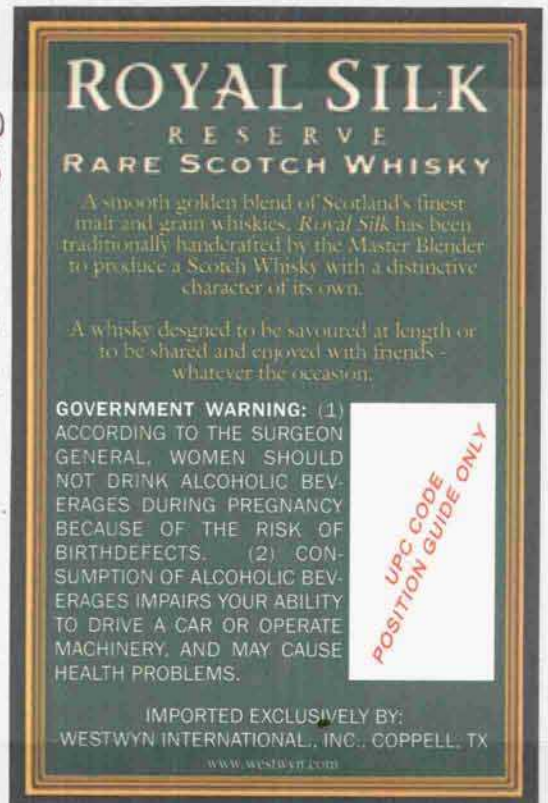
21. DATE ISSUED JAN 11 2002	22. AUTHORIZED SIGNATURE, BUREAU OF ALCOHOL, TOBACCO AND FIREARMS <i>Chief Jenkins</i>
--------------------------------	---

FOR ATF USE ONLY

QUALIFICATIONS

EXPIRATION DATE (If any)

AFFIX COMPLETE SET OF LABELS



**DEPARTMENT OF THE TREASURY
BUREAU OF ALCOHOL, TOBACCO AND FIREARMS
APPLICATION FOR AND CERTIFICATION/EXEMPTION OF
LABEL/BOTTLE APPROVAL**

(See Instructions and Paperwork Reduction Act Notice on Back)

PART I - APPLICATION

1. VENDOR CODE (Required) 0 1 1 8 7 7		2. SERIAL NUMBER (Required) YEAR: 0 2 - 1 3 3 3		7. NAME AND ADDRESS OF APPLICANT AS SHOWN ON PLANT REGISTRY, BASIC PERMIT OR BREWER'S NOTICE (Required) Westwyn International, Inc. 642 Spring Hill Drive Coppell, TX 75019	
3. BRAND NAME (Required) Royal Silk		4. CLASS AND TYPE (Required) (Includes wine varietal designation, if applicable) Blended Scotch Whisky		7a. MAILING ADDRESS, IF DIFFERENT Westwyn International, Inc. P.O. Box 1131 Coppell, TX 75019-1131	
5. FANCIFUL NAME (If any)		6. PLANT REGISTRY/BASIC PERMIT NO./BREWER'S NO. (Required) TX-I-1107			
8. FORMULA NO. (If any)	9. LAB. NO./DATE	10. NET CONTENTS 750 ML	11. PHONE NUMBER (469) 464-0294	16. TYPE OF APPLICATION (Check applicable box) a. <input checked="" type="checkbox"/> CERTIFICATE OF LABEL APPROVAL b. <input type="checkbox"/> CERTIFICATE OF EXEMPTION FROM LABEL APPROVAL "For sale in _____ only" (Fill in State abbreviation) c. <input type="checkbox"/> DISTINCTIVE LIQUOR BOTTLE APPROVAL TOTAL BOTTLE CAPACITY BEFORE CLOSURE (Fill in amount)	
12. AGE (Distilled Spirits)	13. ALCOHOL CONTENT 40%	14. VINTAGE (Wine products only, if stated on label)	15. FAX NUMBER (214) 488-7145	17. SHOW ANY WORDING (a) APPEARING ON MATERIALS FIRMLY AFFIXED TO THE CONTAINER (e.g., caps, celloseals, corks, etc.) OTHER THAN THE LABELS AFFIXED BELOW, OR (b) EMBOSSED ON THE CONTAINER. THIS WORDING MUST BE NOTED HERE EVEN IF IT DUPLICATES PORTIONS OF THE LABELS AFFIXED BELOW. ALSO, PROVIDE TRANSLATIONS OF FOREIGN LANGUAGE TEXT APPEARING ON LABELS.	

PART II - APPLICANT'S CERTIFICATION

Under the penalties of perjury, I declare: that all statements appearing on this application are true and correct to the best of my knowledge and belief; and, that the representations on the labels attached to this form, including supplemental documents, truly and correctly represent the content of the containers to which these labels will be applied. I also certify that I have read, understood and complied with the conditions and instructions which appear on the reverse of an original ATF F 5100.31, Certificate/Exemption of Label/Bottle Approval.

18. DATE OF APPLICATION 05-07-2002	19. SIGNATURE OF APPLICANT OR AUTHORIZED AGENT 	20. TYPE NAME OF APPLICANT OR AUTHORIZED AGENT Jeffrey P. Wynn
--	--	--

PART III - ATF CERTIFICATE

This certificate is issued subject to applicable laws, regulations and conditions as set forth on the back of this form.

21. DATE ISSUED MAY 10 2002	22. AUTHORIZED SIGNATURE, BUREAU OF ALCOHOL, TOBACCO AND FIREARMS
---------------------------------------	---

FOR ATF USE ONLY

QUALIFICATIONS

EXPIRATION DATE (If any)

AFFIX COMPLETE SET OF LABEL



FRONT LABEL 100%



BACK LABEL 100%

DEPARTMENT OF THE TREASURY
BUREAU OF ALCOHOL, TOBACCO AND FIREARMS
APPLICATION FOR AND CERTIFICATION/EXEMPTION OF
LABEL/BOTTLE APPROVAL

(See Instructions and Paperwork Reduction Act Notice on Back)

PART I - APPLICATION

1. VENDOR CODE (Required) 0 1 1 8 7 7		2. SERIAL NUMBER (Required) YEAR 0 2 - 1 3 3 4		7. NAME AND ADDRESS OF APPLICANT AS SHOWN ON PLANT REGISTRY, BASIC PERMIT OR BREWER'S NOTICE (Required) Westwyn International, Inc. 642 Spring Hill Drive Coppell, TX 75019	
3. BRAND NAME (Required) Royal Silk		4. CLASS AND TYPE (Required) (Includes wine varietal designation, if applicable) Blended Scotch Whisky		7a. MAILING ADDRESS, IF DIFFERENT Westwyn International, Inc. P.O. Box 1131 Coppell, TX 75019-1131	
5. FANCIFUL NAME (If any)		6. PLANT REGISTRY/BASIC PERMIT NO./BREWER'S NO. (Required) TX-I-1107			
8. FORMULA NO. (If any)		9. LAB. NO./DATE		10. NET CONTENTS 1 LITER	
12. AGE (Distilled Spirits)		13. ALCOHOL CONTENT 40%		11. PHONE NUMBER (469) 464-0294	
		14. VINTAGE (Wine products only, if stated on label)		15. FAX NUMBER (214) 488-7145	
16. TYPE OF APPLICATION (Check applicable box) a. <input checked="" type="checkbox"/> CERTIFICATE OF LABEL APPROVAL b. <input type="checkbox"/> CERTIFICATE OF EXEMPTION FROM LABEL APPROVAL "For sale in _____ only" (Fill in State abbreviation) c. <input type="checkbox"/> DISTINCTIVE LIQUOR BOTTLE APPROVAL. TOTAL BOTTLE CAPACITY BEFORE CLOSURE _____ (Fill in amount)					
17. SHOW ANY WORDING (a) APPEARING ON MATERIALS FIRMLY AFFIXED TO THE CONTAINER (e.g., caps, celloseals, corks, etc.) OTHER THAN THE LABELS AFFIXED BELOW, OR (b) EMBOSSED ON THE CONTAINER. THIS WORDING MUST BE NOTED HERE EVEN IF IT DUPLICATES PORTIONS OF THE LABELS AFFIXED BELOW. ALSO, PROVIDE TRANSLATIONS OF FOREIGN LANGUAGE TEXT APPEARING ON LABELS.					

PART II - APPLICANT'S CERTIFICATION

Under the penalties of perjury, I declare: that all statements appearing on this application are true and correct to the best of my knowledge and belief; and, that the representations on the labels attached to this form, including supplemental documents, truly and correctly represent the content of the containers to which these labels will be applied. I also certify that I have read, understood and complied with the conditions and instructions which appear on the reverse of an original ATF F 5100.31, Certificate/Exemption of Label/Bottle Approval.

18. DATE OF APPLICATION 05-07-2002	19. SIGNATURE OF APPLICANT OR AUTHORIZED AGENT 	20. TYPE NAME OF APPLICANT OR AUTHORIZED AGENT Jeffrey P. Wynn
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PART III - ATF CERTIFICATE

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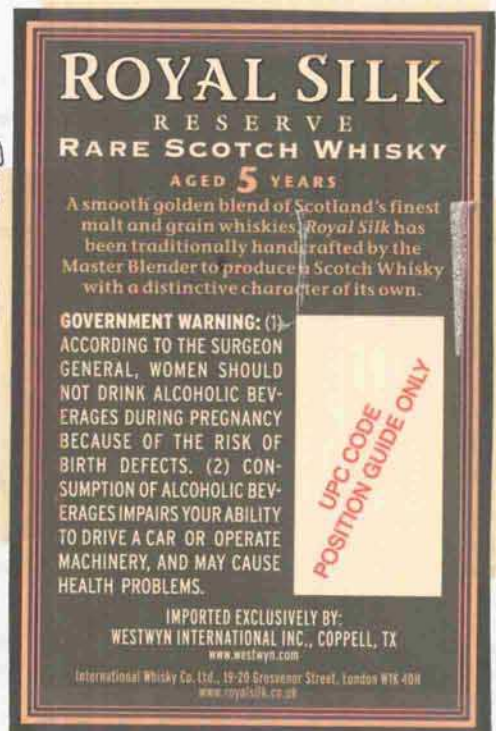
21. DATE ISSUED MAY 15 2002	22. AUTHORIZED SIGNATURE, BUREAU OF ALCOHOL, TOBACCO AND FIREARMS
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QUALIFICATIONS

EXPIRATION DATE (If any)

AFFIX COMPLETE



ID 03029-003-000010	DEPARTMENT OF THE TREASURY BUREAU OF ALCOHOL, TOBACCO AND FIREARMS APPLICATION FOR AND CERTIFICATION/EXEMPTION OF LABEL/BOTTLE APPROVAL (See Instructions and Paperwork Reduction Act Notice on Back)	
CT 151	OR 5K	AP

PART I - APPLICATION

1. VENDOR CODE (Required)	2. SERIAL NUMBER (Required)	7. NAME AND ADDRESS OF APPLICANT AS SHOWN ON PLANT REGISTRY, BASIC PERMIT OR BREWER'S NOTICE (Required)			
0 1 1 8 7 7	YEAR 0 3 - 1 4 3 3	Westwyn International, Inc. 801 Hanover Drive, Ste 100 Grapevine, TX 76051			
3. BRAND NAME (Required) ROYAL SILK					
4. CLASS AND TYPE (Required) (Includes wine varietal designation, if applicable) BLENDED SCOTCH WHISKY		7a. MAILING ADDRESS, IF DIFFERENT			
5. FANCIFUL NAME (If any)		Westwyn International, Inc. P.O. Box 1131 Coppell, TX 75019-1131			
6. PLANT REGISTRY/BASIC PERMIT NO./BREWER'S NO. (Required) TX-1-1107					
8. FORMULA NO. (If any)	9. LAB. NO./DATE	10. NET CONTENTS 750 ML	11. PHONE NUMBER (469) 464-0294	16. TYPE OF APPLICATION (Check applicable box)	
12. AGE (Distilled Spirits)	13. ALCOHOL CONTENT 40%	14. VINTAGE (Wine products only, if stated on label)	15. FAX NUMBER (214) 488-7145	a. <input checked="" type="checkbox"/> CERTIFICATE OF LABEL APPROVAL b. <input type="checkbox"/> CERTIFICATE OF EXEMPTION FROM LABEL APPROVAL "For sale in _____ only" (Fill in State abbreviation) c. <input type="checkbox"/> DISTINCTIVE LIQUOR BOTTLE APPROVAL. TOTAL BOTTLE CAPACITY BEFORE CLOSURE (Fill in amount)	
17. SHOW ANY WORDING (a) APPEARING ON MATERIALS FIRMLY AFFIXED TO THE CONTAINER (e.g., caps, celloseals, corks, etc.) OTHER THAN THE LABELS AFFIXED BELOW, OR (b) EMBOSSED ON THE CONTAINER. THIS WORDING MUST BE NOTED HERE EVEN IF IT DUPLICATES PORTIONS OF THE LABELS AFFIXED BELOW. ALSO, PROVIDE TRANSLATIONS OF FOREIGN LANGUAGE TEXT APPEARING ON LABELS.					

PART II - APPLICANT'S CERTIFICATION

Under the penalties of perjury, I declare: that all statements appearing on this application are true and correct to the best of my knowledge and belief; and, that the representations on the labels attached to this form, including supplemental documents, truly and correctly represent the content of the containers to which these labels will be applied. I also certify that I have read, understood and complied with the conditions and instructions which appear on the reverse of an original ATF F 5100.31, Certificate/Exemption of Label/Bottle Approval.

18. DATE OF APPLICATION 22 - JAN - 2003	19. SIGNATURE OF APPLICANT OR AUTHORIZED AGENT 	20. TYPE NAME OF APPLICANT OR AUTHORIZED AGENT JEFFREY P. WYNN
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PART III - ATF CERTIFICATE

This certificate is issued subject to applicable laws, regulations and conditions as set forth on the back of this form.

21. DATE ISSUED FEB 05 2003	22. AUTHORIZED SIGNATURE, BUREAU OF ALCOHOL, TOBACCO AND FIREARMS
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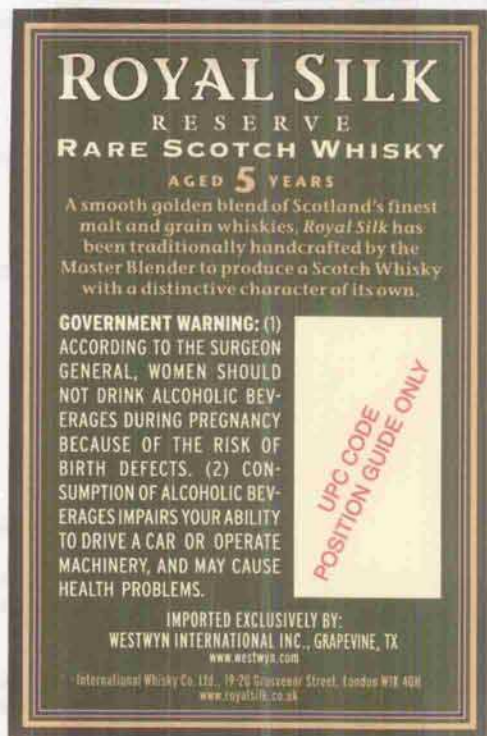
QUALIFICATIONS

EXPIRATION DATE (If any)

AFFIX COMPLETE SET



FRONT 100%



BACK 100%

**DEPARTMENT OF THE TREASURY
BUREAU OF ALCOHOL, TOBACCO AND FIREARMS
APPLICATION FOR AND CERTIFICATION/EXEMPTION OF
LABEL/BOTTLE APPROVAL**

(See Instructions and Paperwork Reduction Act Notice on Back)

PART I - APPLICATION

ID 03029-003-000011		CT 151		OR 5K	AP
1. VENDOR CODE (Required)		2. SERIAL NUMBER (Required)		7. NAME AND ADDRESS OF APPLICANT AS SHOWN ON PLANT REGISTRY, BASIC PERMIT OR BREWER'S NOTICE (Required)	
0	1	1	8	7	7
YEAR		03		- 1 4 3 4	
3. BRAND NAME (Required) ROYAL SILK					
4. CLASS AND TYPE (Required) (Includes wine varietal designation, if applicable) BLENDED SCOTCH WHISKY					
5. FANCIFUL NAME (If any)					
6. PLANT REGISTRY/BASIC PERMIT NO./BREWER'S NO. (Required) TX-1-1107					
7a. MAILING ADDRESS, IF DIFFERENT Westwyn International, Inc. P.O. Box 1131 Coppell, TX 75019-1131					
8. FORMULA NO. (If any)		9. LAB. NO./DATE		10. NET CONTENTS	
				1 LT	
11. PHONE NUMBER		12. AGE (Distilled Spirits)		13. ALCOHOL CONTENT	
469) 464-0294		40%		14. VINTAGE (Wine products only, if stated on label)	
15. FAX NUMBER		16. TYPE OF APPLICATION (Check applicable box)			
214) 488-7145		<input checked="" type="checkbox"/> CERTIFICATE OF LABEL APPROVAL <input type="checkbox"/> CERTIFICATE OF EXEMPTION FROM LABEL APPROVAL "For sale in only" (Fill in State abbreviation) <input type="checkbox"/> DISTINCTIVE LIQUOR BOTTLE APPROVAL TOTAL BOTTLE CAPACITY BEFORE CLOSURE (Fill in amount)			
17. SHOW ANY WORDING (a) APPEARING ON MATERIALS FIRMLY AFFIXED TO THE CONTAINER (e.g., caps, celloseals, corks, etc.) OTHER THAN THE LABELS AFFIXED BELOW, OR (b) EMBOSSED ON THE CONTAINER. THIS WORDING MUST BE NOTED HERE EVEN IF IT DUPLICATES PORTIONS OF THE LABELS AFFIXED BELOW. ALSO, PROVIDE TRANSLATIONS OF FOREIGN LANGUAGE TEXT APPEARING ON LABELS.					

PART II - APPLICANT'S CERTIFICATION

Under the penalties of perjury, I declare: that all statements appearing on this application are true and correct to the best of my knowledge and belief; and, that the representations on the labels attached to this form, including supplemental documents, truly and correctly represent the content of the containers to which these labels will be applied. I also certify that I have read, understood and complied with the conditions and instructions which appear on the reverse of an original ATF F-5100.31, Certificate/Exemption of Label/Bottle Approval.

18. DATE OF APPLICATION 22 - JAN - 2003	19. SIGNATURE OF APPLICANT OR AUTHORIZED AGENT <i>Jeffrey P. Wynn</i>	20. TYPE NAME OF APPLICANT OR AUTHORIZED AGENT JEFFREY P. WYNN
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PART III - ATF CERTIFICATE

This certificate is issued subject to applicable laws, regulations and conditions as set forth on the back of this form.

21. DATE ISSUED FEB 05 2003	22. AUTHORIZED SIGNATURE, BUREAU OF ALCOHOL, TOBACCO AND FIREARMS <i>Archie Hyman</i>
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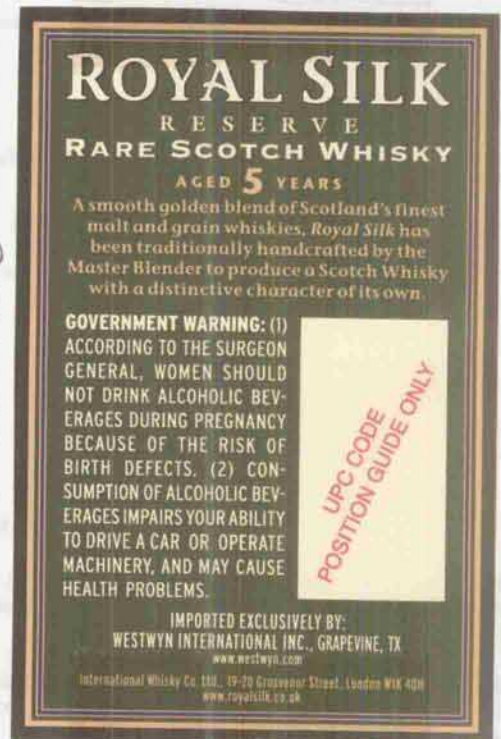
QUALIFICATIONS

EXPIRATION DATE (If any)

AFFIX COMPLETE



FRONT 100%



BACK 100%

87

TTB ID 04216-002-000216		DEPARTMENT OF THE TREASURY ALCOHOL AND TOBACCO TAX AND TRADE BUREAU APPLICATION FOR AND CERTIFICATION/EXEMPTION OF LABEL/BOTTLE APPROVAL <i>(See instructions and Paperwork Reduction Act Notice on Back)</i>			
1. REP. ID. NO. (If any) CT 151 OR 5K		PART I - APPLICATION			
2. PLANT REGISTRY/BASIC PERMIT/BREWER'S NO. (Required) FL-I-1818		7. NAME AND ADDRESS OF APPLICANT AS SHOWN ON PLANT REGISTRY, BASIC PERMIT OR BREWER'S NOTICE. INCLUDE APPROVED DBA OR TRADENAME IF USED ON THE LABEL. (Required) Ameritif Brands, Inc. 2136 Sea Hawk Drive Ponte Vedra, FL 32082			
3. SERIAL NUMBER (Required) YEAR 0 4 - 0 0 0 1		4. TYPE OF PRODUCT (Required) <input type="checkbox"/> WINE <input checked="" type="checkbox"/> DISTILLED SPIRITS <input checked="" type="checkbox"/> MALT BEVERAGE			
5. BRAND NAME (Required) Royal Silk		7a. MAILING ADDRESS, IF DIFFERENT Ameritif Brands, Inc. P.O. Box 11 Ponte Vedra, FL 32004			
6. FANCIFUL NAME (If any) Royal Silk Reserve Rare Scotch Whisky		8. EMAIL ADDRESS ameritif@bellsouth.net		9. FORMULA/SOP NO. (If any)	
11. NET CONTENTS 50 ml 750 ml 1 liter 1.75 liter		12. ALCOHOL CONTENT 80 proof		13. WINE APPELLATION (If on label)	
14. WINE VINTAGE DATE (If on label)		15. PHONE NUMBER (904) 273 5934		16. FAX NUMBER (904) 273 6598	
17. TYPE OF APPLICATION (Check applicable box(es)) a. <input checked="" type="checkbox"/> CERTIFICATE OF LABEL APPROVAL b. <input type="checkbox"/> CERTIFICATE OF EXEMPTION FROM LABEL APPROVAL "For sale in <u>USA</u> only" (Fill in State abbreviation) c. <input type="checkbox"/> DISTINCTIVE LIQUOR BOTTLE APPROVAL TOTAL BOTTLE CAPACITY BEFORE CLOSURE (Fill in amount) d. <input checked="" type="checkbox"/> RESUBMISSION AFTER REJECTION TTB ID 04145-002-000053		10. LAB. NO. & DATE/PRE-IMPORT NO. & DATE (If any)			
18. SHOW ANY WORDING (a) APPEARING ON MATERIALS FIRMLY AFFIXED TO THE CONTAINER (e.g., caps, celloseals, corks, etc.) OTHER THAN THE LABELS AFFIXED BELOW, OR (b) BLOWN, BRANDED OR EMBOSSED ON THE CONTAINER (e.g., net contents, etc.). THIS WORDING MUST BE NOTED HERE EVEN IF IT DUPLICATES PORTIONS OF THE LABELS AFFIXED BELOW. ALSO, PROVIDE TRANSLATIONS OF FOREIGN LANGUAGE TEXT APPEARING ON LABELS.					

PART II - APPLICANT'S CERTIFICATION

Under the penalties of perjury, I declare: that all statements appearing on this application are true and correct to the best of my knowledge and belief, and, that the representations on the labels attached to this form, including supplemental documents, truly and correctly represent the content of the containers to which these labels will be applied. I also certify that I have read, understood and complied with the conditions and instructions which are attached to an original TTB F 5100.31, Certificate/Exemption of Label/Bottle Approval.

19. DATE OF APPLICATION 07-22-04	20. SIGNATURE OF APPLICANT OR AUTHORIZED AGENT <i>[Signature]</i>	21. PRINT NAME OF APPLICANT OR AUTHORIZED AGENT Alan Heatwole
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PART III - TTB CERTIFICATE

This certificate is issued subject to applicable laws, regulations and conditions as set forth in the instructions portion of this form.

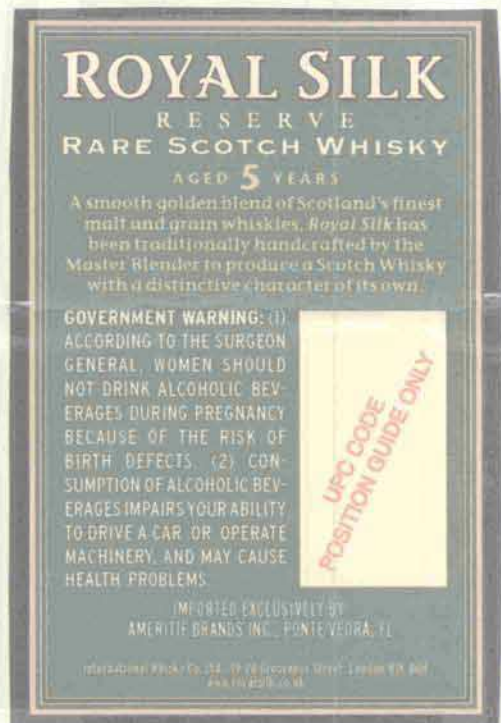
22. DATE ISSUED AUG 19 2004	23. AUTHORIZED SIGNATURE, ALCOHOL AND TOBACCO TAX AND TRADE BUREAU <i>[Signature]</i>
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FOR TTB USE ONLY

QUALIFICATIONS

EXPIRATION DATE (If any)

AFFIX COMPLETE SET OF LABELS TO THE CONTAINER (See instructions 4, 6 and 7)





TTB

ALCOHOL AND TOBACCO TAX AND TRADE BUREAU
U.S. Department of the Treasury



COLA Registry

ALCOHOL AND TOBACCO TAX AND TRADE BUREAU

TTB F 5100.31: Application For and Certification/
 Exemption of Label/ Bottle Approval

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1 to 7 of 7 (Total Matching Records: 7)

<u>TTB ID</u>	<u>Permit No.</u>	<u>Serial Number</u>	<u>Completed Date</u>	<u>Fanciful Name</u>	<u>Brand Name</u>	<u>Origin</u>	<u>Class/ Type</u>
02004003000004	TX-I-1107	02-1133	01/11/2002		ROYAL SILK	5K	151
02004003000005	TX-I-1107	02-1134	01/11/2002		ROYAL SILK	5K	151
02129003000045	TX-I-1107	02-1334	05/15/2002		ROYAL SILK	5K	151
02129003000048	TX-I-1107	02-1333	05/10/2002		ROYAL SILK	5K	151
03029003000010	TX-I-1107	03-1433	02/05/2003		ROYAL SILK	5K	151
	TX-I-				ROYAL		

03029003000011	1107	03-1434	02/05/2003		SILK	5K	151
04216002000216	FL-I-1818	040001	08/19/2004	ROYAL SILK RESERVE RARE SCOTCH WHISKY	ROYAL SILK	5K	151

[Printable Version](#)

1 to 7 of 7 (Total Matching Records: 7)

New Search

Alcohol and Tobacco Tax and Trade Bureau, 2003 Contact us at webmaster@ttb.treas.gov



While the Alcohol and Tobacco Tax and Trade Bureau (TTB) makes every effort to provide complete information, data such as company names, addresses, permit numbers, and other data provided in the registry may change over time. TTB makes no warranty, expressed or implied, and assumes no legal liability or responsibility as to the currency, reliability or completeness of furnished data. TTB welcomes suggestions on how to improve our Public COLA Registry. Please contact us via email at alfd@ttb.gov.

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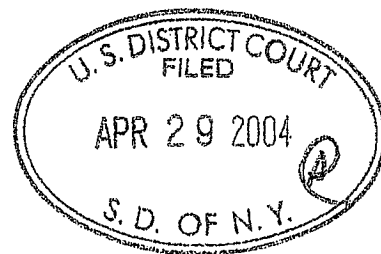
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EXHIBIT 6
to
International Whisky Company Limited's
First Notice of Reliance

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK



-----X

PRAKASH MELWANI, :

Plaintiff, :

-against- :

PRADIP K. JAIN, PRAMOD K. JAIN, :
ROYAL SILK PRODUCTS, INC. and, :
DIASTAR, INC. :

Defendants. :

-----X

02 Civ. 1224 (DF)

**MEMORANDUM AND
ORDER**

35

DEBRA FREEMAN, United States Magistrate Judge:

In this action, before me on consent pursuant to 28 U.S.C. § 636(c), *pro se* plaintiff Prakash Melwani ("Melwani") asserts six claims against defendants, alleging improper registration of a website, two counts of false advertising under the Lanham Act, two counts of tortious interference with prospective business advantage or relations, and unfair competition under state law. Defendants have moved for partial summary judgment dismissing Count Three (false advertising) and Count Five (tortious interference), arguing that these two claims as against defendant Pramod Jain ("Pramod") were released as part of a settlement in a prior action. In addition, defendants maintain that there is no factual support for asserting these two claims against Pramod or defendant Diastar, Inc ("DI").¹

¹ Melwani originally named Pradip Jain ("Pradip") and Royal Silk Products, Inc. ("RSPI") as additional defendants on Counts Three and Five, but voluntarily dismissed those claims against Pradip and RSPI before defendants brought their summary judgment motion. (*See* Stipulation of Voluntary Dismissal of Certain Claims, "so ordered" November 26, 2002 (Dkt. 24).) Perhaps unaware that the Court had already ordered that dismissal, defendants have addressed their motion, in part, to the adequacy of Counts Three and Five as against Pradip and

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For the reasons set forth herein, defendants motion for partial summary judgment is granted with respect to Counts Three and Five against defendant Pramod; with respect to defendant DI, the Court reserves decision pending further submissions, as discussed below.

BACKGROUND²

A. The Parties

In 1978, Melwani founded Royal Silk Ltd. (“RSL”), a company engaged in the mail-order catalog sale of silk garments and related products. (Otis Aff. ¶ 5.) RSL owned certain registered trademarks, including a “Royal Silk” service mark for the mail-order and retail-store sale of clothing and similar fashion accessories made wholly or partially of silk. (*Id.*) Sometime in 1988, RSL filed for bankruptcy in the United States Bankruptcy Court for the District of New Jersey. (*Id.* ¶ 6.)

The defendant Jain brothers (Pradip and Pramod) are officers of corporate defendants RSPI and DI. (*See* Affidavit of Pradip Jain in Support of Motion for Partial Summary Judgment (“Pradip Aff.”) dated Nov. 19, 2002, ¶ 1; Affidavit of Pramod Jain in Support of Motion for Partial Summary Judgment (“Pramod Aff.”) dated Nov. 19, 2002, ¶ 1.) In September 1991, as part of the liquidation of RSL, the Jain brothers and RSPI, through a related company called

RSPI. (*See* Notice of Motion, filed Nov. 27, 2002 (Dkt. 25); Defendants’ Memorandum of Law in Support for Partial Summary Judgment (“Defs.’ Mem.”), filed Dec. 2, 2002, (Dkt. 26).) As these claims have already been dismissed against these defendants, there is no need for the Court to consider this aspect of defendants’ motion.

² With respect to the factual background of this case, the parties have agreed to stipulate to the same set of facts to which they stipulated in a Joint Pretrial Order filed in a prior action in this Court, *Prakash Melwani v. Pradip Jain and Royal Silk, Inc.*, 00 Civ. 7623 (AJP). (*See* Joint Report of Parties and Proposed Scheduling and Discovery Order, filed June 19, 2002 (Dkt. 12); Affirmation of Nicholas P. Otis in Support of Motion for Partial Summary Judgment (“Otis Aff.”), dated Nov. 25, 2002 (Dkt. 25), Ex. 1.)

Ultra Silk Inc. (“USI”), purchased from a secured creditor of RSL the “Royal Silk” service mark and the goodwill associated with it. (*Id.* ¶ 7.) Melwani, who had become acquainted with the Jain brothers, assisted the defendants with the purchase of the “Royal Silk” service mark, which the defendants then registered with the United States Patent and Trademark Office. (*Id.* ¶¶ 8-9.)

From approximately October 1991 through December 1993, Melwani then rendered consultation services to RSPI and a related company, USI. (*Id.* ¶ 10.) When, however, business failed to prosper as defendants had hoped it would, the relationship with Melwani was terminated. (*Id.*)

B. Litigation History

In 1998, Melwani commenced an action in the New York State Supreme Court, New York County (the “state court action”),³ against Pradip, Pramod, and USI, alleging various contract and other claims, and asserting that Melwani was entitled to a portion of the profits of USI’s silk business. (*Id.* ¶ 12.) Simultaneously, Melwani filed an action in this Court against RSPI (the “1998 federal action”), asserting the same claims as were being asserted in the state court action.⁴ (*Id.* ¶ 13.) Melwani, however, subsequently voluntarily discontinued the 1998 federal action and joined RSPI as a defendant in the state court action instead. (*Id.*; see *Prakash Melwani v. Royal Silk Products, Inc.*, No. 98 Civ. 4134 (TPG), Stipulation of Voluntary Dismissal, entered Feb. 25, 1999 (Dkt. 5).) The state court action was tried, resulting in a verdict for the defendants. (Defs.’ Mem. at 4; Ottis Aff. Ex. B.)

³ The state court action was entitled *Prakash Melwani v. Pradip Jain, Pramod Jain, and Ultra Silk, Inc.*, No. 98-109229.

⁴ The 1998 federal action was entitled *Prakash Melwani v. Royal Silk Products, Inc.*, No. 98 Civ. 4134 (TPG).

While the state court action was still in the discovery phase, Melwani filed another action in this Court against Pradip and RSPI (the “2000 federal action”).⁵ (Ottis Aff. ¶ 15.) In that action Melwani alleged that he had all rights to the name and mark “Royal Silk,” for which he had registered a new trademark for clothing and apparel, and that Pradip and RSPI, by launching and operating a commercial website, “royalsilk.com,” violated the Lanham Act and tortiously interfered with Melwani’s prospective plans for a new business to be known as Royal Silk. (*Id.*)

C. The 2001 Settlement

On August 10, 2001, the 2000 federal action was settled on the record before United States Magistrate Judge Andrew J. Peck (*Id.* ¶ 16, Ex. A (Transcript of Aug. 10, 2001 conference before Judge Peck (“Settlement Tr.”)).) The settlement was a global settlement, which finally resolved the state court action, as well as the pending federal action.

As memorialized on the record, the specific terms of the settlement agreement were as follows: In addition to agreeing to injunctive relief, the federal defendants agreed to pay Melwani \$15,000 in installments. (*See* Settlement Tr. p.6, ll.6-11.) In exchange, Melwani agreed to refrain from appealing, or to withdraw any appeal he may have already filed in, the state court action. (*See id.* p.8, ll.1-8.) Further, Judge Peck confirmed that:

upon full payment of all amounts hereunder, [the parties] shall exchange general releases. Mr. Melwani further agrees and the defendants agree that Mr. Melwani and the state court defendants will also exchange general releases. The state court defendants, in addition to Pradip Jain and Royal Silk Products, Inc., are Promod [*sic*] Jain and Ultra Silk, Inc.

⁵ The 2000 federal action was entitled *Prakash Melwani v. Pradip Jain and Royal Silk Products, Inc.* No. 00 Civ. 7623 (AJP). (*See* n.2 *supra.*)

(*Id.* p.8, ll.16-23.) Finally, Judge Peck placed on the record that “[a]ll claims and counterclaims in this action are hereby discontinued with prejudice in accordance with the terms of the stipulation.” (*Id.* p.8, ll.23-25.)

Prior to concluding the conference, Judge Peck questioned Melwani, under oath, to ensure that he understood the implications of the settlement agreement based on what had been said both on and off the record. (*See id.* p.9, l.21 - p.10, l.8.) Melwani confirmed on the record that he understood the settlement agreement in all respects. (*Id.* p.10, l.9.)⁶

The parties do not dispute that defendants went ahead and paid the \$15,000 to Melwani, in accordance with the settlement agreement, but that no written releases were ever exchanged. (*See* Defendants’ Local Civil Rule 56.1 Statement (“Defs’ 56.1 Stmt.”) filed Dec. 2, 2002 (Dkt. 27) ¶ 3; Otis Aff. ¶ 16; Melwani Aff. ¶ 8, Ex. B.)

D. The Instant Action and Defendants’ Motion

On February 14, 2002, Melwani filed the present action in this Court. (*See* Complaint (Dkt. 2).) He subsequently filed an Amended Complaint (Dkt. 3), and then on June 25, 2002, he filed a Second Amended Complaint (“Second Am. Compl.”) (Dkt. 14), which is now the operative pleading.

⁶ Judge Peck questioned Melwani, after swearing him in, as follows: “And you have heard the terms of the settlement as described on the record by Mr. Otis and as clarified on the record during various courses of this conference based on your off-the-record discussions with him, correct? . . . [Discussion off the record] And you heard the terms of the settlement agreement in all its aspects, both the settlement agreement and the part of the settlement agreement that grants you injunctive relief and will be provided in a court judgment as well as the settlement agreement. Do you agree to the terms of settlement, Mr. Melwani?” (Settlement Tr. p.9, l.21- p.10, l.8.) Mr. Melwani responded, “Yes, I do.” (*Id.*, p.10, l.9.)

On November 27, 2002, defendants moved for partial summary judgment with respect to Counts Three and Five of the Second Amended Complaint, which, as pleaded, were asserted against defendants Pradip, Pramod, RSPI, and DI, although the claims were later voluntarily dismissed as against Pradip and RSPI. (*See* n.1 *supra*.) According to defendants, the two counts are, in substance, identical to claims asserted in the 2000 federal action against Pradip and RSPI.⁷ Pramod asserts that, as one of the state court defendants at the time, he was promised a release by Melwani under the terms of the 2001 settlement agreement. He further asserts that the settlement should be enforced and that the promised release should be deemed effective, so as to extend to the claims now asserted against him. (*See* Otis Aff. ¶ 17; Pramod Aff. ¶ 5.) In addition, both Pramod and DI maintain that Melwani has no good-faith factual basis for asserting either of the two counts in question against either of them. (Defs.' Mem. at 1.)

⁷ Count Three in this action and Count One in the 2000 federal action each allege that the defendants named in those claims violated Section 43(a) of the Lanham Act by developing and launching the "royalsilk.com" website on which they advertised a broad range of clothing, and which they "knew or should have known" contained false and misleading information likely to confuse visitors to the site. (Second Am. Compl. ¶¶ 43-46; Complaint filed in *Prakash Melwani v. Pradip Jain and Royal Silk Products, Inc.* No. 00 Civ. 7623 (AJP) ("2000 Compl."), filed Oct. 10, 2000 (Dkt. 1), ¶¶ 15-18.) Melwani further alleges that he owns the Royal Silk trademark for the apparel category (Second Am. Compl. ¶ 46), and that the defendants' false advertising deceived the public causing damage to Melwani through the loss of the goodwill value of the Royal Silk apparel mark. (Second Am. Compl. ¶ 47; 2000 Compl. ¶ 24.)

Count Five in this action and Count Two in the 2000 federal action each allege that the defendants named in those claims tortiously interfered with Melwani's prospective business advantage by "intentionally us[ing] . . . dishonest, unfair . . . improper" and fraudulent content on the royalsilk.com website. (Second Am. Compl. ¶ 65; 2000 Compl. ¶ 31.) This activity allegedly interfered with Melwani's business relationship with a private equity investment firm from whom he was seeking funding for his own Royal Silk apparel venture. (Second Am. Compl. ¶ 66; 2000 Compl. ¶¶ 31, 34.)

Melwani argues that he misunderstood the meaning of the general releases to which he agreed in the 2001 settlement. (Melwani Aff. ¶¶ 37-41.) He asserts that he never believed that the release would include the instant claims against Pramod, who was not a party to the 2000 federal action, because the meaning of a “general release” was never properly explained to him. (Melwani Aff. ¶ 41.) In any event, Melwani argues that, because no such release was ever executed (*id.* ¶ 44), it should not be enforced. In addition, Melwani asserts that there is a sufficient factual basis for now bringing these two claims against both Pramod and DI. (*Id.* ¶¶ 9-20, 22-31.)

DISCUSSION

I. Summary Judgment Standards

Under Rule 56(c), a motion for summary judgment may be granted when the parties’ sworn submissions show that “there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law.” Fed. R. Civ. P. 56(c); *see also Celotex Corp. v. Catrett*, 477 U.S. 317, 322-323 (1986); *Holt v. KMI-Continental, Inc.*, 95 F.3d 123, 128 (2d Cir. 1996). The moving party bears the burden of showing that no genuine issue of material fact exists. *See Adickes v. S.H. Kress & Co.*, 398 U.S. 144, 157 (1970).

In considering a summary judgment motion, the Court must “view the evidence in the light most favorable to the party against whom summary judgment is sought and must draw all reasonable inferences in his favor.” *L.B. Foster Co. v. Am. Piles, Inc.*, 138 F.3d 81, 87 (2d Cir. 1998) (citing *Matsushita Elec. Indus. Co. v. Zenith Radio Corp.*, 475 U.S. 574 (1986)); *see also Anderson v. Liberty Lobby, Inc.*, 477 U.S. 242, 255 (1986). Further, where the party opposing summary judgment is proceeding on a *pro se* basis, the Court must read that party’s

papers liberally and interpret them “to raise the strongest arguments that they suggest.”

McPherson v. Coombe, 174 F.3d 276, 280 (2d Cir. 1999) (internal quotation marks and citation omitted). Even a *pro se* plaintiff, however, cannot withstand a motion for summary judgment by relying merely on the allegations of a complaint. *See Champion v. Artuz*, 76 F.3d 483, 485 (2d Cir. 1996). Rather, when confronted with evidence of facts that would support judgment in the defendant’s favor as a matter of law, the plaintiff must come forward with evidence in admissible form that is capable of refuting those facts. *See Fed. R. Civ. P. 56(e)*; *see also Jermosen v. Coughlin*, 877 F. Supp. 864, 867 (S.D.N.Y. 1999) (*pro se* plaintiffs must make proper evidentiary showing in order to defeat summary judgment).

Overall, the Court “cannot try issues of fact; it can only determine whether there are issues to be tried.” *Am. Mfrs. Mut. Ins. Co. v. Am. Broad.-Paramount Theatres, Inc.*, 388 F.2d 272, 279 (2d Cir. 1967); *accord Sutera v. Schering Corp.*, 73 F.3d 13, 15-16 (2d Cir. 1995). Only where there is no genuine issue of material fact, viewing the evidence in the light most favorable to the nonmoving party, is summary judgment appropriate. *See Liberty Lobby*, 477 U.S. at 248; *Binder v. Long Island Lighting Co.*, 933 F.2d 187, 191 (2d Cir. 1991).

II. The Claims Against Pramod

As noted above (*see supra*, n.7), Counts Three and Five in this action mirror Counts One and Two in the 2000 federal action, although the claims were then asserted against fewer defendants. Pramod maintains that, even though he was not named as a defendant on the earlier claims, Melwani is nonetheless precluded from asserting such claims against him now, under the terms of the 2001 settlement agreement. (*See Otis Aff.* ¶ 17; *Pramod Aff.* ¶ 5; *Defs.’ Mem.* at 3.) While conceding that he agreed to generally release any claims against Pramod, Melwani asserts

that his supposed lack of understanding of his own agreement, as well as the lack of any signed, written documentation of the release, preclude its enforcement. (Plaintiff's Memorandum of Law in Opposition to Defendants' Motion for Partial Summary Judgment ("Melwani Mem.") filed Dec. 20, 2002 (Dkt. 29) at 5-6; Melwani Aff. ¶¶ 40-45.)

A. **Enforceability of Settlement Made on the Record**

Whether analyzed under state or federal law, a stipulation of settlement made in open court is binding and enforceable. See N.Y. C.P.L.R. § 2104, *Lopez v. City of New York*, 242 F. Supp. 2d 392, 393 (S.D.N.Y. 2003) (citing *Janus Films Inc. v. Miller*, 801 F.2d 578, 583 (2d Cir. 1986) and *Hallock v. State*, 64 N.Y.2d 224, 230, 485 N.Y.S.2d 510, 474 N.E.2d 1178 (1984)); see also *Foster v. City of New York*, No. 96 Civ. 9271 (PKL), 2000 WL 145927, at *3 n.4 (S.D.N.Y. Feb. 7, 2000); *Davis v. New York City Housing Authority*, 300 A.D.2d 531, 531-32, 754 N.Y.S.2d 285, 286 (2d Dept. 2002).

Even where made on the record, however, an oral agreement should only be enforced where the parties intended to be bound. *Lopez*, 242 F. Supp. 2d at 393; see *Alvarez v. City of New York*, 146 F. Supp. 2d 327, 335 (S.D.N.Y. 2001). The Second Circuit has developed a four-part test for determining the intent of the parties to be bound by an oral settlement agreement: "(1) whether there has been an express reservation of the right not to be bound in the absence of a signed writing; (2) whether there has been partial performance of the contract; (3) whether all of the terms of the alleged contract have been agreed upon; and (4) whether the agreement at issue is usually committed to writing." *Ciaramella v. Reader's Digest Assoc., Inc.*, 131 F.3d 320, 323 (2d Cir. 1997) (citing *Winston v. Mediafare Entertainment Corp.*, 777 F.2d 78, 80-81 (1995)).

B. Consideration of the Relevant Factors

In this case, the balance of factors favors a finding that the parties intended to enter into a binding settlement agreement.

First, no party to the settlement expressed any reservation on the record of a right not to be bound absent an executed agreement, despite the fact that Judge Peck gave the parties ample opportunity to state their understandings. Further, even if Melwani planned to execute a written general release subsequent to stating his agreement on the record, that would not satisfy the express reservation of rights requirement. *Lopez*, 242 F. Supp. 2d at 393 (citing *Conway v. Brooklyn Union Gas Co.*, 236 F. Supp. 2d 241, 249-50 (E.D.N.Y. 2002)); *see, e.g., Reich v. Best Built Homes, Inc.*, 895 F. Supp. 47, 49-50 (W.D.N.Y. 1995) (fact that the parties were to subsequently execute a written Consent Judgment embodying the terms set forth orally on the record, but did not do so, did not negate the enforceability of the settlement) (citing *Int'l Telemeter Corp. v. Teleprompter Corp.*, 592 F.2d 49, 56 (2d Cir. 1979)).

Second, there is no dispute that there was partial performance, as the parties agree that Melwani was paid the \$15,000 settlement amount. (Melwani Aff. ¶ 8; Defs.' 56.1 Stmt. ¶ 3.)

Third, there is no issue here that only certain terms of the settlement were agreed to on the record, with other terms still to be determined. On the contrary, the parties do not dispute that the record of the settlement memorialized all of the material terms of the agreement, and the only dispute is whether Melwani should be bound by those terms. (Defs.' Mem. at 4; Melwani Aff. ¶ 40.)

Fourth, although a settlement agreement is normally reduced to writing, an on-the-record agreement may substitute for a writing, and, since the settlement here was on the record, this

factor favors enforcement of the settlement as well. *See Lopez*, 242 F. Supp. 2d at 393 (citing *Shabtai v. Honeywell, Inc*, No 94 Civ. 0524, 1998 WL 823617, at *1 (S.D.N.Y. Nov. 25, 1998)).

In addition, under the circumstances of this case, where the termination of both federal and state court actions were explicitly made a part of the parties' agreement, it is apparent that defendants wished to have a global settlement that would put an end to the various claims which Melwani had or could have brought against them, wherever those claims had, or could have been, asserted. (*See Pramod Aff.* ¶ 4 (“At the time the prior action was settled . . . I was also concerned that Mr. Melwani might file suit against me for the same claims he was settling against Pradip Jain and RSPI. Mr. Melwani has sued us four (4) times in four (4) years . . . Thus my fear that Mr. Melwani would sue me over the same claims he was settling was well founded. In fact he has done just that.”); *see also Monaghan v. SZS 33 Assocs., L.P.*, 73 F.3d 1276, 1282 (2d Cir. 1996) (noting that equitable considerations and reliance by one party should be taken into account when enforcing the terms of an oral settlement agreement); *Ruskay v. Waddell*, 552 F.2d 392, 395-96 (2d Cir. 1977) (noting that circumstances surrounding the agreement to execute a release may be examined in construing the nature and scope of the release).)

Finally, public policy strongly favors enforcement of a settlement agreement that is placed on the record by the Court. *Ruskay*, 552 F.2d at 398 (“[S]ettlement of complex lawsuits is a welcome development. . . . [S]trong policy considerations require that what all parties thought to be a close matter remain so. One who [agrees to] a general release has had the opportunity to press his claim; before waiving his rights, he should carefully consider the development such as the one that gave birth to this lawsuit. That risk was implicit in the settlement . . . once the decision to settle is made, a party must abide by it.”); *Foster*, 2000 WL 145927, at *3 (noting the

presumption favoring enforcement of oral settlement agreements); *In re Cuffee*, 232 B.R. 53, 56 (E.D.N.Y. 1999) (“A stipulation of settlement on the record in Court is one of the strongest and most binding agreements in the field of law.”), *aff’d*, 201 F.3d 430 (Table) (2d Cir. 1999).

For all of these reasons, the parties’ on-the-record settlement agreement in the 2000 federal action is fully enforceable. As for Melwani’s argument that he should not be bound to the agreement because of his lack of understanding of the terms, his bald and belated assertion that he did not understand the nature of the releases to which he agreed cannot serve to invalidate the on-the-record agreement. *See, e.g., Clark v. Buffalo Wire Works Co., Inc.*, 3 F. Supp. 2d 366, 373 (W.D.N.Y. 1998) (“[T]he enforceability of a release does not depend on whether the releasor was subjectively aware of the precise claims to which the release pertains upon executing the release.”).

There is no question that the releases to which Melwani agreed would cover the two claims now asserted against Pramod. At the time of the settlement, Melwani agreed to provide Pramod with a “general release.” A general release is a release that covers “all claims and demands due at the time of its execution.” *Kaul v. Hanover Direct, Inc.*, 296 F. Supp. 2d 506, 517 (S.D.N.Y. 2004) (citation omitted); *see Ruskay*, 552 F.2d at 395 (a general release bars claims arising out of any controversy that pre-dates the execution of the release). Thus, Melwani agreed that he would not thereafter assert any type of claim against Pramod, to the extent such claim arose from Pramod’s conduct prior to the date of the settlement, which was August 10, 2001. The terms of the general release would certainly include the claims against Pramod in Count Three and Count Five in the current action, which are based on the same activity raised in

the 2000 federal action, and which thus plainly accrued prior to the date of the settlement agreement.

As the challenged claims against Pramod would fall within the scope of the general release agreed to by Melwani, and as Melwani's agreement is binding and enforceable, there is no genuine issue of fact that would preclude summary judgment in Pramod's favor.

Accordingly, summary judgment dismissing Counts Three and Five as against Pramod is granted.⁸

III. The Claims Against DI

DI does not assert that the claims against it were similarly released by Melwani, but argues that Counts Three and Five against it should be dismissed nonetheless, on the ground that Melwani has not demonstrated a factual basis for those claims. (Defs.' Mem. at 1, 3; Defs.' 56.1 Stmt. at ¶ 8.) Whether or not this is the case – and Melwani disputes that it is⁹ – the Court need not reach the question. Rather, it appears that the claims against DI are subject to dismissal on the separate ground that, for res judicata purposes, DI was in privity with defendants in the second federal action, and that the resolution of those claims in that action thus serves to bar Melwani from asserting them now against DI.

⁸ As Pramod is entitled to summary judgment because of Melwani's agreement to release claims against him, the Court need not consider Pramod's alternative argument that he is entitled to summary judgment because Melwani cannot show factual support for the claims at issue.

⁹ As noted above, these two counts are identical to claims previously litigated in the 2000 federal action, in which DI was not named as a party. Defendants maintain that this was because there was, at that time, no basis for the claims to be asserted against DI, and that nothing in discovery in this action has now shown otherwise. (See Defs.' Mem. at 1-2.) Melwani, however, asserts that information regarding DI's involvement in the alleged illegal conduct came to light during, and subsequent to, the settlement discussions of the 2000 federal action, and that there is now a sufficient factual basis for him to assert these claims against DI. (Melwani Mem. at 3.)

The doctrine of res judicata, or claim preclusion, provides that “once a final judgment has been entered on the merits of a case, that judgment will bar any subsequent litigation by the same parties or those in privity with them concerning the transaction or series of connected transactions, out of which the first action arose.” *Maharaj v. Bankamerica Corp.*, 128 F.3d 94, 97 (2d Cir. 1997) (citing Restatement (Second) of Judgments § 24(1) (1982)). An essential objective of res judicata is to “relieve parties of the cost and vexation of multiple lawsuits [and to] conserve judicial resources.” *Allen v. McCurry*, 449 U.S. 90, 94 (1980). Even where a defendant does not raise a res judicata defense, the Court may consider it *sua sponte*. See, e.g., *Salahuddin v. Jones*, 992 F.2d 447, 449 (2d Cir. 1993) (“The failure of a defendant to raise res judicata in answer does not deprive a court of the power to dismiss a claim on that ground.”); *Fernicola v. Specific Real Property in Possession*, No. 00 Civ. 5173 (MBM), 2001 WL 1658257, at *4 n.5 (S.D.N.Y. Dec. 26, 2001) (“[A] court may consider the issue of res judicata *sua sponte*, assuming the court has all the relevant data and legal records.”).

The defense of res judicata requires a party to show that “(1) the previous action involved an adjudication on the merits; (2) the previous action involved the [parties] or those in privity with them; [and] (3) the claims asserted in the subsequent action were, or could have been, raised in the prior action.” *Monahan v. New York City Dep’t of Corr.*, 214 F.3d 275, 285 (2d Cir. 2000) (citations omitted). Further, “[i]t is clear that a dismissal, with prejudice, arising out of a settlement agreement operates as a final judgment on the merits for res judicata purposes.” *Marvel Characters, Inc. v. Simon*, 310 F.3d 280, 287 (2d Cir. 2002); see *Putney Arms LLC v. Shaw Indus.*, No. 3:00 Civ. 2052 (JBA), 2002 WL 31094971, at *3 (D. Conn. Sept. 6, 2002) (“A dismissal with prejudice, such as that provided for in the terms of the settlement stated on

the record before the Magistrate Judge, is subject to the same rules of res judicata and is effective not only on the immediate parties but also on their privies.”) (internal quotation marks and citation omitted).

Here, there is no dispute that all claims in the 2000 federal action were discontinued with prejudice as a result of the stipulated settlement of that case. There can thus be no dispute that res judicata will act as a bar to Melwani’s re-assertion, against any of the same defendants, of any of the claims previously raised in that case. Further, while DI was not a party to the 2000 federal action, Melwani himself makes assertions that, if true, would demonstrate that DI was in privity with defendants in that action, and that the doctrine of res judicata should thus operate to bar the same claims from being asserted against DI, as well.

Specifically, Melwani asserts (and defendants do not deny) that DI financed and controlled the defense of the 2000 federal action. (Melwani Aff. ¶¶ 8, 9, 17.) In support of this assertion, Melwani shows that the payment made to him in settlement of that case was actually made by DI. (See Melwani Aff., Ex. B.) If true that DI financed and controlled the prior action, this would be sufficient to establish the required privity. *Waldman v. Village of Kiryas Joel*, 39 F. Supp. 2d 370, 380 (S.D.N.Y. 1999) (in the res judicata context, privity exists where a non-party controlled and financed both suits), *aff’d*, 207 F.3d 105 (2d Cir. 2000).

Further, Melwani asserts (and defendants agree) that DI’s alleged liability, if any, is wholly derivative of RSPI’s liability. (Melwani Aff. ¶¶ 7, 9; see Nicholas Otis Reply Affirmation in Further Support of Defendants’ Motion for Partial Summary Judgement (“Otis Reply Aff.”) dated Jan. 2, 2003, ¶ 8.) Melwani concededly has no basis for asserting his claims against DI other than his argument that DI controlled and “dominat[ed]” RSPI (Melwani Aff. ¶ 7-

14; Melwani Mem. at 3), which was named as a defendant on the same claims in 2000. Again, if the Court were to accept as true Melwani's assertions of domination and control, they would be sufficient to establish privity for res judicata purposes. Moreover, the mere fact that any liability would be derivative itself demonstrates DI's and RSPI's identity of interest with respect to the asserted claims. *See Monahan*, 214 F.3d at 285 (literal privity is not required in the res judicata context, instead a party will be bound by a previous judgment if its interests were adequately represented); *Chase Manhattan Bank v. Celotex Corp.*, 56 F.3d 343, 345-46 (2d Cir. 1995) (res judicata may bar non-parties to earlier litigation when the interests and incentives involved in the prior litigation are virtually identical to those in the later litigation); *Zoll v. Ruder Finn, Inc.*, No. 02 Civ. 3652 (CSH), 2003 WL 22283830, at *8 (S.D.N.Y. Oct. 2, 2003) (privity found between party to original action and non-party where the claims were identical, the same witnesses, facts, and legal theories were involved, and the first action did not involve any defense unique to those parties).¹⁰

Finally, privity between DI and Pradip, who was a defendant in the 2000 federal action, is likely established by their identity of interest in this matter. It is undisputed fact that Pradip was and remains an officer of DI (*see Pradip Aff.* ¶ 1), and the claims that Melwani would now assert against DI are the same as those previously asserted against Pradip, based on the same underlying facts (*see Melwani Mem.* at 4). Under these circumstances, it is difficult to see how Pradip's and

¹⁰ Although, in the context of arguing that Melwani's claims against DI lack factual support, defendants assert that DI and RSPI are separate entities, that they were not involved in each others' activities during the time period in question, and that the corporate boundaries between them should not be disregarded (*Otis Reply Mem.* ¶ 9), this would not preclude a finding of privity between the two companies for res judicata purposes. *See, e.g., Chase Manhattan Bank*, 56 F.3d at 345 (finding that privity may exist for the purpose of determining one legal question but not another depending on the circumstances and legal doctrines at issue).

DI's interests diverge. *See Fernicola*, 2001 WL 1658257 at *4 (finding a sufficient identity of interest between the CEO of a hospital and the hospital itself to establish privity for res judicata purposes).

It therefore appears that Counts Three and Five as against DI are barred under the doctrine of res judicata, and that Melwani would be hard-pressed to argue otherwise in light of statements he has already made to the Court. However, in recognition of the fact that res judicata was not argued by defendants on their motion, that Melwani has thus had no opportunity to respond on this point, and that Melwani is proceeding *pro se*, the Court will afford Melwani an opportunity to address the issue before the Court dismisses the claims on this basis. *See, e.g., Well-Made Toy Mfg. Corp. v. Lotus Onda Indus. Co., Ltd.*, 02 Civ. 1151 (CBM), 2002 WL 31519630, at *1 (S.D.N.Y. Nov. 12, 2002) (allowing parties to submit supplemental briefs on the narrow issue of whether plaintiff's claim ought to be precluded pursuant to the doctrine of res judicata where the issue had not been raised in the underlying motion to dismiss).

CONCLUSION

For all of the foregoing reasons, Counts Three and Five of the Second Amended Complaint are hereby dismissed as against defendant Pramod K. Jain.

As to the motion to dismiss these two counts as against defendant Diastar, Inc., if plaintiff wishes to oppose the Court's dismissal of these claims on the ground of res judicata, he should

serve and file a supplemental brief in opposition no later than May 28, 2004, and defendants, if they wish, may serve and file a reply no later than June 11, 2004.

Dated: New York, New York
April 28, 2004

SO ORDERED



DEBRA FREEMAN
United States Magistrate Judge

Copies mailed to:

Mr. Prakash Melwani
201 E. 28th Street
New York, NY 10016

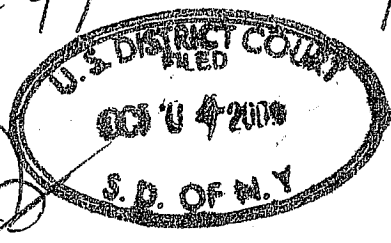
Nicholas P. Otis, Esq.
Nathanson Devack & Memmoli, LLP
90 Merrick Avenue, Suite 500
East Meadow, NY 11554

EXHIBIT 7
to
International Whisky Company Limited's
First Notice of Reliance

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FREEMAN, MS



UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
PRAKASH MELWANI,

Plaintiff,

02 CIVIL 1224 (DF)

-against-

JUDGMENT

PRADIP K. JAIN, PRAMOD K. JAIN, ROYAL SILK
PRODUCTS, INC. and DIASTAR, INC.,
Defendants.
-----X

The issues in the above-entitled action having been brought on for trial before the Honorable Debra Freeman, United States Magistrate Judge, and a jury on September 20, 2005; the Court having granted defendants' Rule 50(a) motion for judgment as a matter of law with respect to the False Advertising Claim and with respect to the Unfair Competition Claim; the Court having denied defendants' Rule 50 motion without prejudice to renew after trial has concluded on the Cybersquatting Claim; the Court having denied defendants' motion for reconsideration of defendants' Rule 50(a) motion and at the conclusion of the trial the jury having returned a verdict in favor of the defendants, it is,

ORDERED, ADJUDGED AND DECREED: That the Complaint be and it is

hereby dismissed.

DATED: New York, New York
October 3, 2005

SO ORDERED

J. MICHAEL McMAHON

USMJ

Clerk of Court
BY:
Deputy Clerk

MICROFILM

OCT - 6 2005

Debra Freeman
United States Magistrate Judge
Southern District of New York

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Filing Date: 2004-10-29

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Legal Entity Type: GOVERNMENT OF THAILAND

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GOODS AND/OR SERVICES

International Class: A

Class Status: Active

fabrics, namely, silk

Basis: 1(a)

First Use Date: 2007-11-14

First Use in Commerce Date: 2007-11-14

ADDITIONAL INFORMATION

Color(s) Claimed: The color(s) GOLD is/are claimed as a feature of the mark.

Description of Mark and Any Color Part(s): The mark consists of a peacock, two concentric circles, and the words "ROYAL THAI SILK", all appearing in the color gold.

Disclaimer: "SILK"

Design Search Code(s):

03.15.12 - Peacocks; Pheasants; Quail

03.15.24 - Stylized birds and bats

26.01.02 - Circles, plain single line; Plain single line circles

26.01.17 - Circles, two concentric; Concentric circles, two; Two concentric circles

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2009-02-05 - Statement Of Use Processing Complete

2009-01-20 - Use Amendment Filed

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2009-01-20 - TEAS Statement of Use Received

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2008-10-07 - Assigned To Examiner

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2008-06-17 - Opposition terminated for Proceeding

2008-06-17 - Opposition dismissed for Proceeding

2008-03-05 - Automatic Update Of Assignment Of Ownership

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2006-12-18 - Notice Of Allowance Cancelled

2006-11-21 - NOA Mailed - SOU Required From Applicant

2006-10-03 - Opposition terminated for Proceeding

2006-09-28 - Opposition instituted for Proceeding

2006-09-25 - Opposition instituted for Proceeding

2006-08-24 - Extension Of Time To Oppose Received

2006-07-25 - Published for opposition

2006-07-05 - Notice of publication

2006-06-08 - Law Office Publication Review Completed

2006-06-01 - Examiner's amendment mailed

2006-05-31 - Approved For Pub - Principal Register

2006-05-31 - Examiner's Amendment Entered

2006-05-31 - Examiners Amendment -Written

2006-05-31 - Previous Allowance Count Withdrawn
2006-05-26 - Assigned To LIE
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2006-04-21 - Teas/Email Correspondence Entered
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2006-04-14 - TEAS Response to Office Action Received
2006-01-24 - Final refusal mailed
2006-01-23 - Final Refusal Written
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2005-12-09 - Communication received from applicant
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2005-06-10 - Non-final action mailed
2005-06-09 - Non-Final Action Written
2005-06-04 - Assigned To Examiner
2004-11-09 - New Application Entered In Tram

ATTORNEY/CORRESPONDENT INFORMATION

Attorney of Record

William H. Brewster

Correspondent

William H. Brewster
KILPATRICK STOCKTON LLP
1100 PEACHTREE ST NE STE 2800
ATLANTA GA 30309-4530
Phone Number: 404-815-6500
Fax Number: 404-815-6555

Domestic Representative

William H. Brewster
Phone Number: 404-815-6500
Fax Number: 404-815-6555



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GOVERNMENT HOUSE 1 THANON NAKHON PATHOM
BANGKOK, THAILAND 10300

Correspondent: WILLIAM H. BREWSTER
1100 PEACHTREE ST. NE
SUITE 2800
ATLANTA, GA 30309

Domestic rep: WILLIAM H. BREWSTER
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FOR: FABRICS, NAMELY, SILK, IN CLASS A (U.S. CL. A).

FIRST USE 11-14-2007; IN COMMERCE 11-14-2007.

NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "SILK", APART FROM THE MARK AS SHOWN.

THE COLOR(S) GOLD IS/ARE CLAIMED AS A FEATURE OF THE MARK.

THE MARK CONSISTS OF A PEACOCK, TWO CONCENTRIC CIRCLES, AND THE WORDS "ROYAL THAI SILK", ALL APPEARING IN THE COLOR GOLD.

THE CERTIFICATION MARK, AS INTENDED TO BE USED BY AUTHORIZED PERSONS, IS INTENDED TO CERTIFY THAT THE PRODUCT IS MADE OF PURE SILK THREADS AND MANUFACTURED IN THAILAND ONLY.

SN 78-508,373, FILED 10-29-2004.

BENJAMIN OKEKE, EXAMINING ATTORNEY

Thank you for your request. Here are the latest results from the [TARR web server](#).

This page was generated by the TARR system on 2010-11-08 22:34:54 ET

Serial Number: 73652537 [Assignment Information](#) [Trademark Document Retrieval](#)

Registration Number: 1618884

Mark (words only): ROYAL SILK

Standard Character claim: No

Current Status: Registration canceled under Section 8.

Date of Status: 2001-11-04

Filing Date: 1987-04-01

Transformed into a National Application: No

Registration Date: 1990-10-23

Register: Principal

Law Office Assigned: (NOT AVAILABLE)

If you are the applicant or applicant's attorney and have questions about this file, please contact the Trademark Assistance Center at TrademarkAssistanceCenter@uspto.gov

Current Location: 900 -File Repository (Franconia)

Date In Location: 1997-06-09

LAST APPLICANT(S)/OWNER(S) OF RECORD

1. JOHN WILMAN LIMITED

Address:

JOHN WILMAN LIMITED
RIVERSIDE MILLS, CRAWFORD STREET
NELSON, LANCASHIRE, BB9 7QT
United Kingdom

Legal Entity Type: Corporation

State or Country of Incorporation: United Kingdom

GOODS AND/OR SERVICES

International Class: 027

Class Status: Section 8 - Cancelled

WALL COVERINGS AND DECORATIVE BORDERS FOR WALL COVERINGS**Basis:** 1(a)**First Use Date:** 1983-11-00**First Use in Commerce Date:** 1984-02-00

ADDITIONAL INFORMATION

Disclaimer: "SILK"

MADRID PROTOCOL INFORMATION

(NOT AVAILABLE)

PROSECUTION HISTORY

NOTE: To view any document referenced below, click on the link to "Trademark Document Retrieval" shown near the top of this page.

2001-11-04 - Canceled Section 8 (10-year)/Expired Section 9

1996-08-09 - Section 8 (6-year) accepted & Section 15 acknowledged

1996-05-13 - Section 8 (6-year) and Section 15 Filed

1990-10-23 - Registered - Principal Register

1990-08-08 - Opposition terminated for Proceeding

1990-07-26 - Opposition dismissed for Proceeding

1988-09-30 - Opposition instituted for Proceeding

1988-04-05 - Published for opposition

1988-03-04 - Notice of publication

1988-01-28 - Approved for Pub - Principal Register (Initial exam)

1987-12-14 - Communication received from applicant

1987-06-12 - Non-final action mailed

1987-06-01 - Assigned To Examiner

ATTORNEY/CORRESPONDENT INFORMATION

Attorney of Record
JAMES A. OLIFF

Correspondent

JAMES A. OLIFF
OLIFF & BERRIDGE
700 SOUTH WASHINGTON STREET
ALEXANDRIA, VA 22314

Domestic Representative

PARKHURST & OLIFF

Thank you for your request. Here are the latest results from the [TARR web server](#).

This page was generated by the TARR system on 2010-11-08 22:32:08 ET

Serial Number: 74516126 [Assignment Information](#) [Trademark Document Retrieval](#)

Registration Number: 1881792

Mark (words only): ROYAL SILK

Standard Character claim: No

Current Status: [Registration canceled under Section 8](#).

Date of Status: 2005-12-10

Filing Date: 1994-04-08

Transformed into a National Application: No

Registration Date: 1995-03-07

Register: [Principal](#)

Law Office Assigned: [LAW OFFICE 5](#)

If you are the applicant or applicant's attorney and have questions about this file, please contact the Trademark Assistance Center at TrademarkAssistanceCenter@uspto.gov

Current Location: 900 -File Repository (Franconia)

Date In Location: 2000-11-17

LAST APPLICANT(S)/OWNER(S) OF RECORD

1. [Virbac, AH, Inc.](#)

Address:

[Virbac, AH, Inc.](#)
[3200 Meacham Blvd.](#)
[Ft. Worth, TX 76137](#)
[United States](#)

Legal Entity Type: [Corporation](#)

State or Country of Incorporation: [Delaware](#)

GOODS AND/OR SERVICES

International Class: [003](#)

Class Status: [Section 8 - Cancelled](#)

[pet shampoo](#)

Basis: 1(a)

First Use Date: [1987-00-00](#)

First Use in Commerce Date: [1987-00-00](#)

ADDITIONAL INFORMATION

(NOT AVAILABLE)

MADRID PROTOCOL INFORMATION

(NOT AVAILABLE)

PROSECUTION HISTORY

NOTE: To view any document referenced below, click on the link to "Trademark Document Retrieval" shown near the top of this page.

[2005-12-10 - Canceled Section 8 \(10-year\)/Expired Section 9](#)

[2000-11-16 - Section 8 \(6-year\) accepted & Section 15 acknowledged](#)

[2000-09-01 - Section 8 \(6-year\) and Section 15 Filed](#)

[1995-03-07 - Registered - Principal Register](#)

[1994-12-13 - Published for opposition](#)

[1994-11-11 - Notice of publication](#)

[1994-09-21 - Approved for Pub - Principal Register \(Initial exam\)](#)

[1994-09-02 - Assigned To Examiner](#)

ATTORNEY/CORRESPONDENT INFORMATION

Attorney of Record

[Anita Nesser](#)

Correspondent

[Anita Nesser](#)

[BAKER & BOTTS, L.L.P.](#)

[2001 ROSS AVENUE](#)

[DALLAS, TX 75201-2916](#)

Thank you for your request. Here are the latest results from the [TARR web server](#).

This page was generated by the TARR system on 2010-11-08 22:31:26 ET

Serial Number: 74620660 [Assignment Information](#) [Trademark Document Retrieval](#)

Registration Number: 2027643

Mark (words only): ROYAL SILK

Standard Character claim: No

Current Status: Registration canceled under Section 8.

Date of Status: 2007-10-06

Filing Date: 1995-01-12

Transformed into a National Application: No

Registration Date: 1996-12-31

Register: Principal

Law Office Assigned: LAW OFFICE 106

If you are the applicant or applicant's attorney and have questions about this file, please contact the Trademark Assistance Center at TrademarkAssistanceCenter@uspto.gov

Current Location: 40S -Scanning On Demand

Date In Location: 2006-09-15

LAST APPLICANT(S)/OWNER(S) OF RECORD

1. WAUSAU PAPER PRINTING & WRITING, LLC

Address:

WAUSAU PAPER PRINTING & WRITING, LLC

100 PAPER PLACE

MOSINEE, WI 54455

United States

Legal Entity Type: Limited Liability Company

State or Country Where Organized: Wisconsin

GOODS AND/OR SERVICES

International Class: 016

Class Status: Section 8 - Cancelled

[printing, writing and imaging papers](#)

Basis: 1(a)

First Use Date: [1996-03-17](#)

First Use in Commerce Date: [1996-04-07](#)

ADDITIONAL INFORMATION

Disclaimer: "SILK"

Prior Registration Number(s):

[1612046](#)

[1718073](#)

[1756769](#)

[1777854](#)

[1869527](#)

MADRID PROTOCOL INFORMATION

(NOT AVAILABLE)

PROSECUTION HISTORY

NOTE: To view any document referenced below, click on the link to "Trademark Document Retrieval" shown near the top of this page.

[2007-10-06 - Canceled Section 8 \(10-year\)/Expired Section 9](#)

[2007-02-28 - Automatic Update Of Assignment Of Ownership](#)

[2006-09-15 - Case File In TICRS](#)

[2002-03-10 - Section 8 \(6-year\) accepted & Section 15 acknowledged](#)

[2002-01-11 - Section 8 \(6-year\) and Section 15 Filed](#)

[1996-12-31 - Registered - Principal Register](#)

[1996-11-07 - Allowed for Registration - Principal Register \(SOU accepted\)](#)

[1996-10-31 - Statement Of Use Processing Complete](#)

[1996-07-29 - Use Amendment Filed](#)

[1996-09-20 - Extension 1 granted](#)

[1996-07-29 - Extension 1 filed](#)

[1996-06-04 - NOA Mailed - SOU Required From Applicant](#)

1995-10-27 - Extension Of Time To Oppose Received

1995-09-26 - Published for opposition

1995-08-25 - Notice of publication

1995-06-26 - Approved For Pub - Principal Register

1995-06-16 - Examiner's amendment mailed

1995-06-07 - Assigned To Examiner

1995-05-31 - Assigned To Examiner

ATTORNEY/CORRESPONDENT INFORMATION

Attorney of Record

THOMAS P MACKEN

Correspondent

THOMAS P MACKEN

RUDER WARE & MICHLER SC

500 THIRD STREET

SUITE 700

WAUSAU, WI 54402-8050

Thank you for your request. Here are the latest results from the [TARR web server](#).

This page was generated by the TARR system on 2010-11-08 22:26:52 ET

Serial Number: 78655540 [Assignment Information](#) [Trademark Document Retrieval](#)

Registration Number: (NOT AVAILABLE)

Mark

Royal Silk

(words only): ROYAL SILK

Standard Character claim: Yes

Current Status: Abandoned after an inter partes decision by the Trademark Trial and Appeal Board.

Date of Status: 2006-11-14

Filing Date: 2005-06-21

Transformed into a National Application: No

Registration Date: (DATE NOT AVAILABLE)

Register: Principal

Law Office Assigned: LAW OFFICE 106

If you are the applicant or applicant's attorney and have questions about this file, please contact the Trademark Assistance Center at TrademarkAssistanceCenter@uspto.gov

Current Location: 845 -TTAB

Date In Location: 2006-11-14

LAST APPLICANT(S)/OWNER(S) OF RECORD

1. [BBT Enterprises, LLC](#).

Composed Of:

[Turgut Bayramkul, member-USA](#) [Bonnie Lynn Bayramkul-member-USA](#)

Address:

BBT Enterprises, LLC.
4824 Longley Lane
Reno, NV 89502
United States

Legal Entity Type: Limited Liability Company
State or Country Where Organized: Nevada

GOODS AND/OR SERVICES

International Class: 034
Class Status: Abandoned
Cigars
Basis: 1(b)
First Use Date: (DATE NOT AVAILABLE)
First Use in Commerce Date: (DATE NOT AVAILABLE)

ADDITIONAL INFORMATION

(NOT AVAILABLE)

MADRID PROTOCOL INFORMATION

(NOT AVAILABLE)

PROSECUTION HISTORY

NOTE: To view any document referenced below, click on the link to "Trademark Document Retrieval" shown near the top of this page.

[2006-11-14 - Abandonment Notice Mailed - After Inter Partes Decision](#)

[2006-11-14 - Abandonment - After inter partes decision \(Initial exam\)](#)

[2006-11-14 - Opposition sustained for Proceeding](#)

[2006-06-04 - Opposition instituted for Proceeding](#)

[2006-05-16 - Assigned To Examiner](#)

[2006-05-03 - Extension Of Time To Oppose Received](#)

[2006-04-04 - Published for opposition](#)

[2006-03-15 - Notice of publication](#)

[2006-02-17 - Law Office Publication Review Completed](#)

[2006-01-20 - Assigned To LIE](#)

2006-01-13 - Approved For Pub - Principal Register

2006-01-11 - Assigned To Examiner

2005-06-27 - New Application Entered In Tram

ATTORNEY/CORRESPONDENT INFORMATION

Attorney of Record

John D. Long

Correspondent

JOHN D. LONG

LONG & CHYBIK

1575 DELUCCHI LN STE 32

RENO, NV 89502-6578

Phone Number: 775/827-8767 PST

Fax Number: 775/827-0363

Thank you for your request. Here are the latest results from the [TARR web server](#).

This page was generated by the TARR system on 2010-11-08 22:30:22 ET

Serial Number: 76057389 [Assignment Information](#) [Trademark Document Retrieval](#)

Registration Number: (NOT AVAILABLE)

Mark (words only): ROYAL SILK

Standard Character claim: No

Current Status: Abandoned: No Statement of Use filed after Notice of Allowance was issued.

Date of Status: 2003-03-11

Filing Date: 2000-05-26

Transformed into a National Application: No

Registration Date: (DATE NOT AVAILABLE)

Register: Principal

Law Office Assigned: LAW OFFICE 106

If you are the applicant or applicant's attorney and have questions about this file, please contact the Trademark Assistance Center at TrademarkAssistanceCenter@uspto.gov

Current Location: 900 -File Repository (Franconia)

Date In Location: 2003-10-15

LAST APPLICANT(S)/OWNER(S) OF RECORD

1. Royal Soap Co., The

Address:

Royal Soap Co., The
2030 Century Center Blvd., Suite H
Irving, TX 75062
United States

Legal Entity Type: Corporation

State or Country of Incorporation: Texas

GOODS AND/OR SERVICES

International Class: 003

Class Status: Active

Skin soap, skin lotions and shower gel

Basis: 1(b)

First Use Date: (DATE NOT AVAILABLE)

First Use in Commerce Date: (DATE NOT AVAILABLE)

ADDITIONAL INFORMATION

(NOT AVAILABLE)

MADRID PROTOCOL INFORMATION

(NOT AVAILABLE)

PROSECUTION HISTORY

NOTE: To view any document referenced below, click on the link to "Trademark Document Retrieval" shown near the top of this page.

2003-09-14 - Abandonment - No use statement filed

2002-09-10 - NOA Mailed - SOU Required From Applicant

2002-09-03 - PAPER RECEIVED

2002-06-18 - Published for opposition

2002-05-29 - Notice of publication

2001-12-13 - Approved For Pub - Principal Register

2001-10-05 - Assigned To Examiner

2001-09-14 - Assigned To Examiner

2001-05-07 - Communication received from applicant

2000-11-20 - Non-final action mailed

2000-11-16 - Assigned To Examiner

ATTORNEY/CORRESPONDENT INFORMATION

Correspondent

THE ROYAL SOAP CO.

2030 CENTURY CENTER BLVD., SUITE H

IRVING, TX 75062

Thank you for your request. Here are the latest results from the [TARR web server](#).

This page was generated by the TARR system on 2010-11-08 22:32:47 ET

Serial Number: 74499041 [Assignment Information](#) [Trademark Document Retrieval](#)

Registration Number: 2011321

Mark



(words only): ROYAL SILK

Standard Character claim: No

Current Status: [Registration canceled under Section 8](#).

Date of Status: 2003-08-02

Filing Date: 1994-03-10

Transformed into a National Application: No

Registration Date: 1996-10-29

Register: [Principal](#)

Law Office Assigned: [LAW OFFICE 109](#)

If you are the applicant or applicant's attorney and have questions about this file, please contact the Trademark Assistance Center at TrademarkAssistanceCenter@uspto.gov

Current Location: 900 -File Repository (Franconia)

Date In Location: 1996-11-12

LAST APPLICANT(S)/OWNER(S) OF RECORD

1. [Fantasias Miguel, S.A. de C.V.](#)

Address:

[Fantasias Miguel, S.A. de C.V.](#)

[Rep. de Uruguay No. 119 Col. Centro](#)

06060 D.F.

Mexico

Legal Entity Type: Corporation

State or Country of Incorporation: Mexico

GOODS AND/OR SERVICES

International Class: 026

Class Status: Section 8 - Cancelled

arts and crafts articles, namely artificial plants, flowers and trees, ornamental bows of textile for decoration and ornamental ribbons made of textiles

Basis: 44(e)

First Use Date: (DATE NOT AVAILABLE)

First Use in Commerce Date: (DATE NOT AVAILABLE)

ADDITIONAL INFORMATION

Disclaimer: "SILK"

Design Search Code(s):

26.03.21 - Ovals that are completely or partially shaded

Foreign Registration Number: 426640

Foreign Registration Date: 1992-07-24

Country: Mexico

Foreign Expiration Date: 2002-07-24

MADRID PROTOCOL INFORMATION

(NOT AVAILABLE)

PROSECUTION HISTORY

NOTE: To view any document referenced below, click on the link to "Trademark Document Retrieval" shown near the top of this page.

2003-08-02 - Canceled Section 8 (6-year)

1996-10-29 - Registered - Principal Register

1996-02-09 - Extension Of Time To Oppose Received

1996-01-09 - Published for opposition

1995-12-08 - Notice of publication

1994-03-10 - Sec. 1(B) Claim Deleted

1995-01-11 - Approved For Pub - Principal Register

1994-11-17 - Communication received from applicant

1994-08-15 - Non-final action mailed

1994-07-29 - Assigned To Examiner

ATTORNEY/CORRESPONDENT INFORMATION

Attorney of Record

Michael J. MacDermott

Correspondent

Michael J. MacDermott

PRETTY, SCHROEDER, BRUEGGEMAN & CLARK

SUITE 2200

444 SOUTH FLOWER STREET

LOS ANGELES, CA 90071-2921

Domestic Representative

PRETTY, SCHROEDER, BRUEGGEMAN & CLARK

Thank you for your request. Here are the latest results from the [TARR web server](#).

This page was generated by the TARR system on 2010-11-08 22:25:04 ET

Serial Number: 78774298 [Assignment Information](#) [Trademark Document Retrieval](#)

Registration Number: (NOT AVAILABLE)

Mark

ROYAL SILK

(words only): ROYAL SILK

Standard Character claim: Yes

Current Status: Abandoned after an inter partes decision by the Trademark Trial and Appeal Board.

Date of Status: 2007-02-28

Filing Date: 2005-12-15

Filed as TEAS Plus Application: Yes

Currently TEAS Plus Application: Yes

Transformed into a National Application: No

Registration Date: (DATE NOT AVAILABLE)

Register: Principal

Law Office Assigned: LAW OFFICE 113

If you are the applicant or applicant's attorney and have questions about this file, please contact the Trademark Assistance Center at TrademarkAssistanceCenter@uspto.gov

Current Location: 845 -TTAB

Date In Location: 2007-02-28

LAST APPLICANT(S)/OWNER(S) OF RECORD

1. [BEAUTY ESSENCE, INC.](#)

Address:[BEAUTY ESSENCE, INC.](#)[39 W. 29th St. 5th Fl.](#)[New York, NY 10001](#)[United States](#)**Legal Entity Type:** [Corporation](#)**State or Country of Incorporation:** [New York](#)**Phone Number:** [201-543-6370](#)**Fax Number:** [201-543-6379](#)

GOODS AND/OR SERVICES

International Class: [026](#)**Class Status:** [Abandoned](#)[Hair pieces; Wigs](#)**Basis:** [1\(a\)](#)**First Use Date:** [2004-05-14](#)**First Use in Commerce Date:** [2004-05-14](#)

ADDITIONAL INFORMATION

[\(NOT AVAILABLE\)](#)

MADRID PROTOCOL INFORMATION

[\(NOT AVAILABLE\)](#)

PROSECUTION HISTORY

NOTE: To view any document referenced below, click on the link to "Trademark Document Retrieval" shown near the top of this page.

[2007-02-28 - Abandonment Notice Mailed - After Inter Partes Decision](#)[2007-02-28 - Abandonment - After inter partes decision \(Initial exam\)](#)[2007-02-28 - Opposition sustained for Proceeding](#)[2006-11-17 - Opposition instituted for Proceeding](#)[2006-10-12 - Extension Of Time To Oppose Received](#)[2006-09-19 - Published for opposition](#)[2006-08-30 - Notice of publication](#)[2006-07-20 - Law Office Publication Review Completed](#)

2006-07-06 - Assigned To LIE

2006-06-15 - Approved for Pub - Principal Register (Initial exam)

2006-06-14 - Assigned To Examiner

2005-12-20 - New Application Entered In Tram

ATTORNEY/CORRESPONDENT INFORMATION

Correspondent

JULIE YEO

BEAUTY ESSENCE, INC.

39 W 29TH ST FL 5

NEW YORK, NY 10001-4208

Phone Number: 201-543-6370

Fax Number: 201-543-6379

Thank you for your request. Here are the latest results from the [TARR web server](#).

This page was generated by the TARR system on 2010-11-08 22:33:21 ET

Serial Number: 74317491 [Assignment Information](#) [Trademark Document Retrieval](#)

Registration Number: 1797220

Mark (words only): ROYAL SILK

Standard Character claim: No

Current Status: Registration canceled under Section 8.

Date of Status: 2000-12-23

Filing Date: 1992-09-24

Transformed into a National Application: No

Registration Date: 1993-10-05

Register: Principal

Law Office Assigned: LAW OFFICE 13

If you are the applicant or applicant's attorney and have questions about this file, please contact the Trademark Assistance Center at TrademarkAssistanceCenter@uspto.gov

Current Location: 900 -File Repository (Franconia)

Date In Location: 2001-10-01

LAST APPLICANT(S)/OWNER(S) OF RECORD

1. [D'FORTE, INC.](#)

Address:

[D'FORTE, INC.](#)

[57440 CR 671](#)

[Paw Paw, MI 49079](#)

[United States](#)

Legal Entity Type: [Corporation](#)

State or Country of Incorporation: [Michigan](#)

GOODS AND/OR SERVICES

International Class: [030](#)

Class Status: [Section 8 - Cancelled](#)

[honey](#)

Basis: 1(a)

First Use Date: [1992-11-18](#)

First Use in Commerce Date: [1993-02-22](#)

ADDITIONAL INFORMATION

(NOT AVAILABLE)

MADRID PROTOCOL INFORMATION

(NOT AVAILABLE)

PROSECUTION HISTORY

NOTE: To view any document referenced below, click on the link to "Trademark Document Retrieval" shown near the top of this page.

[2000-12-23 - Canceled Section 8 \(6-year\)](#)

[1993-10-05 - Registered - Principal Register](#)

[1993-07-20 - Allowed for Registration - Principal Register \(SOU accepted\)](#)

[1993-07-13 - Statement Of Use Processing Complete](#)

[1993-05-21 - Use Amendment Filed](#)

[1993-04-20 - NOA Mailed - SOU Required From Applicant](#)

[1993-01-26 - Published for opposition](#)

[1992-12-28 - Notice of publication](#)

[1992-12-26 - Notice of publication](#)

[1992-12-03 - Approved For Pub - Principal Register](#)

[1992-12-02 - Assigned To Examiner](#)

ATTORNEY/CORRESPONDENT INFORMATION

Attorney of Record

[David G. Boutell](#)

Correspondent

[David G. Boutell](#)

[Flynn, Thiel, Boutell & Tanis, P.C.](#)

2026 Rambling Road
Kalamazoo, MI 49008

Thank you for your request. Here are the latest results from the [TARR web server](#).

This page was generated by the TARR system on 2010-11-08 22:34:04 ET

Serial Number: 74312120 [Assignment Information](#) [Trademark Document Retrieval](#)

Registration Number: (NOT AVAILABLE)

Mark

ROYAL SILK

(words only): ROYAL SILK

Standard Character claim: No

Current Status: [Abandoned-Failure To Respond Or Late Response](#)

Date of Status: [1993-09-02](#)

Filing Date: [1992-09-09](#)

Transformed into a National Application: No

Registration Date: (DATE NOT AVAILABLE)

Register: [Principal](#)

Law Office Assigned: [LAW OFFICE 15](#)

If you are the applicant or applicant's attorney and have questions about this file, please contact the Trademark Assistance Center at TrademarkAssistanceCenter@uspto.gov

Current Location: [900 -File Repository \(Franconia\)](#)

Date In Location: [1993-09-15](#)

LAST APPLICANT(S)/OWNER(S) OF RECORD

1. [Beehive Botanicals, Inc.](#)

Address:

[Beehive Botanicals, Inc.](#)

[Route 8, Box 8258](#)

Hayward, WI 54843

United States

Legal Entity Type: Corporation

State or Country of Incorporation: Wisconsin

GOODS AND/OR SERVICES

International Class: 003

Class Status: Abandoned

facial and hand cream

Basis: 1(a)

First Use Date: 1986-12-15

First Use in Commerce Date: 1986-12-15

ADDITIONAL INFORMATION

(NOT AVAILABLE)

MADRID PROTOCOL INFORMATION

(NOT AVAILABLE)

PROSECUTION HISTORY

NOTE: To view any document referenced below, click on the link to "Trademark Document Retrieval" shown near the top of this page.

1993-09-02 - Abandonment - Failure To Respond Or Late Response

1992-12-30 - Non-final action mailed

1992-11-25 - Assigned To Examiner

ATTORNEY/CORRESPONDENT INFORMATION

Attorney of Record

Robert J. Jacobson

Correspondent

Robert J. Jacobson

Palmatier & Sjoquist, P.A.

2000 Norwest Financial Center

7900 Xerxes Avenue South

Minneapolis, MN 55431

Thank you for your request. Here are the latest results from the [TARR web server](#).

This page was generated by the TARR system on 2010-11-08 22:29:22 ET

Serial Number: 77400376 [Assignment Information](#) [Trademark Document Retrieval](#)

Registration Number: (NOT AVAILABLE)

Mark

ROYALSILK

(words only): ROYALSILK

Standard Character claim: Yes

Current Status: An opposition is now pending at the Trademark Trial and Appeal Board.

Date of Status: 2009-06-17

Filing Date: 2008-02-19

Transformed into a National Application: No

Registration Date: (DATE NOT AVAILABLE)

Register: Principal

Law Office Assigned: LAW OFFICE 111

Attorney Assigned:
FISHER HANNAH M

Current Location: 650 -Publication And Issue Section

Date In Location: 2009-01-15

LAST APPLICANT(S)/OWNER(S) OF RECORD

1. ALLEGIANCE CORPORATION

Address:
ALLEGIANCE CORPORATION
1430 Waukegan Road, KB-1A

McGaw Park, IL 60085
United States
Legal Entity Type: Corporation
State or Country of Incorporation: Delaware
Phone Number: 847-578-6650
Fax Number: 847-578-6688

GOODS AND/OR SERVICES

International Class: 010
Class Status: Active
Non-woven medical gowns and non-woven surgical drapes
Basis: 1(b)
First Use Date: (DATE NOT AVAILABLE)
First Use in Commerce Date: (DATE NOT AVAILABLE)

ADDITIONAL INFORMATION

(NOT AVAILABLE)

MADRID PROTOCOL INFORMATION

(NOT AVAILABLE)

PROSECUTION HISTORY

NOTE: To view any document referenced below, click on the link to "Trademark Document Retrieval" shown near the top of this page.

2010-07-01 - Attorney Revoked And/Or Appointed
2010-07-01 - TEAS Revoke/Appoint Attorney Received
2009-06-17 - Opposition instituted for Proceeding
2009-03-16 - Extension Of Time To Oppose Received
2009-02-17 - Published for opposition
2009-01-28 - Notice of publication
2009-01-15 - Law Office Publication Review Completed
2009-01-15 - Assigned To LIE
2008-12-31 - Approved For Pub - Principal Register
2008-12-31 - Examiner's Amendment Entered

2008-12-31 - Notification Of Examiners Amendment E-Mailed

2008-12-31 - EXAMINERS AMENDMENT E-MAILED

2008-12-31 - Examiners Amendment -Written

2008-10-08 - Teas/Email Correspondence Entered

2008-10-07 - Communication received from applicant

2008-10-07 - TEAS Response to Office Action Received

2008-05-03 - TEAS Change Of Correspondence Received

2008-04-07 - Notification Of Non-Final Action E-Mailed

2008-04-07 - NON-FINAL ACTION E-MAILED

2008-04-07 - Non-Final Action Written

2008-04-07 - Notification Of Non-Final Action E-Mailed

2008-04-07 - Non-final action e-mailed

2008-04-07 - Non-Final Action Written

2008-03-31 - Assigned To Examiner

2008-02-26 - Notice Of Pseudo Mark Mailed

2008-02-25 - New Application Entered In Tram

ATTORNEY/CORRESPONDENT INFORMATION

Attorney of Record

N. Christopher Norton, Esq.

Correspondent

N. Christopher Norton, Esq.

Arent Fox LLP

1050 Connecticut Ave., NW

Washington DC 20036

Phone Number: 202-715-8411

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EXHIBIT 9
to
International Whisky Company Limited's
First Notice of Reliance

Jim Murray's

WHISKY BIBLE

2004

Over 2,000 whiskies tasted, evaluated and rated



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from the world's leading whisky authority

f22 only short to medium length but sweet and genuinely barley rich with perhaps a hint of silky grain. Crisp and almost too clean to be true; **b25** a decade ago I tasted the Royal Salute 40 Years Old. It was probably the finest blend I had ever tasted. Now they have the 50-year-old. And it has ripped up and laughed at every rule in the book: finish apart, it has just got better and better. The most extraordinary thing here is the oak involvement. At 50 years you should be picking it out of your teeth. Not here. Instead, after its appearance on the wonderful nose, it all but vanished. Instead we are left to deal with an essay in balance. This is going for £6,000 a bottle. In reality a blended whisky showing this degree of balance and élan is truly priceless. **40% Seagram. 255 bottles**

Royal Silk Reserve (93) n22 classically light yet richly bodied under the clear, crisp ethereal grains. The freshly-cut-grass maltiness balances perfectly; **t24** crystal clear grains dovetail with intense, mouthwatering and refreshingly sweet malt to create a perfect pitch while the middle is heavier and livelier than you might expect with the very faintest echo of peat; **t24** delicate oils and wonderful grainy-vanilla ensures improbable length for something so light. Beautiful spices and traces of cocoa offer the last hurrah. Sheer bliss; **b23** I named this the best newcomer of 2001 and it has just got better and better. A session blend for any time of the day, this just proves that you don't need piles of peat to create a blend of genuine stature. Possibly the best light blend on the market in 2003. A must-have. **40%. International Whisky Company.**

Safeway Finest (80) n20 t21 f19 b20 A clean, light grainy blend. Seriously impressive for a supermarket own label and delicate despite a gentle and cleverly balancing peat input. **40%. UK.**

Safeway Special Reserve Double Matured Aged 5 Years (73) n18 t19 f18 b18. Fruity not unlike a Manor House cake. **40%. UK.**

Salisbury's Scotch Whisky (72) n18 t19 f17 b18. A thick, heavy, bludgeoning blend. Subtlety not quite the key here. **40%. UK.**

Sainsbury's Finest Old Matured Aged 12 Years (84) n20 t22 f21 b21. Great stuff: once past the caramel the honey blossoms in all directions. A hint of smoke does no harm, either. No shame in having this around the house. **40%. Sainsbury UK.**

Savoy Blended Scotch (75) n18 t20 f18 b19. A pleasant young malt lift in the early middle palate. **40%. Savoy Hotel UK.**

Scotch Brothers (70) n17 t19 f17 b17. Grainy, hard, biting and young. **40%. Russia.**

Scotch Blue 17 Years Old (78) n21 t20 f18 b19. Salty and biting complexity makes for impressive blend, but a little too sappy and caramelised. **40%. Korea.**

Scotch Blue Aged 21 Years (80) n21 t20 f19 b20. A pleasingly spiced, rich blend with agreeable chewability. **40%. Korea.**

Scots Club (72) n17 t19 f18 b18. Young, pleasant, basic fare. **40%. Kyndal.**

Scots Grey De Luxe (83) n19 t22 f21 b21. The toffeed nose is less than promising but the quality of their grain is outstanding with very impressive malt infusion. Chewy and desirable, despite the so-so aroma. **40%**

Scottish Collie (72) n18 t19 f17 b18. Starts promisingly but splutters at the finish. **40%. Quality Spirits Int.**

Scottish Collie Aged 12 Years (84) n22 t22 f19 b21. A well-constructed blend with fine character development let down by a slightly bitter finale. **43%. Quality Spirits Int.**

Scottish Glory (82) n19 t21 f20 b22. A very good standard blend with excellent grain bite but then a clean malty follow-through with some soft spices. **40%. Brands Development.**

Scottish Leader 12 Year Old (77) n19 t22 f18 b18. Fruity nose and lovely, complex mouth arrival but falters latterly. **40%. Burn Stewart.**

Scottish Leader 15 Year Old (87) n22 fabulous, supreme mixture of deep fruity tones, soft oak, rich barley and a wisp of smoke; **t22** brilliant texture: sweet with malt and plummy fruit and natural oak-caramel; **f21** long, oily, chewy with lots of vanilla; **b22** this is big stuff, sweet and yet gentle with it. **40%. Burn Stewart.**

Scottish Leader 22 Years Old (86) n23 mesmeric sherry influence: exceptional stuff; **t22** rich grapey-sherry influence, big malt but very sweet; **f21** fails to develop complexity save for a chocolate finale; **b20** this is a lovely dram, but would be better if it wasn't quite so sweet. Much of its complexity is hidden. **40%. Burn Stewart.**

Scottish Leader Aged Over 25 Years (91) n24 charismatic peat offers the most sublime aroma you could imagine for a blend of this age. No off-notes whatsoever: what little grain can be detected stands firm and clean; **t22** chewy, massively intense malt framed by succulent grain; **f23** the peat returns, dovetailing with vanilla and lingering sweet barley; **b22** a changed character from a few years back: heavier and fuller yet refusing to let age dim its innumerable qualities. A real better of a blend. **40%. Burn Stewart.**

Scottish Leader Blue Seal (82) n21 t22 f19 b20. Impressive grain bite on the nose softened by rich malt. A fine dram by any standards. **40%. Burn Stewart.**

Scottish Leader Platinum (73) n19 t19 f18 b17. Rather bland. **40%. Burn Stewart.**

Scottish Leader Supreme (72) n17 t20 f18 b17. A variable dram these days: not a patch on when it had a sublime soft peating lurking about. That said chewy, oily and pleasant with exceptional grain use. **40%. Burn Stewart.**

Shieldaig The Classic Uisge Beatha (66) n15 t19 f16 b16. Thin and grainy. **40%. William Maxwell and Son (Ian Macleod).**

Shieldaig Collection Finest Old Uisge Beatha (see Shieldaig The Classic). **William Maxwell and Son France.**

Something Special (84) n19 t23 f21 b21. An ordinary nose for Something Special but there is big, chewy compensation on the palate with what appears to be a solid phalanx of malt reinforcing the charming grains. A bit too toffeed on the finish, though. **40%. Chivas.**

Spar Finest (80) t20 t21 f19 b20. A standard blend, but of a superbly balanced style I adore. The exquisite clean grains show nip and attitude – as they should – but there is sufficient malt for depth. Love to see the toffee effect though, and have it raw and refreshing. **40%. UK.**

The Spey Cast 12 Years Old (81) n18 t22 f21 b20. Lovely, complex, full dram. **40%. Gordon & MacPhail.**

Spey Royal (76) n18 t20 f19 b19. Quite a young blend with a big toff effect but not without a delicious and lush early malt-grain explosion. **40%. Diageo Thailand.**

Standard Selection Aged 5 Years (92) n22 the rock-hard grain deflects the delicate smoke: uncompromising and errand; **t23** fabulous collection of fruity tones, balanced by an ever-increasing peat presence brilliantly subtle with honey-barley; **f23** the oak seems more than five years and softens the smoke; **b24** a brilliant blend that appears a lot older than five years: a stupendously stylish interpretation of peat with sweet bar. **40%. V&S Stockholm.**

Stewart's Cream of the Barley (71) n16 t19 f18 b18. Bubble-g nose but a softer more malt-friendly and even complex mouth arrival than of. **40%. Allied.**

Stewart's Finest (75) n17 t20 f19 b19. The nose is raw, the b sweet, curvaceous, toffeed and chewy. Annoyingly and dangerously drinka. **40%. Kyndal.**

SCOTTISH FIELD

Scotland's Quality Lifestyle Magazine

January 2003 £3.00



OTTERS RETURN TO OUR RIVERS

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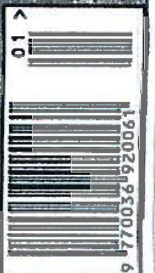
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HUNTING - THE RULES CHANGE

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SCOTTISH WHISKY MERCHANTS' CHALLENGE

WIN A CASE OF ROYAL SILK RESERVE WHISKY



SCOTTISH FIELD
COMPETITION

WIN

a CASE
of
ROYAL
SILK
RESERVE
Rare
Scotch
Whisky.

Described by Jim Murray, as "an absolutely classical whisky of an almost lost style", Royal Silk Reserve Rare Scotch Whisky, is the latest addition to the portfolio of award winning whiskies from Master Blender Jim Milne. A blended Scotch Whisky handcrafted for The International Whisky Company that Jim believes is one of his finest creations in a career spanning some 28 years.

David Maxwell Scott, Chairman of producers The International Whisky Co, "Royal Silk is a blend of the highest quality - soft and light with a long lingering finish. It is a perfect demonstration of Master Blender Jim Milne's career bias towards the fruity whiskies of Speyside. When it comes to sampling Royal Silk consumers have quickly discovered that it is a refreshing and stimulating taste of Scotland. Presented in an elegant and distinctive package this is a blend that appeals to the discerning drinker to be savoured at length or to be shared and enjoyed with friends".

QUESTION:

Who is the distinguished Master Blender at Royal Silk Reserve?

PLEASE SEND YOUR ENTRIES TO:
Royal Silk Reserve Competition, Scottish Field, Craigcrook Castle, Craigcrook Road, Edinburgh EH4 3PE.
NB: Answers to arrive by 31st January 2003.

COMPETITION RULES: Employees of Scottish Field, the competition promoters and their direct families are ineligible to enter. The closing date for entries is 31st January 2003. The winner will be the first correct entry drawn after the closing date. The editor's decision is final. All entrants must be over 18 years. One entry per person. No cash alternative is available. The winner will be informed by post and announced in a forthcoming issue. The promoter requests the right to request post publicity. No purchase is necessary.

With the brand currently available in eight international markets Royal Silk is rapidly establishing an enthusiastic following in the UK offering Scotch Whisky drinkers a refreshingly new approach to blended whiskies, perhaps best summed up by Jim Murray again - "light yet richly bodied its Speyside character abounds in a sophisticated stylish overtone".



David Maxwell Scott, David Allen and George Lutikov

For further information visit the Royal Silk website:-
www.royalsilk.co.uk

The London based International Whisky Company Ltd, headed by Managing Director George Lutikov, Sales Director, David Allen, Master Blender, Jim Milne and Chairman, David Maxwell Scott, brings together one of the industry's most experienced management teams, a group of individuals who have built some of the world's most successful Scotch Whisky brands both nationally and globally.



December 2000

Drinks International

The buyers' guide to the drinks business

Portugal

Portuguese wines seek category recognition

Central Europe

Tokaj proves to be the jewel in Hungary's crown

Asia

Japan and South Korea mirror growth prospects



Irish brands are smiling

A first from IWC



A new brand of Scotch whisky has made its debut on the world stage. Christened Royal Silk the brand is the brainchild of the London-based International Whisky Company - a fascinating set-up which brings together some well known drinks industry figures.

The company is headed up by managing director George Lutikov, sales director David Allen and chairman David Maxwell Scott.

All three have great pedigrees when it comes to Scotch whisky brands and are determined to take Royal Silk to international stardom.

"Based on the concept of slow, but persistent brand building, coupled with distributor loyalty and interaction, we have developed a formula that will create a select network of international distributors all of whom

will have a dedicated and strong affinity with the brand," said David Maxwell Scott. "Royal Silk is a blended Scotch Whisky created for today's whisky drinker, a brand that presents a new and exciting opportunity delivering real points of difference to competitive brands."

Royal Silk was first introduced in Turkey when Lutikov's distribution company lost the agency first for J&B and then Ballantine's, due to industry reorganisation, and decided to get his own brand. It has been blended by the renowned master Jim Milne.

"Jim Milne has created what I believe to be one of his finest blends and around this we have developed a marketing and distribution package that truly sets up apart," said Maxwell Scott.

Royal Silk is presented in an elegant and distinctive bottle which reflects the whisky's smooth and fragrant qualities



Just part of the investment to refresh Beefeater and appeal to a broader consumer base.

"Any change in packaging for Beefeater has to respect the rich heritage and quality of the brand," said Andrea Ghiglione, Beefeater marketing director. "This new contemporary design brings Beefeater into the new millennium, but retains those elements of the packaging that consumers recognise the world over - indeed emphasising those elements by presenting them in a fresher, cleaner, more modern way."

The new pack will be available in key Beefeater markets, including the US and Spain, in 2001.

Licor 43 moves up in Europe

Europe is the fastest growing region for the distinctive Spanish drink, Licor 43, and Germany in particular. There, distributed by Berentzen, sales are showing a 40% growth making it one of the best performing brands in the market.

"We now have an international marketing strategy which is tailored to market requirements, and Scandinavia is growing very well", said the company's export manager Leonor Garcia Marinex.

Another bonus for the brand is its mixability - it is a good base for all types of cocktails.



Dettling Kirsch gets upgraded

In a determined bid to capitalise on the potential of the "kirsch" world, Underberg has given its Dettling brand the once over. The wine-to-spirits group took on the leading drinks design consultancy, Design Bridge, with the brief: "to reinvent the brand and to make it a premium icon".

"This is the first time time that a kirsch producer has looked to develop a brand and we wanted a brand which could take its place in the drinks trolley," said product manager Luca De Vita.

The result is stunning. A four strong range positioned unashamedly for the connoisseur or premium spirits buyer. The different styles are distinguished by colour: white is used for Superieur Vieux, red for Reserve, Black for the three variants Extra, Cuvée Black Cherry and Oak Barrelled and silver appropriately for Pure. The line-up is testament to the overall aim which was to change the consumer perceptions of the category.

Aside from the home market Switzerland, Germany and Austria are the prime strongholds for kirsch, and in terms of spreading the word further education is the name of the game.

"We launched in Switzerland and it had a good reception from consumers," said De Vita. "We want it to go global. It's the quality of the product which is so good, and this is reflected in the style of the presentation, underlining as it does the whole ethos of the company. The bottle is almost the brand icon." The move represents serious investment for Underberg, for not only has Dettling, the brand, been relaunched but its distillery has been bought right up to date.



Celebration goes online

Although destined for new ownership it was still business as usual for Seagram and its premium flagship Chivas Regal at the TFWE. Gearing up to celebrate the brand's 200th anniversary the company is launching a major global online campaign designed to demonstrate that Chivas Regal "Knows How to Celebrate".

The World's Greatest Online Charity Auction will launch in 2001 and will link up with charities around the world and offer consumers the opportunity to bid online for 200 of the world's most wanted items.

Maintaining the momentum of the successful and ongoing "When You Know" campaign, the 2001 activity offers the potential for worldwide high profile media coverage which will provide significant opportunities for the trade to capitalise on increased awareness for the premium Seagram brand.

February 2002

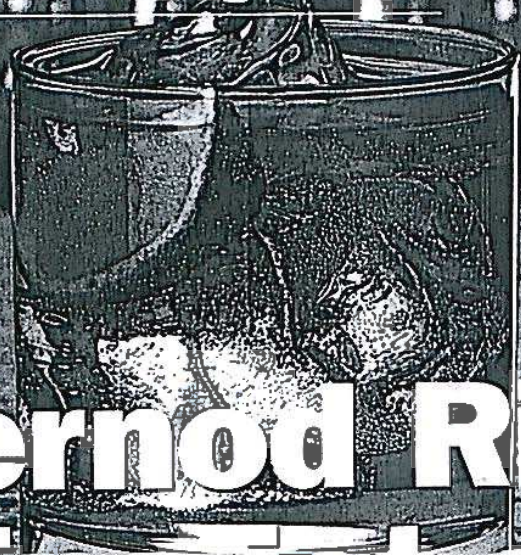
Drinks Internationals

The buyers' guide to the drinks business

German market
Bitters are back in growth

Liqueurs
Seeking a premium niche

American brands
Vodka is the rising star



Pernod Ricard

international



Janneau marks its 150th year

Armagnac producer Janneau has rolled out a special presentation deluxe Armagnac to mark its 150th anniversary. Named appropriately 'Anniversaire', and produced to the effect of 3,000 bottles, this special offering has a point of difference of 25 years of ageing in French oak in the traditional manner as had a further two years in oak casks from Jerez which is Oloroso Sherry. The result is a particularly mellow style with a slightly spicy, sweet character.

In the UK, where Janneau is the top selling Armagnac, 'Anniversaire' will retail for £100, available through top end outlets and positioned as a proposition for collectors and connoisseurs of fine aged spirits through specialist retail outlets.

Janneau offers a wide selection of Armagnacs including its 5 Year Old which is positioned to appeal to the new generation consumer. It goes through a second distillation to make it more approachable in the sports a contemporary look which makes it an attractive option to the bar scene and its use as a base for cocktails. The 5 Year Old has been driving growth for the brand in the UK. Sales are up around 30% aided and abetted by the 'More Alt' promotional campaign.

Marimba rum with a different beat

Marimba rum from Hood River Distillers, Marimba Rum is shaking up the category with the launch of a flavoured rum range. Under the Marimba label the line comprises Tropical Tease (15% abv), Spiced Breeze (35% abv), Orange S'cream (21% abv), Lemon Squeeze (35% abv); all are based on rum imported from the US Virgin Islands – and retail from between US\$13.95

Distributor charge is on

Putting bottling set-backs firmly behind them the International Whisky Company is back on track with its Scotch whisky Royal Silk, and the hunt is firmly on for distributors. The brand is now "live" in six markets including Greece, Sweden and Turkey. Discussions are also underway with a number of other markets including Spain, Russia, the US and the UK, which bode well for the New Year.

The blend of Scotch has been put together by the internationally renowned master blender Jim Milne and has been designed to create a premium player in the highly competitive standard Scotch arena.

"Royal Silk is positioned alongside the

likes of J&B, Johnnie Walker and Ballantine's," said chairman David Maxwell Scott. "It's a main brand for Scotch drinking consumers rather than those who have a passion. We are targeting the traditional trade, and offering better margins than own brands."

The International Whisky Company has a simple strategy, operating as it is from a small fixed cost base, but with the aim to be "highly flexible". The three men behind the company, managing director George Lutikov, sales director David Allen and chairman David Maxwell Scott, all have excellent pedigrees in the drinks industry which has the advantage of affording excellent contacts too.

Kyndal and Tesco launch Finest trio

The own-label to brand spirit force Kyndal has developed a three strong spirits range comprising a vodka, whisky and gin for Tesco, which will be launched as part of the retailer's Finest range. Working closely together Kyndal has been involved from bottle design through to product development. Tesco's Finest Pure Grain Vodka and London Dry Gin both come in at 43% abv while the Old Matured Scotch Whisky is at 40% abv.



Aiming high for Romania

A new Romanian wine named La Cetate is a bold and serious attempt to attract attention to Romania as a credible wine producing country.

Developed by Reh Kendermann, of River Route fame, the wine is a Merlot which has been sourced from a small estate in the Carpathian mountains in the south of the country. Parcels of vines have been carefully selected and tended to achieve a richly concentrated wine.

Explaining the aims behind the new offering, Jurgen Hofmann, director of wine-making said: "The potential is incredible and La Cetate is an exceptional first step in what is a very promising future for Romania as an internationally recognised premium wine growing country."



WHISKY

Issue 15 • £3.95/\$5.95

Magazine

www.whiskymag.com



THE SPIRIT OF IRELAND

Whiskey, St Patrick and the craic

BLACKADDER GOES FORTH

The unfiltered story of an independent bottler

MALT FOR THE MILLENNIUM

Isle of Arran's modern classic



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Aberlour's world beater



World Brands Duty Free, the travel retail arm of Groupe Pernod Ricard, has launched three new Aberlour Speyside single malts exclusive to travel retail.

The new range comprises an Aberlour Vintage 1990, an Aberlour 12-year-old Sherry Cask Matured and a 15-year-old Double Cask Matured. Each will be sold in one litre bottles at 40% abv and is priced at £20.99, £24.99 and £31.99 respectively.

In a blind tasting held at the Aberlour Distillery for the launch, the 15-year-old Double Cask came out top (in the opinion of the assembled

journalists) not only against the other malts in the range but also against three out of the four biggest selling single malts in the world.

"I'm obviously delighted that the Aberlour 15-year-old Double Cask scored so well over some very good rivals. I thought our 12-year-old Sherry Cask might tempt some of the tasters with its sheer richness, but the lure of the 15-year-old's maturity won out in the end. The new range underlines depth and versatility of Aberlour as a truly unique Speyside distillery," said James Clarke, General Manager at World Brands Duty Free.

"The changing nature of the travel retail environment means that suppliers and retailers alike seek to give added value to the travelling consumer. New products from established brands developed specifically with the travel market in mind play an important part in this process," he explained.

The 1990 Vintage showed true Aberlour Distillery style with distinct notes from the new make coming through while the 12-year-old Sherry Cask had a much heavier, sherry style that is to be expected from a spirit from first-fill oloroso casks.

New blend smooth as Silk



A new blended Scotch whisky has been released by the International Whisky Company, a recently formed company comprising of experienced whisky industry figures.

Royal Silk Reserve Rare Scotch Whisky is a blend of

Scottish malt and grain whiskies that the producers claim is "crafted with care, patience and experience ... (it has) a highly distinctive character of its own."

The creator of the blend is Jim Milne, the company's Master Blender. In a career that has spanned 28 years,

Milne has been responsible for some of the world's leading blended whiskies including: J&B Rare and Reserve, The Talisman and, recently, The Antiquary.

The International Whisky Company, based in London, is headed by George Lutikov, Managing Director, David Allen, Sales Director, and David Maxwell Scott, Chairman. They all have previous experience of building Scotch whisky brands at a national and global level.

Royal Silk will retail at £13.49 per 70cl bottle. For further information call the International Whisky Company: +44 (0) 20 7629 0404.

WHISKY

Issue 17 • £3.95/\$5.95

Magazine

www.whiskymag.com

THE BLEND FOR PERFECTION

Richard Paterson and the
Master Blender's art

Premium blends tasting

39 Scotch whiskies assessed



The changing fortunes of Cadenhead

From soft centred to cask strength



The Speyside Way • Strathisla Distillery • Chill filtering • Miniature bottle collecting


Gold badge *The highest scoring whisky.* Silver badge *A combined score of 17 plus.*

The Macallan 1951, 49.6%		Facts
<p>Michael</p> <p>Nose: An evocative sootiness over oaky Calvados aromas.</p> <p>Palate: Sweet, treacly, start. Quickly moves to peppery, earthy, peaty and burnt flavours. Phenol. Some sulphur.</p> <p>Finish: Oaky, woody.</p> <p>Comment: I am a great devotee of the older Macallans, but this one is too woody for me.</p> <p>8 1/2</p>	 <p>Dave</p> <p>Nose: Clove, incense, coffee grounds, raisin, date, liquorice, rubber and a hint of rancio.</p> <p>Palate: There's gunky earth tones, coal fires/soot but also a lovely bramble fruitiness. Spicy, figgy clove.</p> <p>Finish: Bone dry, cigar smoke, dried malt.</p> <p>Comment: A bit scary. A 50-year-old malt with stunning balance and vivaciousness ... but I can't afford it on my wages!</p> <p>9 1/2</p>	<p>Region Speyside</p> <p>Price per bottle ★★★★</p> <p>Availability Specialist stockists</p> 

The Macallan 1961, 54.7%		Facts
<p>Michael</p> <p>Nose: Moist Dundee cake topped with toasted almonds. Candied peel. Lemony.</p> <p>Palate: Astonishing fresh, spicy, sweet, toffeeish, buttery, vanilla, charred oak, peaty dryness.</p> <p>Finish: Honey, cinnamon and ginger.</p> <p>Comment: This one I loved. The flavours have melded beautifully, in what must have been an excellent cask.</p> <p>9 1/2</p>	 <p>Dave</p> <p>Nose: Biscuity start to the nose. Preserved lemon, ginger, cumin, allspice.</p> <p>Palate: A soft start. Wood. A juicy soft centre.</p> <p>Finish: Long with a tinkle of smoke.</p> <p>Comment: Fascinating. A very different style of Macallan. If you buy for your unopened collection, get a miniature as well so you can at least try it.</p> <p>9</p>	<p>Region Speyside</p> <p>Price per bottle ★★★★</p> <p>Availability Specialist stockists</p> 

Rosebank 1992, 9 Years Old, Adelphi, 61%		Facts
<p>Michael</p> <p>Nose: That distinct camomile character of Rosebank.</p> <p>Palate: Some creaminess, but becomes gritty and peppery. A little more flowery when water is added.</p> <p>Finish: Astringent.</p> <p>Comment: The aroma promised much, but the palate is curiously drying. Rosebank was never peaty, and this is too young to be woody, so I don't know the origin of that harshness.</p> <p>7 1/2</p>	 <p>Dave</p> <p>Nose: Very pale. Floral with some apple blossom, pear, lemon butter icing.</p> <p>Palate: Needs water. When added there's an immediate puff of peat, then a tingling exciting explosion of freesia, apples, orange blossom.</p> <p>Finish: Dry.</p> <p>Comment: Only nine? A child prodigy of Mozarian standards.</p> <p>8 1/2</p>	<p>Region Lowlands</p> <p>Price per bottle ★★★★</p> <p>Availability Specialist stockists</p>

Royal Silk Rare Scotch Whisky		Facts
<p>Michael</p> <p>Nose: Sweetish, creamy, maltiness. Late touch of peat.</p> <p>Body: Light to medium. Creamy.</p> <p>Palate: Clean, sweetish, creamy, marshmallow-like.</p> <p>Finish: Lightly dry. Leafy. Grain mustard. Long.</p> <p>Comment: Pleasant, though real character emerges only in the finish.</p> <p>7 1/2</p>	 <p>Dave</p> <p>Nose: Very light, young, slightly floral with touches of pigskin leather, lemon puffs and vanilla.</p> <p>Palate: Very sweet light syrup start, plenty of good grain.</p> <p>Finish: Medium sugar candy touch of spirit on the very end.</p> <p>Comment: Easy going and light.</p> <p>6 1/2</p>	<p>Region Scotland</p> <p>Price per bottle ★★★★</p> <p>Availability Specialist stockists</p>

Speyside 10 Years Old		Facts
<p>Michael</p> <p>Nose: Pronounced oily nuttiness</p> <p>Palate: Sweet, buttery, rich. Some cream toffee, cookies and caramel.</p> <p>Finish: Faintly kirsch-like fruitiness.</p> <p>Comment: Good to see one of the newest distilleries now offering a ten-year-old. One to watch.</p> <p>7 1/2</p>	 <p>Dave</p> <p>Nose: There's half-melted cream toffee, yellow fruit gums, hay loft and an aroma that's like a freshly baked sponge cake.</p> <p>Palate: Chewy, soft and silky with a moist coconut mid-palate and a lovely fresh maltiness.</p> <p>Finish: Soft.</p> <p>Comment: A gentle warm-hearted glassful.</p> <p>7 1/2</p>	<p>Region Speyside</p> <p>Price per bottle ★★★★</p> <p>Availability Throughout UK and worldwide from June</p>

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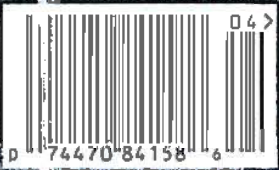
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Desperate Drams

The ship's sinking; pick five bottles

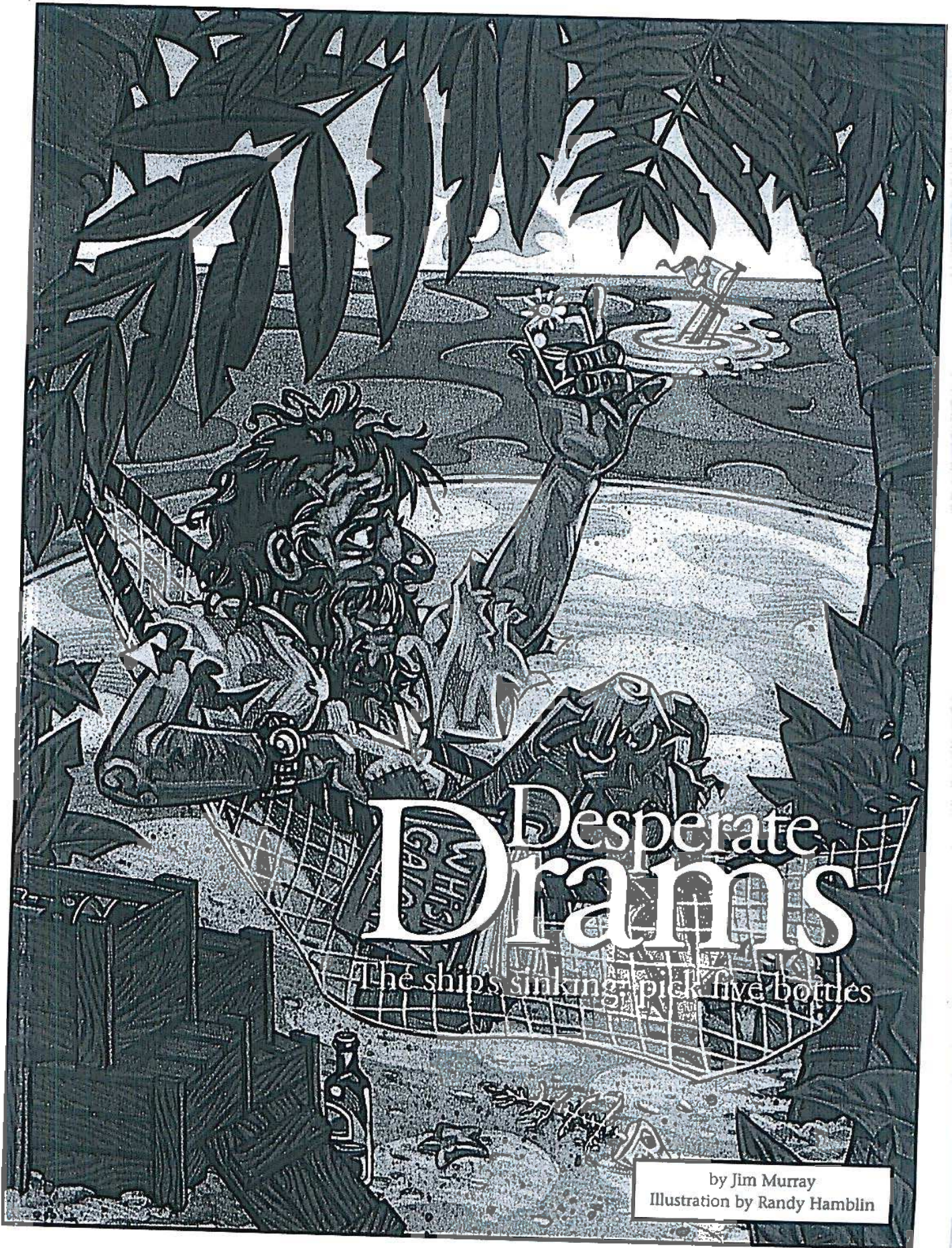
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WHISKYFEST PROGRAM
INSIDE—see page 37



Volume 12, Number 4
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Desperate Drams

The ship's sinking, pick five bottles

by Jim Murray
Illustration by Randy Hamblin

A funny thing happened while writing my latest book the other day. I went into a daydream.

Now that doesn't happen too often: I don't usually have the time. But perhaps there was good reason. I had been tasting a blend called Martin's VVO, an offering from Glenmorangle. And it is a direct descendent of a brand that has been carved into folklore.

For Martin's VVO was one of the principal whiskies being shipped to the United States from war-torn Britain on the SS *Politician* when it ran aground in the Hebrides and sank leaving behind not just a small oil slick but the funniest and most famous tale of whisky ever told.

As we all now know Compton Mackenzie wrote first a novel and then a film script under the same title: *Whisky Galore*. Or as the American film moguls preferred: *Tight Little Island*. In it, the whisky-starved islanders of Great and Little Todday bravely rescue as many cases of scotch from the stricken vessel SS *Cabinet Minister* as is physically possible and then ingeniously hide it from the local authorities. Pure fantasy, of course...

The sight of those dram-drained men waiting for the toll of the midnight bell to lift the cloak of the Sabbath from over the listing ship is one I have to watch at least once a year. And here, with Martin's VVO in hand, my daydream began.

For in the film the islanders are not too choosy about which crates they rescue from the hold: after years without a drop of the water of life, quantity rather than quality reigns. In reality, Martin's VVO had a leading role. In the film, it was given a bit part.

Instead we see the islanders enjoying from the varied delights of Peter Dawson, Ballantines, Haig & Haig, Black and White, Highland Queen, The Antiquary, The Grand Macnish, The Challenge, William Grant's, Harvey's Special Blended, Mackinlay's, Cutty Sark, Weston's, John Begg, Iona, White Horse, Lang's, Heather Dew, and Red Hackle. Those are just the legible ones. A part of me is delighted to say that there's not a single malt in sight. For then, nearly 60 years ago (indeed, it was exactly 60 years ago that the real-life *Politician* floundered), the blend was a deeply appreciated art form—something it should still be today, though too rarely is.

Whisky and Children First!

But you have thought it. I have thought it. The other day I dreamed it again. What if a ship was going down? You have room for ten crates on your lifeboat and the ship just happens to contain a case of all the world's whiskies. Just what would be the choice, with time no object, just space. And it must sustain you on an uncharted desert island with little chance of discovery for several years at least.

Well, the romantic in me dictates that one of the ten must be featured in the film. Though I see no evidence of it being carried about Little Todday, it can just be spotted framing the Biffer onboard the *Cabinet Minister*: a case from Wm. Grant & Son, Blenders, Dufftown, Banffshire. The erotic Ballantines 17 year old and the almost, though not quite, as stupendous Cutty Sark 18—a fresher, better balanced dram than the currently in vogue 25 year old—are the only real challengers, apart from its sibling, the truly sublime William Grant 21 year old. But in those days blends of such great age were extremely rare, and in keeping with the taste of the times I shall go for a **Grant's Family Reserve**.

This blend is about as traditional as it comes: there is timelessness to the style that suggests the cast of the film would recognize it instantly. But I can think of no other that is more complex. It is an old-fashioned, faintly-smoked dram and makes no bones about it. On days when the caramel has been kept to a minimum, it reaches parts of the taste-buds that few whiskies get even close to locating. Its role on the desert island would be to provide me with a tip-top dram at any time, and when in any mood. It is true that whisky is a drink to suit a mood; it is equally as true that Grant's is complex enough to match any humor you may find yourself in. When the Biffer thought he might be going down with the ship, it would have been comforting that a crate of Grant's was so closely to hand.

Matching the Moments

But what about finding whiskies to capture those specific moments in life? The one I would choose to take my mind off things when the going gets tough would be another blend, this one Japanese: **Suntory's Special Reserve** 10 year old. Like Grant's it harbors some soft peat, though here it shows well towards the finish and perfectly balances the earlier fruit and grain. I am a real softy when it comes to Japanese blends, the lighter Suntory expressions especially. But this one would fit into that groove best of all and so subtle is it that your mind can be taken from any problem for half an hour or so to try and unmask what is making this great whisky tick. Forget all that stuff about Japanese alleged inferiority: this is blending at its most creative.

Being alone on the island, obviously there will be times I will want to toast absent friends. So what better than to have on hand a bottle or six of **Wild Turkey's Russell's Reserve** 10 year old. Jimmy is an old buddy of mine and mentor. A decade ago I was told by those pretty high up that Wild Turkey would never name a bourbon after any one individual. Even when Ancient Age and Jim Beam went down that route still there was no shift in

