

ORIGINAL

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**IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION**

OCT 11 2007

JAMES N. WATTEN, CLERK
By: *[Signature]* Deputy Clerk

ALTERNATIVE APPAREL, INC.)

Plaintiff,)

v.)

GRANDTRADE APPAREL, INC.)
D/B/A ETERNAL APPAREL)
and BJ APPAREL GLOBAL PTE)
LTD.)

Defendants.)

CIVIL ACTION FILE
NO. 1 07 - CV - 2516

BBM

JURY TRIAL DEMANDED

COMPLAINT

Plaintiff Alternative Apparel, Inc. ("Alternative" or "Plaintiff"), alleges against Defendants Grandtrade Apparel, Inc. d/b/a Eternal Apparel ("Eternal") and BJ Apparel Global Pte Ltd. ("BJ") (BJ and Eternal may be collectively referred to herein as "Defendants") as follows:

PARTIES/JURISDICTION/VENUE

1.

Plaintiff is a corporation incorporated under the laws of the State of Georgia, with its principal office and place of business located at 1650 Indian Brook Way, Suite 500, Norcross, Georgia 30093-2683, Gwinnett County.

2.

Upon information and belief, Defendant Eternal is a corporation incorporated under the laws of the State of Missouri, with its principal office and place of business located at 37 Enfield Road, St. Louis, Missouri, 63132.

3.

Upon information and belief, Defendant BJ is a company incorporated under the laws of the Republic of Singapore, with its principal office and place of business located at 23 Circular Road, Singapore, 049379.

4.

Upon information and belief, Defendants market and sell products in the State of Georgia and actively conduct business in the State of Georgia and within this judicial district.

5.

This Court has jurisdiction over the subject matter of this action pursuant to 15 U.S.C. §§ 1114, 1116(a), 1121, and 1125(a) and 28 U.S.C. §§ 1331 and 1367.

6.

Jurisdiction and venue are proper in this district pursuant to 28 U.S.C. § 1391(b), (c), and (d).

7.

This Court has subject matter jurisdiction of this matter pursuant to 28 U.S.C. §§ 1331 and 1367(a).

STATEMENT OF FACTS

8.

Alternative was incorporated December 12, 1994 for the purposes of designing, manufacturing, marketing and selling “blank” apparel products to the promotional products industry, clothing designers and apparel retailers.

9.

Upon information and belief, Defendant BJ was incorporated for the purposes of the trading and distribution of apparels, investment holding and the provision of management services to its related companies.

10.

Upon information and belief, Defendant Eternal was incorporated May 11, 2006 for the purposes of manufacturing, marketing and selling “blank” apparel products to the promotional products industry, clothing designers and apparel retailers.

11.

Upon information and belief, Defendant Eternal is a wholly-owned subsidiary of Grandtrade Apparel Ltd (Hong Kong), which is a subsidiary of Ban

Joo & Company Limited.

12.

Upon information and belief, Defendant Eternal is conducting business in the United States under the trademark ETERNAL APPAREL.

13.

Since at least as early as February 1, 1995, Alternative has used the marks "ALTERNATIVE" and "ALTERNATIVE APPAREL" (the "Alternative Marks") in connection with its blank apparel products and the marketing, promotion and sale of such blank apparel products.

14.

On January 31, 2006, Alternative obtained U.S. Trademark Registration Number 3,054,396 for its ALTERNATIVE APPAREL mark in connection with "women's, men's and children's apparel, namely, T-shirts, tank tops, golf shirts, dress shirts, blouses, pants, underwear, hats, caps and visors" in International Class 25.

15.

A true and correct copy of U.S. Trademark Registration Number 3,054,396 is attached hereto as Exhibit A.

16.

On August 14, 2007, Alternative obtained U.S. Trademark Registration Number 3,280,836 for its ALTERNATIVE mark in connection with “women's, men's and children's apparel, namely, T-shirts, tank tops, golf shirts, dress shirts, blouses, pants, underwear, hats, caps and visors” in International Class 25 and “wholesale and retail store services in the field of clothing” in International Class 35.

17.

A true and correct copy of U.S. Trademark Registration Number 3,280,836 is attached hereto as Exhibit B.

18.

Since at least February 1, 1995, Alternative has devoted considerable effort and resources to the development of goodwill and public recognition associated with the Alternative Marks. As a result of the foregoing, Alternative was, for example, recognized by *INC. Magazine* as one of the 500 fastest growing private companies of 2001.

19.

Alternative has diligently policed its rights in the Alternative Marks to ensure the exclusivity of its use within the United States and to protect the goodwill therein.

20.

As a result of Alternative's continuous and exclusive use of the Alternative Marks in commerce, and Alternative's significant investment in advertising, promotion and protection of the Alternative Marks, consumers have come to strongly identify the Alternative Marks with Alternative as a source of high-quality blank apparel products.

21.

In or around September, 2003, Alternative began a commercial relationship with Defendant BJ for BJ to serve as a contract manufacturer of Alternative's unique blank apparel products.

22.

In or about August, 2005, Alternative and Defendant BJ re-affirmed and further defined their commercial relationship through the negotiation, and acceptance by BJ, of Alternative's Vendor Requirements Agreement (the "Vendor Agreement").

23.

Such Vendor Agreement remains in full force and effect.

24.

An integral part of the Vendor Agreement strictly restricted Defendant BJ's use of and/or disclosure of any of Alternative's confidential information, trade

secrets, tradenames, service marks, trademarks, trade dress, logos, copyrights, patents, slogans and other intellectual property, whether registered under state or federal law or not, and which obligations survived any termination of the Vendor Agreement.

25.

Upon information and belief, in or about mid-to-late 2006, Defendant BJ accepted and began production on an order for approximately four hundred thousand (400,000) units of blank apparel products (the "Order") from a United Kingdom-based company unrelated to Alternative (the "UK Company").

26.

Upon information and belief, Defendant BJ undertook all necessary steps to fulfill the Order, but the products manufactured by BJ for the UK Company were Alternative's unique blank apparel products containing Alternative's unique label.

27.

Upon information and belief, the UK Company rejected the Order and returned approximately two hundred thousand (200,000) of Alternative's blank apparel products back to Defendant BJ.

28.

Upon information and belief, as a result of the rejected Order, Defendant BJ formed Defendant Eternal as an outlet to market and sell the returned Alternative blank apparel products originally manufactured for the UK Company.

29.

In or about July 2007, a representative of Alternative learned of Defendant Eternal's presence and offering of Alternative's blank apparel products in the marketplace and contacted a representative of Eternal by telephone to inquire about Eternal and its business operations.

30.

During such telephone conversation, the Defendant Eternal representative admitted to the Alternative representative that: (a) two hundred thousand (200,000) blank apparel products had been produced pursuant to the Order and subsequently returned by the UK Company; (b) another two hundred thousand (200,000) blank apparel products were currently in production to fulfill the cancelled order; (c) BJ had nowhere to "dump" the products that were manufactured and that were currently in work-in-process; and (d) accordingly, Defendant BJ formed Eternal as an outlet to market and sell the products manufactured pursuant to the cancelled Order.

31.

Accordingly, Defendant Eternal has taken the blank apparel products from the cancelled Order and is currently and actively marketing and selling these blank apparel products to, among others, Alternative's current customers through, among others, various ex-Alternative sales representatives.

32.

As a result of Defendant Eternal's activities, Alternative has received multiple customer inquiries and expressions of confusion regarding why Eternal is marketing and selling Alternative's exact product line and, upon information and belief, in certain cases, with Alternative's labels either in the products, or conspicuously cut out of such products.

33.

Through such customer inquiries, Alternative was informed that Defendant Eternal representatives have been advising Alternative's current and active customers that Eternal started its business as a result of a large order cancelled by Alternative – a complete falsehood.

34.

Through Defendants' adoption and use of the ETERNAL APPAREL trademark, Defendants have adopted a trademark that is confusingly similar to

Alternative's Marks. Defendants' actions are likely to cause confusion among consumers, and are causing actual confusion in the marketplace.

35.

Upon information and belief, through Defendant Eternal's current marketing and sales activities, Eternal manufactured, marketed and sold blank apparel products bearing Alternative's proprietary ALTERNATIVE trademark in violation of Alternative's exclusive trademark rights.

36.

Through Defendant Eternal's current marketing and sales activities, Eternal has copied and converted for its own use a wide variety of Alternative's proprietary product styles in violation of Alternative's proprietary trade dress rights.

37.

Through Defendant Eternal's current marketing and sales activities, Eternal has converted for its own use Alternative's proprietary product silhouettes, which silhouettes constitute an original work of authorship developed exclusively by Alternative.

38.

Through Defendant Eternal's current marketing and sales activities, Eternal has adopted the identical font utilized by Alternative to display its name and is causing confusion in the marketplace as a result thereof.

39.

Through Defendant Eternal's current marketing and sales activities, Eternal has converted for its own use Alternative's proprietary line art, which line art constitute an original work of authorship developed exclusively by Alternative.

40.

Through Defendant Eternal's current marketing and sales activities, Eternal has adopted substantially similar, if not identical, style numbers that are used by Alternative for its blank apparel products.

41.

Through Defendant Eternal's current marketing and sales activities, Eternal has adopted the identical color shades that are used by Alternative for its blank apparel products.

42.

Through Defendant Eternal's current marketing and sales activities, Eternal has converted and is using for its own benefit unique apparel design elements

created and owned exclusively by Alternative in violation of, among other things, Alternative's proprietary trade dress rights.

43.

Through Defendant Eternal's current marketing and sales activities, Eternal has copied, converted for its own use and distributed large portions of Alternative's blank apparel product catalogue, which catalogue constitutes an original work of authorship developed exclusively by Alternative.

44.

Through Defendant Eternal's current marketing and sales activities, Eternal has copied and has converted for its own use various of Alternative's coined references such as "garment washed no shrinkage" in violation of, among other things, Alternative's trademark rights.

45.

Through Defendant Eternal's current marketing and sales activities, Eternal is advertising its alleged product line using Alternative's blank apparel garments.

Count I
Tortious Interference with Actual and Potential Business Relations

46.

Alternative incorporates by reference the allegations in paragraphs 1 - 45 of its Complaint as if set forth fully herein.

47.

Defendants have engaged in improper and wrongful conduct with the unauthorized and malicious intent of interfering with Alternative's existing and potential business relationships with third parties.

48.

Defendants have acted purposely, maliciously and without privilege with the intent to injure Alternative through at least the acts detailed herein.

49.

Defendants' misconduct has directly caused third parties to discontinue or fail to enter into actual, anticipated and potential business relationships with Alternative.

50.

As a direct and proximate result of Defendants' unlawful acts, Alternative has suffered and will continue to suffer damages in an amount to be determined at trial.

51.

As a consequence of the foregoing, Alternative is entitled to such general, compensatory and consequential damages as are shown at trial, plus interest as provided by law.

Count II

O.C.G.A. – §§ 10-1-760, et seq. - Misappropriation of Trade Secrets and Confidential Information

52.

Alternative incorporates by reference the allegations in paragraphs 1 - 51 of its Complaint as if set forth fully herein.

53.

Alternative maintained certain trade secrets and confidential information in the form of, among other things, proprietary product specifications and designs, proprietary garment and fabric dye color formulas, various proprietary patterns and silhouettes and proprietary finishing aspects such as unique stitching and seam designs.

54.

Alternative derives economic value and a competitive advantage from its trade secrets and confidential information not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use.

55.

Alternative has taken reasonable efforts under the circumstances to maintain the secrecy of its trade secrets and confidential information through means including, but not limited to, the requirement that its vendors, such as Defendant

BJ, execute a Vendor Agreement that contains strict provisions regarding the use and non-disclosure of its confidential information.

56.

The Defendants misappropriated Alternative's trade secrets and confidential information by, among other things, manufacturing, marketing and selling blank apparel products that incorporate Alternative's proprietary product specifications and designs, proprietary garment and fabric dye color formulas, proprietary patterns and silhouettes and proprietary finishing aspects.

57.

At the time of Defendants' wrongful misappropriation, Defendants were aware that Alternative's confidential information and trade secrets were confidential and that they were not authorized to use Alternative's trade secrets and confidential information.

58.

Defendants used Alternative's confidential information and trade secrets to their benefit and Alternative's detriment and damage.

59.

As a consequence of the foregoing, Alternative has been damaged by Defendants' misappropriation of Alternative's trade secrets and confidential information and Alternative is entitled to such general, compensatory and

consequential damages as are shown at trial, plus pre-judgment interest as provided by The Georgia Trade Secrets Act, O.C.G.A. – §§ 10-1-760, et seq.

Count III
15 U.S.C. § 1125 False Designation of Origin

60.

Alternative incorporates by reference the allegations in paragraphs 1 - 59 of its Complaint as if set forth fully herein.

61.

The use and reproduction of the Alternative Marks by Defendants in connection with Defendants' manufacture and sale of blank apparel products is, *inter alia*, likely to cause confusion, mistake, or to deceive as to affiliation, connection, or association of Alternative and Defendants.

62.

The use and reproduction of the Alternative's trade dress protected designs by Defendants in connection with Defendants' manufacture and sale of blank apparel products is, *inter alia*, likely to cause confusion, mistake, or to deceive as to affiliation, connection, or association of Alternative and Defendants.

63.

Upon information and belief, Defendants did the aforesaid acts willfully, with knowledge and in disregard of Alternative's rights therein.

64.

Defendants' violation of the Federal statute, as set forth herein, has caused Alternative irreparable injury and damage. Unless Defendants are enjoined from continuing their unauthorized acts, Alternative will continue to be immediately and irreparably harmed.

65.

Defendants' conduct, as aforesaid, is in violation of Section 43(a) of The Lanham Act, 15 U.S.C. § 1125(a), and Alternative is entitled to injunctive relief and to monetary damages in an amount as yet undetermined but to be proven at trial, which damages may be trebled by this Court in its discretion.

Count IV

15 U.S.C. § 1114, et seq. - Federal Trademark Infringement

66.

Alternative incorporates by reference the allegations in paragraphs 1 - 65 of its Complaint as if set forth fully herein.

67.

Defendants unauthorized use of Alternative's Marks constitutes a use in commerce of a reproduction, counterfeit, copy, or colorable imitation of the marks that are the subjects of Alternative's U.S. Trademark Registrations, in connection with the sale, offering for sale, distribution, and/or advertising of goods that are

the same as the goods provided by Alternative under its registered trademarks, and that are marketed through the same channels of trade and to the same class of consumers as Alternative's goods. Such use by Defendants of the Alternative Marks:

A. is likely to cause confusion, or to cause mistake, or to deceive;

and

B. will cause purchasers and potential purchasers to believe that the goods of the Defendants have a sponsorship, approval, status, affiliation or connection with Alternative that they do not have.

68.

Defendants' use of the ETERNAL APPAREL, ALTERNATIVE and ALTERNATIVE APPAREL marks are confusingly similar to the registered Alternative Marks, and the unauthorized use by Defendants of the Alternative Marks have caused, are causing, and will continue to cause damage and other irreparable injury to Alternative unless such use is enjoined by this Court, Alternative having no adequate remedy at law.

69.

Upon information and belief, the aforementioned acts of Defendants have been and are being committed with the knowledge that such acts are causing confusion, or are likely to cause confusion, or to cause mistake, or to deceive.

Defendants' aforementioned acts therefore are intentional, willful, and are maliciously calculated to cause confusion, to cause mistake, or to deceive, and therefore this is an exceptional case.

70.

Defendants' use of marks confusingly similar to Alternative's registered Alternative Marks, as set forth in Federal Trademark Registration Nos. 3,054,396 and 3,280,836, is an infringement of Alternative's rights in and to its federally registered trademarks in violation of 15 U.S.C. § 1114.

71.

Pursuant to 15 U.S.C. § 1117, Alternative is entitled to recover from Defendants: (1) Defendants' profits, (2) any damages sustained by Alternative, and (3) the costs of the instant action. Further, based upon the nature of Defendants' violation of Alternative's trademark rights, Alternative is entitled to seek reasonable attorney's fees and a trebling of such profits or damages.

Count V
Common Law Trademark Infringement

72.

Alternative incorporates by reference the allegations in paragraphs 1 - 71 of its Complaint as if set forth fully herein.

73.

By reason of the foregoing, Defendants have engaged and are continuing to engage in acts of trademark infringement in violation of the common law of the State of Georgia.

74.

On information and belief, Defendants did the aforesaid acts willfully, with knowledge and in disregard of Alternative's rights therein.

75.

Defendants' trademark infringement has caused and will continue to cause financial damage to Alternative. Alternative is entitled to damages in an amount to be proven at trial.

Count VI
Unfair Competition

76.

Alternative incorporates by reference the allegations in paragraphs 1 - 75 of its Complaint as if set forth fully herein.

77.

By reason of the foregoing, Defendants have engaged and are continuing to engage in acts of unfair competition in violation of the common law of the State of Georgia.

78.

On information and belief, Defendants did the aforesaid acts willfully, with knowledge and in disregard of Alternative's rights therein.

79.

Defendants' acts of unfair competition have caused and will continue to cause financial damage to Alternative and irreparable injury for which Alternative has no adequate remedy at law. Alternative is entitled to damages in an amount to be proven at trial.

Count VII
Deceptive Trade Practices
(O.C.G.A. §§ 10-1-371 *et seq.*)

80.

Alternative incorporates by reference the allegations in paragraphs 1 - 79 of its Complaint as if set forth fully herein.

81.

By reason of the foregoing, Defendants have violated the Uniform Deceptive Trade Practices Act as adopted by Georgia at O.C.G.A. §§ 10-1-371 *et seq.*

82.

On information and belief, Defendants did the aforesaid acts willfully, with knowledge and in disregard of Alternative's rights therein.

83.

Defendants' deceptive trade practices have caused and will continue to cause financial damage to Alternative and irreparable injury for which Alternative has no adequate remedy at law. Alternative is entitled to damages in an amount to be proven at trial.

**Count VIII
O.C.G.A. § 23-2-55 – Use of Fraudulent Trademarks**

84.

Alternative incorporates by reference the allegations in paragraphs 1 - 83 of its Complaint as if set forth fully herein.

85.

Defendants' use of the Alternative Marks constitutes an attempt to encroach

upon the business of Alternative with the intent to deceive and mislead the public and constitutes fraud under O.C.G.A. § 23-2-55.

86.

Alternative is entitled to equitable relief as a result of Defendants' actions under O.C.G.A. § 23-2-55.

Count IX
Conversion

87.

Alternative incorporates by reference the allegations in paragraphs 1 - 86 of its Complaint as if set forth fully herein.

88.

Defendants, through the unauthorized use and reproduction of Alternative's product catalogue, Internet web site, line sheets, product specifications sheets and other original works of authorship owned by Alternative, have unlawfully converted to their own use and exploited Alternative's property, demand for return of such property is hereby made.

Count X
Breach of Contract

89.

Alternative incorporates by reference the allegations in paragraphs 1 – 88 of its Complaint as if set forth fully herein.

90.

BJ assented to the terms and conditions of Alternative's Vendor Agreement and such agreement has governed the course of trade between the Alternative and BJ.

91.

BJ has breached and continues to breach the Vendor Agreement by, *inter alia*, making unauthorized use of Alternative's confidential information, trade secrets and trademarks.

92.

BJ's acts were done willfully with the intention to injure Alternative. Alternative is entitled to damages for BJ's breach of the Vendor Agreement, including Alternative's attorneys' fees and related costs in enforcing the agreements.

93.

As set forth herein, in addition to damages for his past breaches, Alternative is also entitled to injunctive relief to prevent BJ's future breaches of the Vendor Agreement.

Count XI
Unjust Enrichment

94.

Alternative incorporates by reference the allegations in paragraphs 1 - 93 of its Complaint as if set forth fully herein.

95.

Defendants' use of Alternative's independently developed, proprietary, and copyrighted protected works will unjustly enrich Defendants by enabling them to unfairly appropriate the benefit of Alternative's works, and the goodwill associated therewith.

96.

If not enjoined by this Court, Defendants will earn revenues and profits to which they are not legally entitled and Alternative will be irreparably injured by the aforesaid acts for which Alternative will have no adequate remedy at law.

Count XII
Injunctive Relief

97.

Alternative incorporates by reference the allegations in paragraphs 1 - 96 of its Complaint as if set forth fully herein.

98.

Defendants inequitable and tortious conduct is having serious adverse affects on the Alternative's business and creative efforts. Specifically, Defendants are maliciously and wrongfully causing turmoil with the ongoing business affairs of Alternative by continuing to use said works for their own use and advantage and infringing the Alternative Marks.

99.

Defendants' conduct as set forth above has caused, and will continue to cause, Alternative to suffer immediate and irreparable harm for which no adequate remedy exists at law entitling Alternative to preliminary and permanent injunctive relief restraining and enjoining Defendants from using the Alternative Marks and from using Alternative's protected works or any works derivative thereof.

Count XIII
Constructive Trust and Accounting

100.

Alternative incorporates by reference the allegations in paragraphs 1 – 99 of its Complaint as if set forth fully herein.

101.

Defendants have taken possession of and exercised control over property belonging to Alternative. Under the principles of equity, Defendants are holding

said property in a constructive trust for Alternative and are required to account for all such sums. Under principles of equity, due to any commingling of funds related to the unauthorized use or sale of Alternative's property by Defendants, Alternative is entitled to follow such funds and be awarded any and all assets into which such funds may have been transformed.

Count XIV
Attorney's Fees

102.

Alternative incorporates by reference the allegations in paragraphs 1 - 101 of its Complaint as if set forth fully herein.

103.

Defendants have acted in bad faith, been stubbornly litigious and has caused Alternative unnecessary trouble and expense.

104.

Alternative is entitled to recover its costs of litigation, including attorney's fees, pursuant to O.C.G.A. § 13-6-11.

Count XV
Punitive Damages

105.

Alternative incorporates by reference the allegations in paragraphs 1 – 104 of its Complaint as if set forth fully herein.

106.

Defendants, without right, order or authority, wrongfully, willfully and maliciously converted Alternative's personal property to their own use. Such conduct evidences willful misconduct, malice, fraud, wantonness, oppression, and/or that entire want of care which would raise the presumption of conscious indifference to consequences. As such, Alternative is entitled to an award of punitive damages against the Defendants, and each of them, in an amount determined by the enlightened conscience of the jury.

JURY DEMAND

Alternative hereby demands a trial by jury on all issues so triable.

PRAYER FOR RELIEF

WHEREFORE, Alternative requests the following relief against Defendants BJ and Eternal:

- (1) that Defendants be temporarily and permanently enjoined from interfering in the actual and prospective business relations of Alternative, including, but, not limited to, any further contacting any customers of Alternative;
- (2) that Defendants be temporarily and permanently enjoined from further violating the Vendor Agreement;

(3) that Defendants be temporarily and permanently enjoined from misappropriating and using the trade secrets and confidential information of Alternative;

(4) that Defendants be temporarily and permanently enjoined from using in any manner Alternative's Marks or any confusingly similar imitation thereof;

(5) that the Alternative be provided with such further equitable relief available for Defendants' use of fraudulent trademarks pursuant to O.C.G.A. § 23-2-55.

(6) that Alternative be awarded damages for Defendants' trademark infringement and false designation of origin in violation of The Lanham Act and as provided by The Lanham Act (15 U.S.C. §§ 1111, 1114, 1117, 1125(a), *et seq.*);

(7) that Alternative be awarded damages for Defendants' trademark infringement, unfair competition and deceptive trade practices in violation of the laws of the State of Georgia;

(8) that Defendants be ordered to account for and pay to Alternative all profits realized by Defendants by reason of their unlawful actions set forth herein;

(9) that Alternative be awarded exemplary damages suffered by Alternative by reason of Defendants' willful and unlawful actions as set forth herein;

(10) that Defendants be ordered to disgorge or destroy any property within their possession that incorporates Alternative's protected works or trademarks;

(11) that Alternative be awarded all actual and consequential damages related to BJ's breach of contract;

(12) that Defendant BJ be ordered to specifically perform its confidentiality obligations under the Vendor Agreement;

(13) that Alternative be awarded to pay punitive damages;

(14) that Alternative be awarded to pay Alternative's attorney's fees and expenses of this action;


(15) that Alternative be awarded damages for Defendants' misappropriation and conversion;

(16) that Alternative be awarded damages based upon Defendants' tortious interference with contractual relations; and

(17) for such other and further relief as the Court deems just and equitable.

Respectfully submitted, this 11th day of October, 2007.

JEFFREY B. SLADKUS, LLC



Jeffrey B. Sladkus
Georgia Bar No. 651220

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Attorneys for Plaintiff Alternative Apparel, Inc.

Exhibit A

Int. Cl.: 25

Prior U.S. Cls.: 22 and 39

United States Patent and Trademark Office

Reg. No. 3,054,396

Registered Jan. 31, 2006

**TRADEMARK
PRINCIPAL REGISTER**

**ALTERNATIVE
APPAREL**

**GAGWEAR, INC. (GEORGIA CORPORATION)
SUITE 200
1650 INDIAN BROOK WAY
NORCROSS, GA 30093**

OWNER OF U.S. REG. NO. 2,252,167.

**FOR: WOMEN'S, MEN'S AND CHILDREN'S AP-
PAREL, NAMELY, T-SHIRTS, TANK TOPS, GOLF
SHIRTS, DRESS SHIRTS, BLOUSES, PANTS, UN-
DERWEAR, HATS, CAPS AND VISORS, IN CLASS 25
(U.S. CLS. 22 AND 39).**

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

SEC. 2(F).

FIRST USE 1-1-1995; IN COMMERCE 1-1-1995.

SER. NO. 78-552,161, FILED 1-22-2005.

**THE MARK CONSISTS OF STANDARD CHAR-
ACTERS WITHOUT CLAIM TO ANY PARTICULAR
FONT, STYLE, SIZE, OR COLOR.**

**JANICE L. MCMORROW, EXAMINING ATTOR-
NEY**

Exhibit B

Int. Cls.: 25 and 35

Prior U.S. Cls.: 22, 39, 100, 101, and 102

United States Patent and Trademark Office

Reg. No. 3,280,836

Registered Aug. 14, 2007

**TRADEMARK
SERVICE MARK
PRINCIPAL REGISTER**

ALTERNATIVE

**GAGWEAR, INC. (GEORGIA CORPORATION)
1650 INDIAN BROOK WAY SUITE 200
NORCROSS, GA 30093**

**FOR: WOMEN'S, MEN'S AND CHILDREN'S AP-
PAREL, NAMELY, T-SHIRTS, TANK TOPS, GOLF
SHIRTS, DRESS SHIRTS, BLOUSES, PANTS, UN-
DERWEAR, HATS, CAPS AND VISORS, IN CLASS 25
(U.S. CLS. 22 AND 39).**

FIRST USE 1-31-1995; IN COMMERCE 1-31-1995.

**FOR: WHOLESALE AND RETAIL STORE SERVI-
CES IN THE FIELD OF CLOTHING, IN CLASS 35
(U.S. CLS. 100, 101 AND 102).**

FIRST USE 1-31-1995; IN COMMERCE 1-31-1995.

**THE MARK CONSISTS OF STANDARD CHAR-
ACTERS WITHOUT CLAIM TO ANY PARTICULAR
FONT, STYLE, SIZE, OR COLOR.**

**OWNER OF U.S. REG. NOS. 2,252,167 AND
3,054,396.**

SEC. 2(F).

SN 78-767,123, FILED 12-5-2005.

KATHERINE CHANG, EXAMINING ATTORNEY