FILED by RB D.C.
ELECTRONIC
Oct. 15, 2007
CLARENCE MADDOX
CLERK U.S. DIST. CT.
S.D. OF FLA. - MIAMI

IN THE UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
FORT PIERCE DIVISION

Case No. _____CIV- _____

CAMELOT HAIR CARE PRODUCTS, LLC,
a Florida Limited Liability Company,

07-14314-CIV-MOORE/LYNCH

Plaintiff,

vs.

PLASTICOS VANDUX DE COLOMBIA, S.A.,
a Colombian corporation; ROBERT C. KAIN, JR.,
and FLEIT, KAIN, GIBBONS, GUTMAN,
BONGINI & BIANCO, P.L., a Florida

Defendants.

PLAINTIFF, CAMELOT HAIR CARE PRODUCTS, LLC'S COMPLAINT FOR UNFAIR COMPETITION AGAINST PLASTICOS VANDUX DE COLOMBIA S.A., ROBERT C. KAIN, JR., AND FLEIT, KAIN, GIBBONS, GUTMAN, BONGINI & BIANCO, P.L.

This action arises under Title 15, USC section 1125(a) as hereinafter more fully appears. Jurisdiction and venue are proper as founded upon 28 USC sections 1338 and 1391.

Robert C. Kain, Jr., a partner in the firm of Fleit, Kain, Gibbons, Gutman, Bongini & Bianco, P.L., Defendants, was appointed Defendant Plasticos Vandux de Colombia, S.A.'s representative upon whom notice of process may be served.

1. Plaintiff owns the trademark "MARILYN" for hair brushes, the Federal Registration therefor Number 2,723,910. See exhibit "A" attached to Plaintiff's Motion for a TRO. (That Exhibit and all other Exhibits referred to herein are incorporated herein by reference to that Pleading) Plaintiff also owns the good will of the business associated with the trademark as

shown by the records of the U.S. Patent and Trademark Office. See Exhibit "B" evidencing Assignment of the mark recorded 03/10/2004 at the request of defendant Robert C. Kain, Jr.

2. The trademark registration was obtained by Defendant Robert C. Kain, Jr. and his firm, Defendant Fleit, Kain, Gibbons, Gutman, Bongini & Bianco, P.L., on application serial number 76-431,805 filed 7/18/2002 on behalf of Defendant Plasticos Vandux de Colombia S.A., in which Defendant Kain was appointed applicant's representative upon whom notice of process in proceedings affecting the mark may be served. See Exhibit "C".

3. Defendant Robert C. Kain, Jr. and his law firm, Defendant Fleit, Kain, Gibbons, Gutman, Bongini & Bianco, P.L., represented both Plaintiff Camelot Hair Care Products, LLC (hereinafter "Camelot"), and Defendant Plasticos Vandux de Colombia S.A. (hereinafter "Vandux") in connection with patent and trademark matters involving the "MARILYN" brand hair brush. See Exhibits "D" and "E".

4. Plaintiff and Defendant Vandux had entered into an Exclusive Distributor Agreement prepared by Defendant Kain on January 1, 2002 for the hair brushes. See Exhibit "F".

5. On November 11, 2006, Defendant Kain filed U.S. Trademark application serial number 77041103 for the mark "MARILYN" for use on scissors and hair dryers on behalf of Defendant Vandux, noting therein that the registration of the mark "MARILYN" No. 2,723,910 was owned by Plaintiff Camelot. See Exhibit "G".

6. The Exclusive Distributor Agreement was duly terminated pursuant to Paragraph 4 thereof on July 6, 2007. See Exhibit "H".

ACTS OF UNFAIR COMPETITION

7. On June 13, 2007 Defendant Robert C. Kain, Jr. wrote to Wessen Industries Ltd. and Wessen Industries (USA) Inc., Camelot's supplier of the "MARILYN" brand brushes, stating that

the Defendant, Vandux had superior rights to the MARYLIN trademark and to the U.S. Registration thereof number 2,723,910, which Kain knew to be untrue. See Exhibit "I" .

8. This communication by Kain to Wessen convinced Wessen to stop production and shipment of $100,000 worth of brushes to Camelot which were to have been delivered in September.

9. The delay referenced in Paragraph 8 above cost Camelot dealer and customer good will and accounts.

10. On April 27, 2007, Defendant Robert C. Kain, Jr. wrote to a domain name registration organization in China stating that Vandux was the owner of the "MARILYN" trademark, which Kain knew to be untrue, and threatening litigation. See Exhibit "J".

11. On May 21, 2007 Defendant Robert C. Kain, Jr. filed U.S. Trademark Application 77185741 for the mark "MARILYN" for hair brushes in the name of for Defendant Vandux, claiming ownership by Vandux of the "MARILYN" trademark number 2,723,910, which Kain knew to be untrue. See Exhibit "K".

12. On May 21, 2007 Defendant Robert C. Kain, Jr. filed U.S. Trademark Application 77185760 for the mark "MARILYN" in stylized form for hair brushes in the name of for Defendant Vandux, claiming ownership by Vandux of the "MARILYN" trademark number 2,723,910, which Kain knew to be untrue. See Exhibit "L".

13. In August and September of 2007, Defendant Robert C. Kain, Jr. communicated with Kevin Johnson, President of Fromm International (a company negotiating with Camelot for the purchase of Camelot and the "MARILYN" name) and succeeded in raising sufficient doubt in Fromm that Fromm backed away from the deal. See copies of e-mails, Exhibit M.

14. The unwarranted filings and false assertions of ownership in the mark "MARILYN" have caused interference with other prospective Camelot business relationships with buyers, such as Newell Corp and Helen of Troy.

15. Thus defendant Robert C. Kain, Jr., his firm, Defendant Fleit, Kain, Gibbons, Gutman, Bongini & Bianco, P.A., and Defendant Vandux have committed acts of Unfair Competition against Plaintiff Camelot in violation of 15 USC section 1125 which provides that any person who . . . connection with any goods . . . uses in commerce any word, term . . . or any false or misleading description of fact, or false or misleading representation of fact, which is likely to cause confusion, or cause mistake, or to deceive . . . as to the . . . commercial activities by another person, shall be liable in a civil action by any person who believes that he or she is or is likely to be damaged by such act.

16. Camelot has been irreparably injured by the aforesaid acts of the Defendants in that Camelot has suffered permanent loss of customers and agents and the loss of its goodwill in the marketplace.

17. In addition, Camelot has been damaged by said acts of unfair competition in an amount of at least $500,000.00.

WHEREFORE, Plaintiff demands:

(A) That Defendants, their agents and servants be enjoined during the pendency of this action and permanently from asserting claims regarding the ownership of the "MARILYN" trademark as being in any other entity than Plaintiff Camelot, to the U.S. Patent and Trademark Office and to business entities having a relationship and potential relationship with the Plaintiff, Camelot, such as (by example, and not by way of limitation) by contacting the customers and other entities having a business relationship or a potential business relationship with Plaintiff;

(B) That Defendants, their agents and servants be enjoined during the pendency of this action and permanently from asserting claims regarding the ownership of trademarks which may be confusingly similar to the "MARILYN" trademark, as being in any other entity than Plaintiff Camelot, to the U.S. Patent and Trademark Office and to business entities having a relationship and potential relationship with the Plaintiff, Camelot; such as (by example, and not by way of limitation) by contacting the customers and other entities having a business relationship or a potential business relationship with Plaintiff;

(C) That Defendants be required to pay to Plaintiff such damages as Plaintiff has sustained in consequence of Defendant's said unfair competition and to account for (i) all gains, profits and advantages derived by Defendants by said unfair competition; and (ii) such damages as the Court shall find to be proper within the provisions of the Trademark Statute, but not less than $500,000.00;

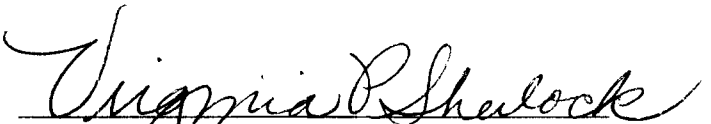
(D) That Defendants pay to Plaintiff the costs of this action and reasonable attorneys' fees to be allowed to Plaintiff by the Court; and

(E) That Plaintiff have such other and further relief as is just.

A suitable order is attached.

Respectfully submitted,

CAMELOT HAIR CARE PRODUCTS, LLC.



By Virginia P. Sherlock, Esquire
Florida Bar No. 893544
Littman, Sherlock & Heims, P.A.
P.O. Box 1197
Stuart, FL 34995
Phone: (772) 287 0200 - Fax: (772) 283 1010
e-mail: lshlaw@bellsouth.net

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true copy of the foregoing has been furnished by hand delivery to a process server for delivery to Robert C. Kain, Jr., Plasticos Vandux de Colombia, S.A., and Fleit, Kain, Gibbons, Gutman, Bongini & Bianco, P.L. 750 Southeast Third Avenue, Suite 100, Fort Lauderdale, FL 33316-1153, this 15th day of October, 2007.

Virginia P. Sherlock

Int. Cl.: 21

Prior U.S. Cls.: 2, 13, 23, 29, 30, 33, 40 and 50

United States Patent and Trademark Office

Reg. No. 2,723,910
Registered June 10, 2003

TRADEMARK
PRINCIPAL REGISTER

Marilyn

PLASTICOS VANDUX DE COLOMBIA S.A. (COLOMBIA CORPORATION)
VIA 40 NO. 79B-145 A.A. 50493
BARRANQUILLA, COLOMBIA

FOR: HAIR BRUSH, IN CLASS 21 (U.S. CLS. 2, 13, 23, 29, 30, 33, 40 AND 50).

FIRST USE 6-1-2001; IN COMMERCE 6-1-2001.

THE NAME IN THE MARK DOES NOT IDENTIFY A PARTICULAR LIVING INDIVIDUAL.

SER. NO. 76-431,805, FILED 7-18-2002.

DARLENE BULLOCK, EXAMINING ATTORNEY

EXHIBIT A

UNITED STATES DEPARTMENT OF COMMERCE
Patent and Trademark Office
ASSISTANT SECRETARY AND COMMISSIONER
OF PATENTS AND TRADEMARKS
Washington, D.C. 20231

MARCH 15, 2004

PTAS

FEITT, KAIN, GIBBONS, ET AL.
ROBERT C. KAIN JR.
790 SOUTHEAST THIRD AVENUE, SUITE 100
FT. LAUDERDALE, FL 33316-1183

EXHIBIT "E"

Confirmation of Attorney Kain's status as attorney of record for Camelot Hair Care Products, LLC, as owner of mark

UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 03/10/2004

REEL/FRAME: 002810/0737
NUMBER OF PAGES: 3

BRIEF: ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

ASSIGNOR:
PLASTICOS VANDUX DE COLOMBIA S.A.

DOC DATE: 03/09/2004
CITIZENSHIP: COLOMBIA
ENTITY: CORPORATION

ASSIGNEE:
CAMELOT HAIR CARE PRODUCTS, LLC
2080 N.W. 79TH AVENUE
MIAMI, FLORIDA 33122

CITIZENSHIP:
ENTITY: LIMITED LIABILITY CORPORATION FLORIDA

APPLICATION NUMBER: 76431806
REGISTRATION NUMBER: 2723910

FILING DATE: 07/18/2002
ISSUE DATE: 06/10/2003

MARK: MARILYN
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS AND DESIGN

EXHIBIT B

United States Patent and Trademark Office

Assignments on the Web > Trademark Query

Trademark Assignment Abstract of Title

Total Assignments: 1

Serial #: 76431805 **Filing Dt:** **Reg #:** 2723910 **Reg. Dt:**

Mark:

Assignment: 1

Reel/Frame: 2810/0737 **Received:** 03/10/2004 **Recorded:** 03/10/2004 **Pages:** 3

Conveyance: ASSIGNS THE ENTIRE INTEREST

Assignor: PLASTICOS VANDUX DE COLOMBIA S.A.

Exec Dt: 03/09/2004

Entity Type: CORPORATION

Citizenship: COLOMBIA

Assignee: CAMELOT HAIR CARE PRODUCTS, LLC
2080 N.W. 79TH AVENUE
MIAMI, FLORIDA 33122

Entity Type: LIMITED LIABILITY CORPORATION FLORIDA

Citizenship: NONE

Correspondent: FLEIT, KAIN, GIBBONS, ET AL.
ROBERT C. KAIN JR.
750 SOUTHEAST THIRD AVENUE, SUITE 100
FT. LAUDERDALE, FL 33316-1153

Search Results as of: 09/20/2007 12:15 PM

If you have any comments or questions concerning the data displayed, contact PRD / Assignments at 571-272-3350. v.2.0.1
Web interface last modified: April 20, 2007 v.2.0.1

TRADEMARKS

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application of Plasticos Vandux de Colombia S.A.

Serial No.

Mark: MARILYN (stylized)

TRANSMITTAL LETTER AND CERTIFICATE OF EXPRESS MAILING

BOX NEW APP FEE
Commissioner for Trademarks
2900 Crystal Drive
Arlington, VA 22202-3513

Sir:

I hereby certify that the below listed documents are being deposited with the United States Postal Service "Express Mail Post Office to Addressee," Mailing Label No. EV 092422634 US, under 37 C.F.R. 1.10 on July 17, 2002, and are addressed to BOX NEW APP FEE, Commissioner for Trademarks, 2900 Crystal Drive, Arlington, VA 22202-3513

X Trademark Application with drawing (4 pgs.)
X One (1) specimen of the mark (package insert)
X Please charge Deposit Account No. 03-1231 for the $325.00 fee
X Return receipt postcard
X Please charge any underpayments or credit any overpayments to Deposit Account No. 03-1231. A duplicate copy of this communication is enclosed.

Respectfully submitted,

Ellen Kotler

By

Robert C. Kain, Jr.
Reg. No. 30,648
Fleit, Kain, Gibbons, Gutman & Bongini, P.L.
750 Southeast Third Avenue, Suite 100
Ft. Lauderdale, Florida 33316-1153
Telephone: 954-768-9002
Facsimile: 954-768-0158

File No. 6772-4

\\Tiger\data share\RCK\CLIENTS\Vandux\6772-4 expmail tm.wpd

EXHIBIT C

PTO Form 1478 (Rev 9/98)
OMB Control #0651-0009 (Exp. 08/31/2004)

Trademark/Service Mark Application

*** To the Commissioner for Trademarks ***

<DOCUMENT INFORMATION>
<TRADEMARK/SERVICEMARK APPLICATION>
<VERSION 1.22>

<APPLICANT INFORMATION>
<NAME> Plasticos Vandux de Colombia S.A.
<STREET> Via 40 No. 79B-145 A.A. 50493
<CITY> Barranquilla
<COUNTRY> Colombia
<TELEPHONE NUMBER> 011 575 353-6022

<APPLICANT ENTITY INFORMATION>
<CORPORATION: STATE/COUNTRY OF INCORPORATION> Colombia

<TRADEMARK/SERVICEMARK INFORMATION>

<MARK> MARILYN

<TYPED FORM> No
~ Applicant requests registration of the above-identified trademark/service mark in the United States Patent and Trademark Office on the Principal Register established by the Act of July 5, 1946 (15 U.S.C. §1051 et seq., as amended). ~

<BASIS FOR FILING AND GOODS/SERVICES INFORMATION>
<USE IN COMMERCE: SECTION 1(a)> Yes
~ Applicant is using or is using through a related company the mark in commerce on or in connection with the below-identified goods/services. (15 U.S.C. §1051(a), as amended.). Applicant attaches one SPECIMEN for each class showing the mark as used in commerce on or in connection with any item in the class of listed goods and/or services. ~
<SPECIMEN DESCRIPTION> package insert accompanying the goods
<INTERNATIONAL CLASS NUMBER> 021
<LISTING OF GOODS AND/OR SERVICES> hair brush
<FIRST USE ANYWHERE DATE> 06/01/2001
<FIRST USE IN COMMERCE DATE> 06/01/2001

<ATTORNEY INFORMATION>
<NAME> Robert C. Kain, Jr.
<STREET> 750 Southeast Third Avenue, Suite 100
<CITY> Ft. Lauderdale
<STATE> FL
<COUNTRY> USA
<ZIP/POSTAL CODE> 33316-1153

<E-MAIL ADDRESS> ekotler@fleitkain.com
<AUTHORIZE E-MAIL COMMUNICATION> Yes
<FIRM NAME> Fleit, Kain, Gibbons, Gutman & Bongini, P.L.
<TELEPHONE NUMBER> 954-768-9002
<FAX NUMBER> 954-768-0158
<ATTORNEY DOCKET NUMBER> 6772-4
<OTHER APPOINTED ATTORNEY(S)> Martin Fleit, Jon Gibbons, Jose Gutman, Steve Bongini

<DOMESTIC REPRESENTATIVE FOR FOREIGN APPLICANT>
~ is hereby appointed applicant's representative upon whom notice or process in the proceedings affecting the mark may be served ~
<NAME> Robert C. Kain, Jr.
<STREET> 750 Southeast Third Avenue, Suite 100
<CITY> Ft. Lauderdale
<STATE> FL
<ZIP CODE> 33316-1153
<FIRM NAME> Martin Fleit, Jon Gibbons, Jose Gutman, Steve Bongini
<TELEPHONE NUMBER> 954-768-9002
<FAX NUMBER> 954-768-0158

<FEE INFORMATION>
<TOTAL FEES PAID> 325
<NUMBER OF CLASSES PAID> 1
<NUMBER OF CLASSES> 1

<DEPOSIT ACCOUNT INFORMATION>
<DEPOSIT ACCOUNT NUMBER> 031231
~ The U.S. Patent and Trademark Office is hereby authorized to charge any fees or credit any overpayments to the deposit account listed above. ~
<NAME OF PERSON AUTHORIZING ACCOUNT ACTIVITY> Robert C. Kain, Jr.
<COMPANY/FIRM NAME> Robert C. Kain, P.A.

<LAW OFFICE INFORMATION>
~ The USPTO is authorized to communicate with the applicant's attorney at the below e-mail address ~
<E-MAIL ADDRESS FOR CORRESPONDENCE> ekotler@fleitkain.com

<SIGNATURE AND OTHER INFORMATION>
~ **PTO-Application Declaration**: The undersigned, being hereby warned that willful false statements and the like so made are punishable by fine or imprisonment, or both, under 18 U.S.C. §1001, and that such willful false statements may jeopardize the validity of the application or any resulting registration, declares that he/she is properly authorized to execute this application on behalf of the applicant; he/she believes the applicant to be the owner of the trademark/service mark sought to be registered, or, if the application is being filed under 15 U.S.C. §1051(b), he/she believes applicant to be entitled to use such mark in commerce; to the best of his/her knowledge and belief no other person, firm, corporation, or association has the right to use the mark in commerce, either in the identical form thereof or in such near resemblance thereto as to be likely, when used on or in connection with the goods/services of such other person, to cause confusion, or to cause mistake, or to deceive; and that all statements made of his/her own knowledge are true; and that all statements made on information and belief are believed to be true. ~

<SIGNATURE> * please sign here*

<DATE> July 17 2002

<NAME> Robert C. Kain, Jr.

<TITLE> Attorney

The information collected on this form allows the PTO to determine whether a mark may be registered on the Principal or Supplemental register, and provides notice of an applicant's claim of ownership of the mark. Responses to the request for information are required to obtain the benefit of a registration on the Principal or Supplemental register. 15 U.S.C. §§1051 et seq. and 37 C.F.R. Part 2. All information collected will be made public. Gathering and providing the information will require an estimated 12 or 18 minutes (depending if the application is based on an intent to use the mark in commerce, use of the mark in commerce, or a foreign application or registration). Please direct comments on the time needed to complete this form, and/or suggestions for reducing this burden to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, Washington D.C. 20231. Please note that the PTO may not conduct or sponsor a collection of information using a form that does not display a valid OMB control number.

Drawing Page
Date/Time Stamp: Tuesday, 07-16-2002 11:33:36 EDT

07-18-2002
U.S. Patent & TMOfc/TM Mail Rcpt Dt. #67

Applicant:
Plasticos Vandux de Colombia S.A.
Via 40 No. 79B-145 A.A. 50493
Barranquilla
Colombia

Date of First Use Anywhere: 06/01/2001
Date of First Use In Commerce: 06/01/2001

Goods and Services:
hair brush

Mark:

U.S. Patent & TMOfc/TM
76431805

FLEIT, KAIN,
GIBBONS, GUTMAN,
BONGINI & BIANCO P.L.
ATTORNEYS AT LAW

Miami • Fort Lauderdale • Boca Raton

750 Southeast Third Avenue
Suite 100
Fort Lauderdale, Florida 33316-1153
Telephone: (954) 768-9002
Toll Free: (800) 846-0900
Facsimile: (954) 768-0158
www.FocusOnIP.com

Robert O. Kain, Jr. rkain@FocusOnIP.com

March 16, 2006

VIA FEDERAL EXPRESS and regular mail

Mr. Alan Sporn
Sporette International, Inc.
18240 Harwood Avenue
Homewood, IL 60430

Re: *Plasticos Vandux de Colombia SA and Camelot Hair Care Products, LLC v. Sporette International, Inc.*
Trade Dress Infringement MARILYN TX (Tuxedo) Brush
Our Ref: 6772-05

Dear Mr. Sporn:

We represent Plasticos Vandux de Colombia SA and Camelot Hair Care Products, LLC (herein collectively "Vandux") with respect to its intellectual property and trademark matters. Vandux has recently learned that your company, Sporette International, Inc. (herein "Sporette"), is selling a brush called PROVO (herein the "PROVO brush") with the same color, same color band design (tan-black-tan), same bristle type and texture and same brush shape as Vandux' MARILYN TX (Tuxedo) Brush. In summary, your use of this product configuration (color combination, color band design, bristle shape) is a trade dress infringement since these are the identical features of the MARILYN TX brush. See side-by-side photo, enclosed.

Vandux has used this product configuration - trade dress for its MARILYN TX brush for over four (4) years and the brush is popular throughout the U.S. and off-shore markets. See Exhibit B. Your PROVO brush is identical. See photo. It is likely that consumers would confuse your PROVO brush with the MARILYN TX brush.

Because you are using an identical product configuration and design in the same channels of trade (health and beauty aid stores and departments), it is likely that your usage will create confusion in the trade. In fact, there is a distinct possibility that customer confusion has already occurred based on your use of the PROVO brush design.

EXHIBIT D

It is our opinion that your use of this brush design constitutes infringement of our client's federal trademark and trade dress rights. It is also our opinion that your use of the PROVO brush design is an act of unfair competition and is harming our client's reputation. See trade dress cases: Inwood Laboratories, Inc. v. Ives Laboratories, Inc., 456 U.S. 844, 851, n. 11, 102 S. Ct. 2182, 72 L.Ed.2d. 606 (1982); Two Pesos, Inc. v. Taco Cabana, Inc., 505 U.S. 763, 773, 112 S. Ct. 2753, 120 L. Ed. 2d. 615 (1992); Traffix Devices, Inc. v. Marketing Displays, Inc., 532 U.S. 23, 29, 121 S.Ct. 1255, 149 L.Ed.2d 164 (2001).

We demand that you immediately cease all sales of the PROVO brush. You must cease all use of PROVO brush illustrations on the Internet, on your Website, in advertisements and promotional materials. We further demand that you advise us of the following:

1. Each manner in which you have used PROVO brush illustrations, whether in ads or product brochures, on the Internet, in the U.S. and in foreign countries, in advertisements, signs, promotional materials, and the like. We demand that you send us an exemplary copy of each such use.

2. How long the PROVO brush design has been in use.

3. Your total gross sales and profits resulting from sales of the PROVO brush.

4. Any and all other individuals, parties, companies and entities involved in this trade dress infringement.

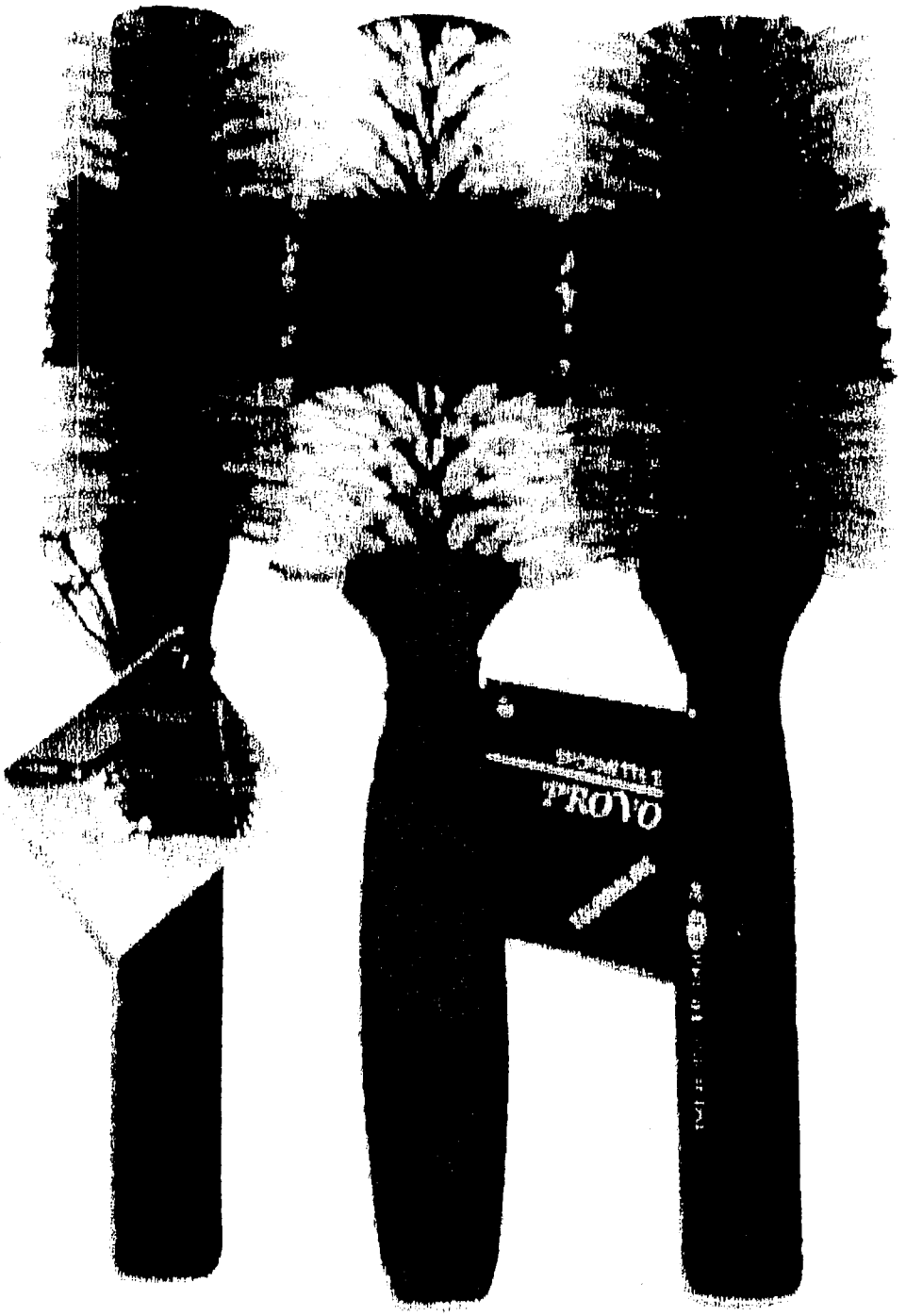
Please be advised that your activities violate federal trademark law, specifically section 43(a) of the Lanham Act (15 U.S.C. §§1114 and 1125), our client's federal common law rights to this trade dress, and the applicable state law. The importance of our client's trade dress rights cannot be overstated. This matter is of great concern to our client and we must therefore demand a complete and satisfactory response in writing no later than March 31, 2006. Lastly, if we cannot resolve this matter by that time, our client will seriously consider filing a federal lawsuit your profits from the infringement plus our client's damages (15 U.S.C. §1117), treble damages for willful infringement, and attorneys' fees, and, further, will request that the federal court find all the principals personally liable for these acts of infringement.

Sincerely,

Robert C. Kain, Jr.
For the Firm

RCK/cjp
encls.

cc: Camelot
client w/encls.


PROVO

The Marilyn™ Brush

About Us
Our Products
Order Now
What's New
Ask Marilyn
Breast Cancer Initiative
Contact Us

Tuxedo

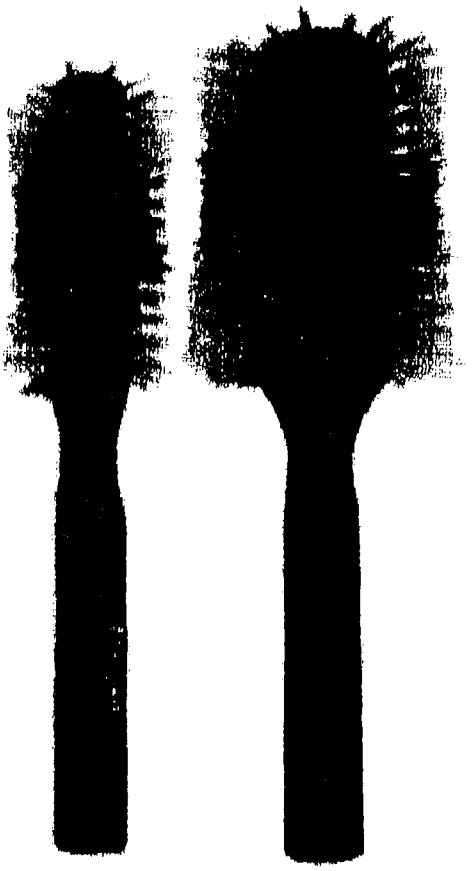
Marilyn is a new design concept in hairbrushes with a unique hourglass shape in the barrel and in the bristling area. The hourglass bristling area adapts perfectly to the shape of the head, allowing much more contact, maximum control and greater volume.

Click here to find out more!

"Now I can replace and upgrade my favorite English brush with a wonderful flat boar bristle brush that does it all at a price we can afford!"
Mickey K Platform Artist for Matrix

More C

Purchase today by filling in desired quantity below



Tuxedo round brushes

- 100% natural boar bristles
- Beautiful combination alternating black and blond boar bristles
- Triangular wood handle for a comfortable grip
- Modern up-to-date black matte handle
- Perfect for volume and body
- Dress up your space with a Tuxedo brush
- Available in three sizes:

- Item # M2225-TX is a size # 2" and the unit price is $14.94
- Item # M2235-TX is a size 2 1/2" and the unit price is $19.89
- Item # M2243-TX is a size 3" and the unit price is $22.89
- Item # M2250-TX is a size # 3 1/2" and the unit price is $24.75

Select size Quantity Add

FLEIT, KAIN,
GIBBONS, GUTMAN,
BONGINI & BIANCO P.L.
ATTORNEYS AT LAW

Miami • Fort Lauderdale • Boca Raton

750 Southeast Third Avenue
Suite 100
Fort Lauderdale, Florida 33316-1153
Telephone: (954) 768-9002
Toll Free: (800) 846-0900
Facsimile: (954) 768-0158
www.FocusOnIP.com

Robert C. Kain, Jr. rkain@FocusOnIP.com

TELEFAX COVER SHEET

DATE: March 16, 2006

TO: Alberto Lee Bigio
Anthony Parkinson

FAX NO.: 1-416-7602025
305-513-4844

FILE NO.: 6772-5

FROM: Robert C. Kain, Jr.

Fleit, Kain, Gibbons, Gutman, Bongini & Bianco, P.L.
750 Southeast Third Avenue, Suite 100
Ft. Lauderdale, FL 33316-1153

Number of Pages (including cover sheet): 6

Return Fax Number: (954) 768-0158

IF YOU DO NOT PROPERLY RECEIVE THIS FAX PLEASE CALL: (954) 768-9002

This message is intended only for the use of the individual or entity to which it is addressed, and may contain information that is privileged, confidential and exempt for disclosure under applicable law. If the reader of this message is not the intended recipient, or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone and return the original message to us at the above address via the U.S. postal service. Thank you.

FLEIT, KAIN,
GIBBONS, GUTMAN,
BONGINI & BIANCO P.L.
ATTORNEYS AT LAW

Miami • Fort Lauderdale • Boca Raton

760 Southeast Third Avenue
Suite 100
Fort Lauderdale, Florida 33316-1153
Telephone: (954) 768-9002
Toll Free: (800) 848-0000
Facsimile: (954) 768-0158
www.FocusOnIP.com

Robert C. Kain, Jr. rkain@FocusOnIP.com

March 31, 2006

VIA FACSIMILE 1-416-7602025 and 305-513-4844

Mr. Alberto Lee Biglo
Plastilos Vandux De Colombia S.A.
Via 40 No. 70B-145 A.A. 50493
Barranquilla, Colombia

Mr. Anthony Parkinson
Camelot Hair Care Products, LLC
3080 N.W. 79th Avenue
Miami, Florida 33122

Re: *Plastilos Vandux de Colombia SA and Camelot Hair Care Products, LLC*
v. Sporvette International, Inc.
Trade Dress Infringement MARILYN FX (Tuxedo) Brush
Our Ref: 6772-05

Dear Albert and Tonya:

Enclosed please find a letter from Sporvette's attorneys relative to the TUXEDO brush v. PROVO brush dispute. The firm discusses brush shape extensively but fails to address color and color combination in a meaningful way. See however, page 3, paragraphs 2-3. We think the color and color combination is the most significant issue in this matter.

In an early response letter to Sporvette's attorneys, we sought clarification that Sporvette would not change the color and color combinations of the PROVO brush.

We will keep you informed of Sporvette's response.

Sincerely,

RCK/djp
encl

Robert C. Kain, Jr.
for the Firm

RCK\DJP\HFT15\Vandux\6772-05-ltr-Parkinson-033106wpd

EXHIBIT E

EXCLUSIVE DISTRIBUTOR AGREEMENT

This is an agreement dated this 1st day of January, 2002 between Plasticos Vandux De Colombia S.A., having a place of business at Via 40 No. 79B-145 A.A. 50493, Barranquilla, Colombia (herein VANDUX) and Camelot Hair Care Products, LLC., a Florida limited liability company, having a place of business at 2080 N.W. 79th Avenue, Miami, FL 33122 (herein "Licensee").

WHEREAS VANDUX manufactures, or has manufactured for it, certain hourglass shaped brushes covered by U.S. Design Patent No. DES 436,736 (herein collectively referred to as the "Licensed Products");

WHEREAS Licensee desires to become the exclusive distributor of Licensed Products in the U.S.A.; and

WHEREAS VANDUX shall retain all patent, trademark, copyright, and trade secret rights to manufacture, develop and supplement the Licensed Products (and all know-how and associated technology rights resident therein) and such rights shall be exclusive to VANDUX;

NOW THEREFORE, in consideration of ten dollars ($10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, VANDUX and Licensee agree as follows:

1. Licensee agrees to use reasonable efforts to sell and promote the Licensed Products in the U.S.A.

2. VANDUX hereby grants a license and Licensee hereby accepts a license to distribute Licensed Products in U.S.A. VANDUX agrees that Licensee will be its sole and exclusive distributor of Licensed Products in U.S.A. VANDUX reserves all right to distribute Licensed Products outside of the U.S.A.

3. Licensee agrees to use VANDUX approved Trademarks on the Licensed Products. All use of VANDUX Trademarks inure to the benefit of VANDUX. Licensee agrees to abide by reasonable quality standards regarding the use of VANDUX approved Trademarks on Licensed Products and on all marketing materials.

4. The Parties shall place orders for the Licensed Products and fill such orders as necessary and prudent. The terms of each order shall be negotiated by the Parties. This Agreement may be terminated by either Party in its own discretion.

5. With respect to each purchase of the Licensed Product, the parties shall agree on the terms of the sale including price, delivery date, and payment.

6. VANDUX warrants that it has authority to enter into this agreement but makes no representation or warranty that the Licensed Products will not infringe any patent or other proprietary right of others. Licensee acknowledges that VANDUX is the rightful owner of the Licensed Products and agrees not to challenge the ownership or any other aspect thereof. The Licensee agrees to indemnify, hold harmless, and defend VANDUX and its officers, employees, and agents, against any and all claims, suits, losses, damage, costs, fees, and expenses including attorneys' fees arising from the commercialization and utilization of Licensed Products, including but not limited to, the using, selling,

EXHIBIT F

or exporting of products, processes, or services derived therefrom. This indemnification will include, but will not be limited to, any product liability.

7. Florida law shall govern any disputes arising from or relating to this agreement excluding Florida's conflict of interest law. Any controversy or claim arising out of or relating to this Agreement, its interpretation, performance, or termination, or the breach thereof, shall be settled by binding arbitration conducted in accordance with the commercial arbitration rules of the American Arbitration Association in effect on the date of the controversy or claim. Any such arbitration shall take place in Miami, Florida, and shall be conducted in English before a single arbitrator who shall be mutually agreed upon by the parties. In the event that the Parties cannot agree on an arbitrator, the American Arbitration Association shall assign a arbitrator for the Parties. Florida law shall govern all disputes arising under this agreement. The arbitrator shall have the power to order the attendance of witnesses and the production of relevant documents by one party for inspection and duplication by the other party prior to any hearing. The decision of the arbitrator shall be binding on the Parties. Any judgment upon the award of the arbitrator may be entered in any court having jurisdiction of the Parties and shall be enforceable. The costs of the arbitrator shall be paid equally by the parties.

8. If in connection with any claim that one party is in breach of this Agreement, the other party agrees to indemnify and reimburse the first party for all costs, attorneys fees and other expenses and damages incurred or suffered by the first party in the event such breach is proven.

9. This Agreement (a) constitutes a valid and binding obligation on the part of the parties hereto, (b) contains the entire agreement of the parties with respect to the subject matter hereof except as otherwise provided herein, (c) may be amended or modified only by the parties' mutual written consent, (d) shall not be subject to any claim of fraud, duress, deception or mistake of fact, and (e) may be enforced by any equitable remedy, including injunction, without limiting the right of a party to proceed at law for such relief as may be available.

Plasticos Vandux De Colombia S.A.

Date January 1, 2002 By _____
Alberto Biglo President

Camelot Hair Care Products, LLC

Date January 1, 2002 _____
Print name: ANTHONY PARKINSON
Title: PRESIDENT

\\Tigor\data share\ROK\CLIENTS\Vandux\Vandux-Camelot-Ex-Distrib-Agmt.wpd

FLEIT, KAIN, GIBBONS, GUTMAN & BONGINI, P.L.
ATTORNEYS AT LAW
MIAMI • FORT LAUDERDALE • BOCA RATON

750 Southeast Third Avenue
Suite 100
Fort Lauderdale, Florida 33316-1153
Telephone: (954) 768-9002
Toll Free: (800) 846-0900
Facsimile: (954) 768-0158
www.FleitKain.com
Robert C. Kain, Jr. rkain@fleitkain.com
William R. Trueba, Jr. wtrueba@fleitkain.com

TELEFAX COVER SHEET

DATE: 3-5-02

TO: Tony Alberto

FAX NO.: 305-866-5738

FILE NO.:
Re:

PLEASE SEE MESSAGE BELOW

~~FROM:~~ Robert C. Kain, Jr.

Fleit, Kain, Gibbons, Gutman & Bongini, P.L.
750 Southeast Third Avenue, Suite 100
Ft. Lauderdale, FL 33316-1153

Number of Pages (including cover sheet): 3

PLEASE SEE MESSAGE BELOW

Return Fax Number: (954) 768-0158

IF YOU DO NOT PROPERLY RECEIVE THIS FAX PLEASE CALL: (954) 768-9002

Here is the Complaint

This message is intended only for the use of the individual or entity to which it is addressed, and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If the reader of this message is not the intended recipient, or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone and return the original message to us at the above address via the U.S. postal service. Thank you.

Trademark/Service Mark Application, Principal Register

TEAS Plus Application

Serial Number: 77041103
Filing Date: 11/10/2006

NOTE: Data fields with the * are mandatory under TEAS Plus. The wording "(if applicable)" appears where the field is only mandatory under the facts of the particular application.

The table below presents the data as entered.

TEAS Plus	**YES**
MARK INFORMATION	
*MARK FILE NAME	\\TICRS\EXPORT2\IMAGEOUT2 \770\411\77041103\xml1\FT K0002.JPG
*SPECIAL FORM	YES
USPTO-GENERATED IMAGE	NO
LITERAL ELEMENT	stylized word MARILYN
*COLOR MARK	NO
*COLOR(S) CLAIMED (If applicable)	
*DESCRIPTION OF THE MARK (and Color Location, if applicable)	The mark consists of a stylized letter "I".
PIXEL COUNT ACCEPTABLE	YES
PIXEL COUNT	723 x 938
APPLICANT INFORMATION	
*OWNER OF MARK	Plasticos Vandux De Colombia S.A.
*STREET	Via 40 No. 79B-145 A.A. 50493
*CITY	Barranquilla
*COUNTRY	Colombia
AUTHORIZED TO COMMUNICATE VIA EMAIL	No
LEGAL ENTITY INFORMATION	
*TYPE	CORPORATION
*STATE/COUNTRY OF INCORPORATION	Colombia
GOODS AND/OR SERVICES AND BASIS INFORMATION	

EXHIBIT G

*INTERNATIONAL CLASS	008
*DESCRIPTION	Scissors
*FILING BASIS	SECTION 1(b)
GOODS AND/OR SERVICES AND BASIS INFORMATION	
*INTERNATIONAL CLASS	011
*DESCRIPTION	Hair dryers; Hand-held electric hair dryers
*FILING BASIS	SECTION 1(b)
ADDITIONAL STATEMENTS INFORMATION	
*TRANSLATION (if applicable)	
*TRANSLITERATION (if applicable)	
*CLAIMED PRIOR REGISTRATION (if applicable)	
*CONSENT (NAME/LIKENESS) (if applicable)	The name(s), portrait(s), and/or signature(s) shown in the mark does not identify a particular living individual.
*CONCURRENT USE CLAIM (if applicable)	
MISCELLANEOUS STATEMENT	Applicant is the manufacturer of goods sold under Registration No. 2723910 for the mark MARILYN, owned by Camelot Hair Care Products, LLC. Applicant is the current owner of the MARILYN mark to be used in connection with the goods listed in this application
ATTORNEY INFORMATION	
NAME	Robert C. Kain, Jr.
ATTORNEY DOCKET NUMBER	6772-16
FIRM NAME	Fleit, Kain, Gibbons, Gutman, Bongini & Bianco, P.L.
STREET	750 Southeast Third Avenue
INTERNAL ADDRESS	Suite 100
CITY	Ft. Lauderdale
STATE	Florida
COUNTRY	United States
ZIP/POSTAL CODE	33316
PHONE	954-768-9002
FAX	954-768-0158
EMAIL ADDRESS	ekotler@focusonip.com
AUTHORIZED TO COMMUNICATE VIA EMAIL	Yes

OTHER APPOINTED ATTORNEY	Martin Fleit, Jon Gibbons, Jose Gutman, Steve Bongini, Paul Bianco
CORRESPONDENCE INFORMATION	
*NAME	Robert C. Kain, Jr.
FIRM NAME	Fleit, Kain, Gibbons, Gutman, Bongini & Bianco, P.L.
*STREET	750 Southeast Third Avenue
INTERNAL ADDRESS	Suite 100
* CITY	Ft. Lauderdale
* STATE (Required for U.S. applicants)	Florida
* COUNTRY	United States
* ZIP/POSTAL CODE (Required for U.S. applicants only)	33316
PHONE	954-768-9002
FAX	954-768-0158
* EMAIL ADDRESS	ekotler@focusonip.com
*AUTHORIZED TO COMMUNICATE VIA EMAIL	Yes
FEE INFORMATION	
NUMBER OF CLASSES	2
FEE PER CLASS	275
TOTAL FEE DUE	550
SIGNATURE INFORMATION	
* SIGNATURE	/rck/
* SIGNATORY'S NAME	Roert C. Kain, Jr.
SIGNATORY'S POSITION	Attorney
* DATE SIGNED	11/10/2006
FILING INFORMATION SECTION	
SUBMIT DATE	Fri Nov 10 07:54:03 EST 2006
TEAS STAMP	USPTO/FTK-72.153.57.184-2 00611100754037034l7-77041 103-35054eae4ef4e36756b76 82266cd06a93ca-ET-1060-20 061110073618226621

CAMELOT HAIR CARE PRODUCTS, LLC
2080 NW 79th Avenue
Miami, FL 33121
1-800-661-7024

July 6, 2007

Alberto Bigio
Plasticos Vandux de Colombia, S.A.
Via 40 No. 79B-145 A.A. 50493
Barranquilla, Colombia

Re: Exclusive Distributor Agreement

Dear Alberto:

Pursuant to Paragraph 4 of the Exclusive Distributor Agreement between Plastico Vandux De Colombia, S.A., and Camelot Hair Care Products, LLC, entered into on January 1, 2002, and based upon the tortious actions taken by you and by Vandux to interfere with and undermine Camelot's business operations, you are hereby advised that Camelot has terminated the Agreement, effective July 6, 2007.

Vandux is no longer authorized to use the Marilyn trade mark in any manner or in any location.

You are advised to immediately cease and desist use of the Marilyn trademark, which, along with goodwill, was assigned to Camelot on March 10, 2004, by assignment recorded in the U.S. Patent and Trademark Office at Reel 002810, Frame 0737.

You are further advised that your improper and tortious actions have caused significant damage to Camelot and to the member. If you fail to take appropriate action to correct the damage you have caused, an action will be filed seeking full recovery from you personally as well as Vandux.

Sincerely yours,

CAMELOT HAIR CARE PRODUCTS, L.L.C.

By: _____
Anthony J. Parkinson, Manager

cc: Virginia P. Sherlock, Esq.

EXHIBIT H

EXCLUSIVE DISTRIBUTOR AGREEMENT

This is an agreement dated this 1st day of January, 2003 between Plantone Vandux De Colombia S.A., having a place of business at Via 40 No. 79B-145 A.A. 50409, Barranquilla, Colombia (herein VANDUX) and Camelot Hair Care Products, LLC., a Florida limited liability company, having a place of business at 2080 N.W. 79th Avenue, Miami, FL 33122 (herein "Licensee").

WHEREAS VANDUX manufactures, or has manufactured for it, certain hourglass shaped brushes covered by U.S. Design Patent No. D329 436,736 (herein collectively referred to as the "Licensed Products");

WHEREAS Licensee desires to become the exclusive distributor of Licensed Products in the U.S.A.; and

WHEREAS VANDUX shall retain all patent, trademark, copyright, and trade secret rights to manufacture, develop and supplement the Licensed Products (and all know-how and associated technology rights resident therein) and such rights shall be exclusive to VANDUX;

NOW THEREFORE, in consideration of ten dollars ($10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, VANDUX and Licensee agree as follows:

1. Licensee agrees to use reasonable efforts to sell and promote the Licensed Products in the U.S.A.

2. VANDUX hereby grants a license and Licensee hereby accepts a license to distribute Licensed Products in U.S.A. VANDUX agrees that Licensee will be its sole and exclusive distributor of Licensed Products in U.S.A. VANDUX reserves all right to distribute Licensed Products outside of the U.S.A.

3. Licensee agrees to use VANDUX approved Trademarks on the Licensed Products. All use of VANDUX Trademarks inure to the benefit of VANDUX. Licensee agrees to abide by reasonable quality standards regarding the use of VANDUX approved Trademarks on Licensed Products and on all marketing materials.

4. The Parties shall place orders for the Licensed Products and fill such orders as necessary and prudent. The terms of each order shall be negotiated by the Parties. This Agreement may be terminated by either Party in its own discretion.

5. With respect to each purchase of the Licensed Product, the parties shall agree on the terms of the sale including price, delivery date, and payment.

6. VANDUX warrants that it has authority to enter into this agreement but makes no representation or warranty that the Licensed Products will not infringe any patent or other proprietary right of others. Licensee acknowledges that VANDUX is the rightful owner of the Licensed Products and agrees not to challenge the ownership or any other aspect thereof. The Licensee agrees to indemnify, hold harmless, and defend VANDUX and its officers, employees, and agents, against any and all claims, suits, losses, damages, costs, fees, and expenses including attorneys' fees arising from the commercialization and utilization of Licensed Products, including but not limited to, the using, selling,

or exporting of products, processes, or services derived therefrom. This indemnification will include, but will not be limited to, any product liability.

7. Florida law shall govern any disputes arising from or relating to this agreement excluding Florida's conflict of interest law. Any controversy or claim arising out of or relating to this Agreement, its interpretation, performance, or termination, or the breach thereof, shall be settled by binding arbitration conducted in accordance with the commercial arbitration rules of the American Arbitration Association in effect on the date of the controversy or claim. Any such arbitration shall take place in Miami, Florida, and shall be conducted in English before a single arbitrator who shall be mutually agreed upon by the parties. In the event that the Parties cannot agree on an arbitrator, the American Arbitration Association shall assign a arbitrator for the Parties. Florida law shall govern all disputes arising under this agreement. The arbitrator shall have the power to order the attendance of witnesses and the production of relevant documents by one party for inspection and duplication by the other party prior to any hearing. The decision of the arbitrator shall be binding on the Parties. Any judgment upon the award of the arbitrator may be entered in any court having jurisdiction of the Parties and shall be enforceable. The costs of the arbitrator shall be paid equally by the parties.

8. If in connection with any claim that one party is in breach of this Agreement, the other party agrees to indemnify and reimburse the first party for all costs, attorneys fees and other expenses and damages incurred or suffered by the first party in the event such breach is proven.

9. This Agreement (a) constitutes a valid and binding obligation on the part of the parties hereto, (b) contains the entire agreement of the parties with respect to the subject matter hereof except as otherwise provided herein, (c) may be amended or modified only by the parties' mutual written consent, (d) shall not be subject to any claim of fraud, duress, deception or mistake of fact, and (e) may be enforced by any equitable remedy, including injunction, without limiting the right of a party to proceed at law for such relief as may be available.

Date January 1, 2002

Planting Fields De Colombia S.A.

By _____

Alberto Higle President

Date January 1, 2002

Camelot Hair Care Products, LLC

By _____

Print name: Anthony Pellegrino

Title: President

FLEIT, KAIN,
GIBBONS, GUTMAN,
BONGINI & BIANCO P.L.
ATTORNEYS AT LAW

Miami • Fort Lauderdale • Boca Raton

750 Southeast Third Avenue
Suite 100
Fort Lauderdale, Florida 33316-1153
Telephone: (954) 768-9002
Toll Free: (800) 848-0900
Facsimile: (954) 768-0158
www.FocusOnIP.com

Robert G. Kain, Jr. rkain@FocusOnIP.com

June 13, 2007
Via email asia @wessen.com only to Hong Tong; email usa @wessen.com and mail to U.S.

WESSEN INDUSTRIES LIMITED
UNITS 15-18, 8TH Floor, Nan Fung Commercial Centre
No. 19 Lam Lok Street
Kowloon, Hong Kong Tel.
attn: Thomas Su; Ivonne

WESSEN INDUSTRIES (U.S.A.) INC.
P.O.Box 486
Alameda, CA 94501

Re: Vandux Patents and Trademarks
U.S. Patent No. 6,739,016; U.S. Patent No. 7,210,186
U.S. Patent No. Des 436,736; U.S. Trademark Reg. No. 2,723,910
Our Ref: 6772.11

Dear Sirs:

We represent Plasticos Vandux De Colombia S.A. ("Vandux") with respect to its intellectual property, namely, its patents and trademarks. Please be advise that Vandux owns the following patents: U.S. Patent No. 6,739,016 for Hair Brush; U.S. Patent No. 7,210,186 for Hair Brush; U.S. Patent No. Des 436,736 for Hair Brush (copies enclosed) and has superior rights to the MARILYN trademark, U.S. Trademark Reg. No. 2,723,910.

Vandux has some information that your company may have some interest in brushes of this type. Please be advised that Vandux respects the intellectual property rights of its competitors and, in return, expects that others in the beauty industry will respect Vandux' rights.

If you have any questions relative to the captioned patents, please call our office.

Sincerely,

Robert G. Kain, Jr.
for the Firm

/rgk

encl.

F:\RGK\WORD\TSV\vandux\6772-11.ltr.RGK to Wessen.061307.wpd

EXHIBIT I

-----Original Message-----
From: anthony parkinson [mailto:tony@themarilynbrush.com]
Sent: Friday, April 27, 2007 3:43 PM
To: 'Robert Kain'; 'Eros Chen'
Cc: 'Littman, Sherlock & Heims, P.A.'
Subject: RE: Domain name of the Marilyn brush....in China

Dear Mr Chen ...

Mr Kain is incorrect in his assumption that Vandux owns the Marilyn Trademark - what he is referring to is the US patent ...

The US Registered trademark was assigned by Mr Kain on March 4 , 2004 And recorded on March 10th at reel 002810 frame 0737 in the trademark office.

The US trademark owned by Camelot Hair Care products, LLC is US REG No 2,723,910.....

I will be emailing the assignment to you for your records...

Thank you again Mr Chen for bringing this to our attention...

Very Truly yours...

Anthony J Parkinson

Vicarage Jaguar - Racing & Restoration of Classic Jaguars
(772) 225 - 7038
fax (772) 225 7669
http://www.vicarage-jaguar.com

Camelot - The Marilyn Brush
(305) 513 4840
800 561 7024
fax (305) 513 4844
http://www.themarilynbrush.com

EXHIBIT J

-----Original Message-----
From: Robert Kain [mailto:rkain@focusonip.com]
Sent: Friday, April 27, 2007 3:31 PM
To: tony@themarilynbrush.com; Eros Chen
Cc: Littman, Sherlock & Heims, P.A.
Subject: RE: Domain name of the marilyn brush....in China

Dear Mr. Chen:

Our law firm represents Vandux, the owner of the MARILYN trademark used in connection with hair brushes. See the enclosed U.S. Registration and the Exclusive Distributor Agreement. We DO NOT grant any rights to others to use the Internet domain themarilynbrush. In the event the domain is used to sell any type of hair products, we will initiate ICANN litigation to cease the domain.

Robert C.Kain, Jr., Esq.
www-FocusOnIP.com

Attorneys for Vandux

-----Original Message-----
From: anthony parkinson [mailto:tony@themarilynbrush.com]
Sent: Friday, April 27, 2007 7:08 AM
To: 'Eros Chen'
Cc: Robert Kain; 'Littman, Sherlock & Heims, P.A.'
Subject: RE: Domain name of the marilyn brush....in China

Mr Chen....
No one other than Camelot HAIR CARE IS AUTHORIZED TO USE THE Registered trade mark of Marilyn or the Marilyn brush domain name....
Vandux is allowed to use the name but not its assigns or successors...
Please advise if Yinls has purchased Vandux...

Yinly Company is not authorized to register the name and we would be grateful if you could advise who we need to speak with to stop This illegal action....

Thank you for informing us...

Anthony J Parkinson

Vicarage Jaguar - Racing & Restoration of Classic Jaguars
(772) 225 - 7038
fax (772) 225 7669
http://www.vicarage-jaguar.com

Camelot - The Marilyn Brush
(305) 513 4840
800 561 7024
fax (305) 513 4844
http://www.themarilynbrush.com

-----Original Message-----
From: Eros Chen [mailto:eros.chen@govnic.org.cn]
Sent: Thursday, April 26, 2007 5:01 AM
To: info
Subject: Domain name of

Dear CEO,

We are the domain name registration organization in China,which mainly deal with international company□ in china.We have something important need to confirm with your company.For now Yinly company apply to register□ hemarilynbrush□s
Internet brand name and Chinese domain name, which involve internet intellectual property right of your company.We hope to get the affirmation of your company.If there is any question, please let someone in your company

who is responsible for trademark or Intellectual property right contact us freely ASAP, the best way, pls telephone us directly.

Kind regards,

Eros Chen

-

SQL
TEL:0086-21-51750312 ext 0329 Mobile:0086-13611918300
FAX:0086-21-51750301
MSN:chenshengchun_1@163.com
Skype:beyound.chen
Website: http://www.govnic.org.cn

Trademark/Service Mark Application, Principal Register

TEAS Plus Application

Serial Number: 77185741
Filing Date: 05/21/2007

*NOTE: Data fields with the * are mandatory under TEAS Plus. The wording "(if applicable)" appears where the field is only mandatory under the facts of the particular application.*

The table below presents the data as entered.

TEAS Plus	YES
MARK INFORMATION	
*MARK	MARILYN
*STANDARD CHARACTERS	YES
USPTO-GENERATED IMAGE	YES
LITERAL ELEMENT	MARILYN
*MARK STATEMENT	The mark consists of standard characters, without claim to any particular font, style, size, or color.
APPLICANT INFORMATION	
*OWNER OF MARK	Plasticos Vandux De Colombia
*STREET	Via 40 No. 79B-145 A.A. 50943
*CITY	Barranquilla
*COUNTRY	Colombia
AUTHORIZED TO COMMUNICATE VIA EMAIL	No
LEGAL ENTITY INFORMATION	
*TYPE	CORPORATION
*STATE/COUNTRY OF INCORPORATION	Colombia
GOODS AND/OR SERVICES AND BASIS INFORMATION	
*INTERNATIONAL CLASS	021
*FIRST USE ANYWHERE DATE	At least as early as 06/01/2001
*FIRST USE IN COMMERCE DATE	At least as early as 06/01/2001
*DESCRIPTION	Hair brushes
*FILING BASIS	SECTION 1(a)

EXHIBIT K

*FIRST USE ANYWHERE DATE	At least as early as 06/01/2001
*FIRST USE IN COMMERCE DATE	At least as early as 06/01/2001
SPECIMEN FILE NAME(S)	\\TICRS2\EXPORT13\771\857 \77185741\xml1\FTK0003.JP G
SPECIMEN DESCRIPTION	Hang Tag attached to goods
ADDITIONAL STATEMENTS INFORMATION	
*TRANSLATION (if applicable)	
*TRANSLITERATION (if applicable)	
*CLAIMED PRIOR REGISTRATION (if applicable)	The applicant claims ownership of U.S. Registration Number(s) 2723910.
*CONSENT (NAME/LIKENESS) (if applicable)	The name(s), portrait(s), and/or signature(s) shown in the mark does not identify a particular living individual.
*CONCURRENT USE CLAIM (if applicable)	
MISCELLANEOUS STATEMENT	Used by a related company: Camelot Hair Care Products, LLC, a Florida Limited Liability Co., under an exclusive distributorship agreement.
ATTORNEY INFORMATION	
NAME	Robert C. Kain, Jr.
ATTORNEY DOCKET NUMBER	6772-19
FIRM NAME	Fleit, Kain, Gibbons, Gutman, Bongini & Bianco P.L.
STREET	750 Southeast Third Avenue
INTERNAL ADDRESS	Suite 100
CITY	Ft. Lauderdale
STATE	Florida
COUNTRY	United States
ZIP/POSTAL CODE	33316
PHONE	954-768-9002
FAX	954-768-0158
EMAIL ADDRESS	ekotler@focusonip.com
AUTHORIZED TO COMMUNICATE VIA EMAIL	Yes
OTHER APPOINTED ATTORNEY	Martin Fleit, Jon Gibbons, Jose Gutman, Steve Bongini, Paul Bianco
CORRESPONDENCE INFORMATION	
*NAME	Robert C. Kain, Jr.
FIRM NAME	Fleit, Kain, Gibbons, Gutman, Bongini & Bianco P.L.

*STREET	750 Southeast Third Avenue
INTERNAL ADDRESS	Suite 100
* CITY	Ft. Lauderdale
* STATE (Required for U.S. applicants)	Florida
* COUNTRY	United States
* ZIP/POSTAL CODE (Required for U.S. applicants only)	33316
PHONE	954-768-9002
FAX	954-768-0158
* EMAIL ADDRESS	ekotler@focusonip.com
*AUTHORIZED TO COMMUNICATE VIA EMAIL	Yes
FEE INFORMATION	
NUMBER OF CLASSES	1
FEE PER CLASS	275
TOTAL FEE DUE	275
SIGNATURE INFORMATION	
* SIGNATURE	/rck/
* SIGNATORY'S NAME	Robert C. Kain, Jr.
SIGNATORY'S POSITION	attorney
* DATE SIGNED	05/21/2007
FILING INFORMATION SECTION	
SUBMIT DATE	Mon May 21 11:26:49 EDT 2007
TEAS STAMP	USPTO/FTK-74.164.111.208-20070521112649630238-77185741-370a021ae24b4ccae82867b34e7c836edf-DA-3734-20070521110614777409

Trademark/Service Mark Application, Principal Register

TEAS Plus Application

Serial Number: 77185741
Filing Date: 05/21/2007

To the Commissioner for Trademarks:

MARK: MARILYN (Standard Characters, see mark)

The literal element of the mark cons.sts of MARILYN. The mark consists of standard characters, without claim to any particular font, style, size, or color.

The applicant, Plasticos Vandux De Colombia, a corporation of Colombia, having an address of Via 40 No. 79B-145 A.A. 50943, Barranquilla, Colombia, requests registration of the trademark/service mark identified above in the United States Patent and Trademark Office on the Principal Register established by the Act of July 5, 1946 (15 U.S.C. Section 1051 et seq.), as amended.

For specific filing basis information for each item, you must view the display within the Input Table.

International Class 021: Hair brushes

If the applicant is filing under Section 1(b), intent to use, the applicant declares that it has a bona fide intention to use or use through the applicant's related company or licensee the mark in commerce on or in connection with the identified goods and/or services. 15 U.S.C. Section 1051(b), as amended.

If the applicant is filing under Section 1(a), actual use in commerce, the applicant declares that it is using the mark in commerce, or the applicant's related company or licensee is using the mark in commerce, on or in connection with the identified goods and/or services. 15 U.S.C. Section 1051(a), as amended.

If the applicant is filing under Section 44(d), priority based on foreign application, the applicant declares that it has a bona fide intention to use the mark in commerce on or in connection with the identified goods and/or services, and asserts a claim of priority based on a specified foreign application(s). 15 U.S.C. Section 1126(d), as amended.

If the applicant is filing under Section 44(e), foreign registration, the applicant declares that it has a bona fide intention to use the mark in commerce on or in connection with the identified goods and/or services, and submits a copy of the supporting foreign registration(s), and translation thereof, if appropriate. 15 U. S.C. Section 1126(e), as amended.

The applicant claims ownership of U.S. Registration Number(s) 2723910.

The name(s), portrait(s), and/or signature(s) shown in the mark does not identify a particular living individual.

Used by a related company: Camelot Hair Care Products, LLC, a Florida Limited Liability Co., under an exclusive distributorship agreement.

The applicant hereby appoints Robert C. Kain, Jr. and Martin Fleit, Jon Gibbons, Jose Gutman, Steve Bongini, Paul Bianco of Fleit, Kain, Gibbons, Gutman, Bongini & Bianco P.L., Suite 100, 750 Southeast Third Avenue, Ft. Lauderdale, Florida, United States, 33316 to submit this application on behalf of the applicant. The attorney docket/reference number is 6772-19.

Correspondence Information:

Robert C. Kain, Jr.
Suite 100
750 Southeast Third Avenue
Ft. Lauderdale, Florida 33316
954-768-9002(phone)
954-768-0158(fax)
ekotler@focusonip.com (authorized)

A fee payment in the amount of $275 will be submitted with the application, representing payment for 1 class(es).

Declaration

The undersigned, being hereby warned that willful false statements and the like so made are punishable by fine or imprisonment, or both, under 18 U.S.C. Section 1001, and that such willful false statements, and the like, may jeopardize the validity of the application or any resulting registration, declares that he/she is properly authorized to execute this application on behalf of the applicant; he/she believes the applicant to be the owner of the trademark/service mark sought to be registered, or, if the application is being filed under 15 U.S.C. Section 1051(b), he/she believes applicant to be entitled to use such mark in commerce; to the best of his/her knowledge and belief no other person, firm, corporation, or association has the right to use the mark in commerce, either in the identical form thereof or in such near resemblance thereto as to be likely, when used on or in connection with the goods/services of such other person, to cause confusion, or to cause mistake, or to deceive; and that all statements made of his/her own knowledge are true; and that all statements made on information and belief are believed to be true.

Signature: /rck/ Date: 05/21/2007
Signatory's Name: Robert C. Kain, Jr.

Signatory's Position: attorney
RAM Sale Number: 3734
RAM Accounting Date: 05/21/2007
Serial Number: 77185741
Internet Transmission Date: Mon May 21 11:26:49 EDT 2007
TEAS Stamp: USPTO/FTK-74.164.111.208-200705211126496
30238-77185741-370a021ae24b4ccae82867b34
e7c836edf-DA-3734-20070521110614777409

MARILYN

Trademark/Service Mark Application, Principal Register

TEAS Plus Application

Serial Number: 77185760
Filing Date: 05/21/2007

NOTE: Data fields with the * are mandatory under TEAS Plus. The wording "(if applicable)" appears where the field is only mandatory under the facts of the particular application.

The table below presents the data as entered.

TEAS Plus	**YES**
MARK INFORMATION	
*MARK FILE NAME	\\TICRS2\EXPORT13\771\857 \77185760\xml1\FTK0002.JP G
*SPECIAL FORM	YES
USPTO-GENERATED IMAGE	NO
LITERAL ELEMENT	Marilyn
*COLOR MARK	NO
*COLOR(S) CLAIMED (If applicable)	
*DESCRIPTION OF THE MARK (and Color Location, if applicable)	The mark consists of The word Marilyn with a stylized letter "i". .
PIXEL COUNT ACCEPTABLE	YES
PIXEL COUNT	723 x 938
APPLICANT INFORMATION	
*OWNER OF MARK	Plasticos Vandux De Colombia S.A.
*STREET	Via 40 No. 79B-145 A.A. 50493
*CITY	Barranquilla
*COUNTRY	Colombia
AUTHORIZED TO COMMUNICATE VIA EMAIL	No
LEGAL ENTITY INFORMATION	
*TYPE	CORPORATION
*STATE/COUNTRY OF INCORPORATION	Colombia
GOODS AND/OR SERVICES AND BASIS INFORMATION	

EXHIBIT L

*INTERNATIONAL CLASS	021
*FIRST USE ANYWHERE DATE	At least as early as 06/01/2001
*FIRST USE IN COMMERCE DATE	At least as early as 06/01/2001
*DESCRIPTION	Hair brushes
*FILING BASIS	SECTION 1(a)
*FIRST USE ANYWHERE DATE	At least as early as 06/01/2001
*FIRST USE IN COMMERCE DATE	At least as early as 06/01/2001
SPECIMEN FILE NAME(S)	\\TICRS2\EXPORT13\771\857 \77185760\xml1\FTK0003.JP G
SPECIMEN DESCRIPTION	Hang Tags affixed to the goods
ADDITIONAL STATEMENTS INFORMATION	
*TRANSLATION (if applicable)	
*TRANSLITERATION (if applicable)	
*CLAIMED PRIOR REGISTRATION (if applicable)	The applicant claims ownership of U.S. Registration Number(s) 2723910.
*CONSENT (NAME/LIKENESS) (if applicable)	The name(s), portrait(s), and/or signature(s) shown in the mark does not identify a particular living individual.
*CONCURRENT USE CLAIM (if applicable)	
MISCELLANEOUS STATEMENT	Used by a related company: Camelot Hair Care Products, LLA, a Florida Limited Liability Co., under an exlcusive distributorship agreement.
ATTORNEY INFORMATION	
NAME	Robert C. Kain, Jr.
ATTORNEY DOCKET NUMBER	6772-20
FIRM NAME	Fleit, Kain, Gibbons, Gutman, Bongini & Bianco P.L.
STREET	750 Southeast Third Avenue
INTERNAL ADDRESS	Suite 100
CITY	Ft. Lauderdale
STATE	Florida
COUNTRY	United States
ZIP/POSTAL CODE	33316
PHONE	954-768-9002
FAX	954-768-0158
EMAIL ADDRESS	ekotler@focusonip.com

AUTHORIZED TO COMMUNICATE VIA EMAIL	Yes
OTHER APPOINTED ATTORNEY	Martin Fleit, Jon Gibbons, Jose Gutman, Steve Bongini, Paul Bianco
CORRESPONDENCE INFORMATION	
*NAME	Robert C. Kain, Jr.
FIRM NAME	Fleit, Kain, Gibbons, Gutman, Bongini & Bianco P.L.
*STREET	750 Southeast Third Avenue
INTERNAL ADDRESS	Suite 100
* CITY	Ft. Lauderdale
* STATE (Required for U.S. applicants)	Florida
* COUNTRY	United States
* ZIP/POSTAL CODE (Required for U.S. applicants only)	33316
PHONE	954-768-9002
FAX	954-768-0158
* EMAIL ADDRESS	ekotler@focusonip.com
*AUTHORIZED TO COMMUNICATE VIA EMAIL	Yes
FEE INFORMATION	
NUMBER OF CLASSES	1
FEE PER CLASS	275
TOTAL FEE DUE	275
SIGNATURE INFORMATION	
* SIGNATURE	/rck/
* SIGNATORY'S NAME	Robert C. Kain, Jr.
SIGNATORY'S POSITION	attorney
* DATE SIGNED	05/21/2007
FILING INFORMATION SECTION	
SUBMIT DATE	Mon May 21 11:46:41 EDT 2007
TEAS STAMP	USPTO/FTK-74.164.111.208-20070521114641574324-7718 5760-370e7f975993fb27b9cc 4596859733cd3-DA-3927-200 70521112932620198

Marilyn

From: anthony parkinson [mailto:vicarage@comcast.net]
Sent: Wednesday, October 10, 2007 5:39 PM
To: 'Kevin Barrett'
Cc: 'Mike Nave'
Subject: RE: Marilyn and Fromm update

Kevin,
I have been completing the logistics related to our alternative sourcing which is beginning to arrive next month, and so I
have been unable to respond to your email until now.

My first reaction to our conversation was what exactly were you all thinking by calling on Mr Kain. Unfortunately the only result
of that effort was to have you included in the lawsuit. Please ask Kevin J to keep fresh in his mind the discussion he had with Mr Kain.
You made it quite clear that the extensive activity at USPTO and the conversation with Kain has lead you to substantially reduce your interest in the
purchase of Marilyn.

Interestingly enough, I did NOT state that I was the "acting manager" ; that term you would have only gotten from Mr Kain. I stated and I am so identified in the
operating agreement that I am the Manager and nothing more or less. To say that I said I was the acting manager is a lie. I am not quite sure
what purpose would be served by lying, but that will surely come out later.

You did share with me that you golfed with Mike Tokarz and that he was concerned about Marilyn not shipping yet (and that your product was doing fine),
and you mentioned that Maly's Mike Seizor asked you to make a Marilyn brush but that you did not take up his offer at this time. All of these kinds of conversations on your
part have been detrimental to the operation of my business, and therefore, I suggest that you stop immediately trying to depreciate what I have built
up over 5 years time.

Perhaps your lawyers have gotten a hold of you as well they should, but the statement that you remain highly interested in a deal is patently false, and has been for some
time. I am not going to recite the obvious as it is all there in black and white.

EXHIBIT M

With not much more to say between us, and it is a shame that you could not have been more honest – only the weak are dishonest- you can stop the charade and
we will all get on with what we need to do.
All the best
tony

Anthony J Parkinson

Vicarage Jaguar - Racing & Restoration of Classic Jaguars
(772) 225 - 7038
fax (772) 225 7669
http://www.vicarage-jaguar.com/

Camelot - The Marilyn Brush
(305) 513 4840
800 561 7024
fax (305) 513 4844
http://www.themarilynbrush.com/

From: Kevin Barrett [mailto:kbarrett@frommonline.com]
Sent: Thursday, October 04, 2007 10:29 AM
To: vicarage@comcast.net
Cc: Mike Nave; Pat Leonard; Kevin Johnson; Ed Simon
Subject: Marilyn and fromm update

Hi Tony,

Thanks for taking the time today. We agreed to wait until some of your legal issued are able to be cleared up and shared.

Our issues:

1. Both Camelot and Vandux are filing USPTO docs and fighting for the Marilyn name in beauty categories. This will likely continue unless there is real resolution. You agreed to provide resolutions in writing when available.
2. Fromm does not know who owns Camelot. You stated that you are the acting manager. Fromm needs to know who owns Camelot to clearly understand the risk of buying the brand name from Camelot. You mentioned that Rosita owns 50% and she transferred ownership to Crown Enterprises.

We remain highly interested but need a clean deal. Let me know how I can help.

Thanks,

Kevin Barrett
Fromm International
V. P. of Sales
-mailto:-kbarrett@frommonline.com

1-800-211-7084 ext 150
fax 847-498-8213
www.frommonline.com

No virus found in this incoming message.
Checked by AVG Free Edition.
Version: 7.5.488 / Virus Database: 269.14.0/1049 - Release Date: 10/4/2007 8:59 AM

No virus found in this outgoing message.
Checked by AVG Free Edition.
Version: 7.5.488 / Virus Database: 269.14.6/1061 - Release Date: 10/10/2007 8:43 AM

No virus found in this outgoing message.
Checked by AVG Free Edition.
Version: 7.5.488 / Virus Database: 269.14.8/1063 - Release Date: 10/11/2007 9:11 AM

Subj: **deal falls apart**
Date: 10/11/2007 4:01:03 PM Eastern Daylight Time

Anthony J Parkinson

Vicarage Jaguar - Racing & Restoration of Classic Jaguars
(772) 225 - 7038
fax (772) 225 7669
http://www.vicarage-jaguar.com/

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Sent: Thursday, October 04, 2007 10:29 AM
To: vicarage@comcast.net
Cc: Mike Nave; Pat Leonard; Kevin Johnson; Ed Simon
Subject: Marilyn and fromm update

Hi Tony,

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We remain highly interested but need a clean deal. Let me know how I can help.

Thanks,

Kevin Barrett
Fromm International
V. P. of Sales

From: Mike Nave [mailto:Mike@BeautyIndustryReport.com]
Sent: Friday, September 28, 2007 5:55 PM
To: vicarage@comcast.net
Subject: RE: there is no more written proof ----

Dear Tony:

I just sent Kevin an email with a copy to you point blank telling him to put in writing specifically what he needs. Hopefully this will either get him in action or let's stop wasting time and contact Newell.

Regards,

Mike

Mike Nave
PBD/BIR, Inc.
22287 Mulholland Hwy, Ste 403
Calabasas, CA 91302-5157

Tel: 818-225-8353
Fax: 818-222-7828
Cell: 310-614-9880

From: anthony parkinson [mailto:vicarage@comcast.net]
Sent: Friday, September 28, 2007 2:39 PM
To: 'Mike Nave'
Subject: there is no more written proof ----

Mike,
I don't think you get it -- there is no more or better written proof than the what

has been provided....

Kevin has another agenda... and either he comes clean or we stop here
tony

Anthony J Parkinson

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From: Mike Nave [mailto:Mike@BeautyIndustryReport.com]
Sent: Friday, September 28, 2007 11:43 AM
To: vicarage@comcast.net
Subject: RE: Your comments have not been helpful or constructive....

Dear Tony:

I am shocked, that you have taken my remarks as negative. I have worked with you for close to five year and you are right I am not just a paid person I consider myself as your friend. And over the years I have seen you say and do things that have not been in your or Marilyn's best interest due to your sometimes level of impatience.

Maybe my words were not right but the bottom line is I am trying to keep you focused on what it is you want, which I thought was to make a deal with a company acquire your business and give you an opportunity to cash out and work with an organization that has the capability to grow the brand.

From your comments and my assessment Fromm is meets these qualifications.

I got from his communication to you that Kevin is not only adamant, but clear in that he needs written proof regarding ownership of Camelot and the Marilyn trademark . My purpose in writing you was to get you to get that. If my communication ruffled your features I do apologize.

Tony the bottom line is that instead of sending off a blistering email just pick up the phone and not only call me after all isn't that what friends do, but more importantly pick up the phone call Kevin and deal with what he needs or thinks he needs regarding his email. Give him what he wants so you get what you want.

Best

Mike

Mike Nave
PBD/BIR, Inc.
22287 Mulholland Hwy, Ste 403
Calabasas, CA 91302-5157

Tel: 818-225-8353
Fax: 818-222-7828
Cell: 310-614-9880

From: anthony parkinson [mailto:vicarage@comcast.net]
Sent: Friday, September 28, 2007 8:25 AM
To: 'Mike Nave'
Subject: Your comments have not been helpful or constructive....

Mike,
To be perfectly frank, your conduct in this dialogue has been of no value whatsoever and in fact may have hurt the
negotiations. I do not know what you and Kevin discussed and I should be privy to that conversation in its entirety. It is my belief that you have conveniently left out part of its contents.

You have little or no idea what game Kevin is playing in regard to the Trademark. How dare you accuse me of the rubbish you wrote ....
How dare you suggest that I do not know what I am doing or regurgitate what I have always explained to you about how a deal gets done – that is a good
deal for both parties. It is clear you are NOT working for Camelot's best interest but rather for your fee. Review your emails as if you were the client and
see how you find the content of "your paid agent"

Kevin has for his own reasons – and we believe we know what they are- refused to acknowledge with complete nonchalance that the information provided to him
is irrefutable in regard to the trademark – this is Kevin's game and you are either a part of it or you can't see it....
There is no other information which can be provided.. are you dense or what?

Now as you see from the latest email traffic he has refused to identify what it is that is "concerning" him about the trademark.. so what could it be if the USPTO
And US customs know – why is he being so obstreperous.....

Don't give me this war and battle stuff, no one knows it better than me – if there is a way to bring Alberto to the table I will find it, if there isn't it will not happen.
Legal action is being filed as we speak in Colombia and in Florida ..... and don't give me this legal BS, no one knows better than the one who pays the bills...

I feel you have done a great disservice to Camelot and you need to review how you will handle instructions in future... Yes, you are a friend and I am speaking to you as a friend..
We have had these disagreements in the past and should we continue to be involved together we will probably have them in future.
Thanks
tony

Anthony J Parkinson

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From: Mike Nave [mailto:Mike@BeautyIndustryReport.com]
Sent: Thursday, September 27, 2007 11:20 AM
To: vicarage@comcast.net
Subject: additional comments to Kevin's email

Dear Tony:

If a deal doesn't get made between you and Fromm because you can not get what you consider a fair price or the terms aren't right that's just part of life and a deal with Fromm wasn't meant to be. In the deals that I have been involved with that closed, it was because it was a good deal for both buyer and seller. And in many instances a deal intimately fails because it did not give both parties what they needed.

It is clear to me and should be to you that Kevin and Fromm are being very direct about getting the written validation on the trade mark and company ownership and it's critical to them and that if you do not quickly provide this information they will terminate the negotiations, which in my opinion would be a shame since it has nothing to do with valuation or terms of a potential deal that would give you what you want. It's also apparent that with your and Alberto problems it might be better to "lose the battle," but win the "war."

Tony the bottom line as we discussed Fromm offers the best upside potential of the target companies we have on our short list. My notion is that the information Kevin is requesting would come up again when talking with other buyers who was doing their due diligence.

Best

Make

Mike Nave
PBD/BIR, Inc.
22287 Mulholland Hwy, Ste 403
Calabasas, CA 91302-5157

Tel: 818-225-8353
Fax: 818-222-7828

From: anthony parkinson [mailto:vicarage@comcast.net]
Sent: Friday, September 28, 2007 8:49 AM
To: 'Kevin Barrett'
Cc: 'Mike Nave'
Subject: RE: Marilyn- next step...

Kevin,
I will be happy to do so following your reply to my earlier enquiry. For your reference, the question is what documents, information, belief, or otherwise are you relying on to refute the fact that Camelot owns the Marilyn trademark...

As I mentioned earlier, I thought this had been reviewed and accepted by yourselves..... as it continues to be an open item it needs to be resolved between before going any further – I do not want to get close to an agreement as I thought we were and then have you bring this up again as you have done...

I hope this is clear....
Thanks
tony

Anthony J Parkinson

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http://www.themarilynbrush.com/

From: Kevin Barrett [mailto:kbarrett@frommonline.com]
Sent: Friday, September 28, 2007 8:37 AM
To: Marilyn-Parkinson, Tony

Cc: Mike Nave
Subject: RE: Marilyn- next step...

Hi Tony,

Thanks for continuing to clarify your position on the ownership of the Marilyn trade name.

Please re-read point 2 and 3 and offer a complete answer to these issues.

Take care,

Kevin Barrett

From: anthony parkinson [mailto:vicarage@comcast.net]
Sent: Friday, September 28, 2007 6:55 AM
To: Kevin Barrett
Cc: 'Mike Nave'
Subject: Marilyn- next step...

Kevin,
Let's start with point 2. I find it quite extraordinary that following your receipt of the pages and references from the USPTO which state unequivocally that Camelot is the owner of the trademark, you continue to put forward this question. The implication is, of course, that I am lying and that kind of posturing is unhelpful in these discussions if, indeed, point 1 is to be taken seriously.... perhaps you are unsophisticated in these matters.

1- There is no other document that we have or know about which could even remotely suggest that anyone else owns the trademark. You are invited to make known as I have asked you in the past what you may be relying upon to suggest that the USPTO documents are not correct.

2- There are 4 law firms working for us each of whom is equally convinced that the USPTO documents together with all the recent activity in this regard at USPTO confirm beyond a shadow of a doubt that Camelot is the registered owner of the Trademark. Two of the law firms are US trademark counsel, one is our own attorneys, and the fourth is one of the most highly respected firms in Bogotá, Colombia who deal in these matters.

3- You are also advised hereby that we – Camelot- have filed our documents with US Customs as the owner of the Marilyn trademark. This filing has been done to allow seizure by Customs of any goods entering the United States from anyone other than our approved supplier list.

In order for us to move forward I will need to review what it is which seems to convince you that Marilyn is not the registered owner of the trademark.
I look forward to your earliest reply,
tony

Anthony J Parkinson

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http://www.themarilynbrush.com/

From: Kevin Barrett [mailto:kbarrett@frommonline.com]
Sent: Wednesday, September 26, 2007 5:11 PM
To: vicarage@comcast.net
Cc: Mike Nave
Subject: Fromm next steps 9_26_07

Hi Tony,

After consulting with my team and Mike Nave, it is best to clearly communicate a few key points:

1. Fromm is highly interested in purchasing and growing the Marilyn name.
2. We need you to clearly and specifically communicate who owns Camelot and who owns the Marilyn name.
3. Building a plan with Vandux and Marilyn is the best solution. All other solutions decrease the current and future value of your company.
4. Unsolicited feedback in the market shows great unrest with distributors, your customers. This disruption of business decreases the present and future value of your company.

We are not working on a counter proposal until we understand ownership.

I hope this helps move you to action. Let's slow down on future " fun" strategy discussions and focus on our current reality.

Thanks,

Kevin Barrett
Fromm International
V. P. of Sales
-mailto:-kbarrett@frommonline.com
1-800-211-7084 ext 150
fax 847-498-8213
www.frommonline.com

No virus found in this incoming message.
Checked by AVG Free Edition.
Version: 7.5.488 / Virus Database: 269.13.30/1030 - Release Date: 9/25/2007 8:02 AM

From: Kevin Barrett [mailto:kbarrett@frommonline.com]
Sent: Wednesday, September 26, 2007 5:11 PM
To: vicarage@comcast.net
Cc: Mike Nave
Subject: Fromm next steps 9_26_07

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After consulting with my team and Mike Nave, it is best to clearly communicate a few key points:

1. Fromm is highly interested in purchasing and growing the Marilyn name.
2. We need you to clearly and specifically communicate who owns Camelot and who owns the Marilyn name.
3. Building a plan with Vandux and Marilyn is the best solution. All other solutions decrease the current and future value of your company.
4. Unsolicited feedback in the market shows great unrest with distributors, your customers. This disruption of business decreases the present and future value of your company.

We are not working on a counter proposal until we understand ownership.

I hope this helps move you to action. Let's slow down on future " fun" strategy discussions and focus on our current reality.

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V. P. of Sales
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fax 847-498-8213
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No virus found in this incoming message.
Checked by AVG Free Edition.
Version: 7.5.488 / Virus Database: 269.13.30/1030 - Release Date: 9/25/2007 8:02 AM

No virus found in this outgoing message.
Checked by AVG Free Edition.
Version: 7.5.488 / Virus Database: 269.14.8/1063 - Release Date: 10/11/2007 9:11 AM

From: Kevin Barrett [mailto:kbarrett@frommonline.com]
Sent: Saturday, September 15, 2007 10:31 PM
To: vicarage@comcast.net
Cc: Kevin Barrett
Subject: Camelot business offer 9_15_07

Hi Tony,

I am excited to speak with you about the purchase of the Camelot Hair Care Company and the Marrilyn Brush name. We want to work out an agreement that offers you the ability to turn over day to day management to Fromm immediately. We also want to offer you an opportunity to grow the brands with no limit to your earning potential!

1. Offer is contingent on further due diligence:
    1. Financial detail for 2005, 2006 and ytd 2007
    2. Explore patent use with Vandux permission
    3. Purchase of trade name Marilyn
    4. Further exploration of your business building role
    5. Further due diligence as we require
2. Transfer of inventory and receivables could occur within 30 days.
3. Proposed purchase conditions:
    1. At closing:
        Payment for receivables and inventory less payables (product vendors only)
        Goodwill at $300,000
    2. $600,000 paid as royalty. Term 5 years or until paid off. Amount each year paid (on 1/15) as 4% of sales. See below.
4. Employment conditions (see below):
    1. $100,000 annual consulting – 3 years; increase 5% per year; provided sales growth of 10%.
    2. Marilyn product Bonus: Base of 3 million sales and minimum 45% gross profit; 5% bonus on sales over $3 million
    3. Fromm Bonus: 10% on new sales

With these assumptions we estimate your annual compensation to be:

9/14/2007
Pro forma - Marilyn Brush

Growth Rate	10%	**Growth Rate**	10%

Estimated Operating Income

	FORECAST Yr-1	% OF SALES	FORECAST Yr-2	% OF SALES	FORECAST Yr-3	% OF SALES
Net Sales - Marilyn	3,000,000		3,300,000		3,630,000	
Net Sales - Fromm	250,000		350,000		450,000	
Total Sales	**3,250,000**	**100.0%**	**3,650,000**	**100.0%**	**4,080,000**	**100.0%**
COGS - Marilyn	1,650,000	45.0%	1,815,000	45.0%	1,996,500	45.0%
COGS - Fromm	145,000	42.0%	203,000	42.0%	261,000	42.0%
Total Cost of Goods Sold	**1,795,000**	**55.2%** G.P.	**2,018,000**	**55.3%** G.P.	**2,257,500**	**55.3%** G.P.
Product Contribution	**1,455,000**	**44.8%**	**1,632,000**	**44.7%**	**1,822,500**	**44.7%**
Key Expenses						
Total Compensation - Tony	**242,500**	**7.5%**	**283,500**	**7.8%**	**312,450**	**7.7%**
Consulting	**100,000**	**3.1%**	**105,000**	**2.9%**	**110,250**	**2.7%**
Bonus (5% Marilyn growth)			**15,000**	**0.4%**	**16,500**	**0.4%**
Bonus (5% Fromm growth)	**12,500**	**0.4%**	**17,500**	**0.5%**	**22,500**	**0.6%**
Royalty for business purchase	**130,000**	**4.0%**	**146,000**	**4.0%**	**163,200**	**4.0%**

Please call me on Monday when you are ready to review this proposal.

Thanks,

Kevin Barrett
Fromm International
Cell 847-767-8693

No virus found in this incoming message.
Checked by AVG Free Edition.
Version: 7.5.487 / Virus Database: 269.13.19/1008 - Release Date: 9/14/2007 8:59 AM

No virus found in this outgoing message.
Checked by AVG Free Edition.
Version: 7.5.488 / Virus Database: 269.14.8/1063 - Release Date: 10/11/2007 9:11 AM

Subj: **Fromm - it begins....Marilyn brush ownership clarification**
Date: 10/11/2007 3:51:38 PM Eastern Daylight Time

From: Kevin Barrett [mailto:kbarrett@frommonline.com]
Sent: Monday, August 27, 2007 2:52 PM
To: tony@themarilynbrush.com
Cc: Cindy Trawinski
Subject: Marilyn brush ownership clarification

Tony – please see below. Is this accurate? Please clarify again.

Kevin Barrett

From: Cindy Trawinski
Sent: Friday, August 24, 2007 4:18 PM
To: John Cox; zz-FROMM Mgmt Team
Subject: RE: Marilyn Brush opportunity

US Trademark on Marilyn name. Registered June 2003. Who owns this?
US trademark on Marilyn hair brushes is under Vandux. Filling date May 2007.
They also have the name trademarked for hair dryer s and hand held electric hair dryers. Filing date November 2006.

Cindy Trawinski
Director of Marketing
Fromm International
1919 Stanley Street
Northbrook, IL 60062

847-498-8200 ext. 142

ctrawinski@frommonline.com
http://www.frommonline.com/

LITTMAN, SHERLOCK & HEIMS, P.A.
Attorneys At Law
618 East Ocean Boulevard, Suite 5, Stuart, Florida
Mailing Address: Post Office Box 1197, Stuart, FL 34995
Telephone: (772) 287-0200 Facsimile: (772) 283-1010 LSHLaw@bellsouth.net www.LSHLaw.net

James F. Littman
Virginia P. Sherlock
Howard K. Heims

September 6, 2007

Robert C. Kain, Jr., Esq.
Fleit, Kain, Gibbons, Gutman, Bongini & Bianco, P.L.
750 SE Third Avenue, Suite 100
Fort Lauderdale, FL 33316-1153

Re: Camelot Hair Care Products, L.L.C.

Dear Mr. Kain:

It has come to our attention that you have erroneously identified the owner of the MARILYN trademark in correspondence directed to Wessen Industries, Ltd.

As you well know, the owner of the MARILYN trademark in this country is Camelot Hair Care Products, L.L.C., Registration Number 2723910, United States Patents and Trademark Office.

Since you prepared the assignment of all right, title, interest and goodwill of the registrant to Camelot and you caused the assignment to be recorded by the USPTO on March 10, 2004 (Reel 2810, Frame 0737), you are well aware that your letter to Wessen is inaccurate. You have deliberately misrepresented ownership of the MARILYN brand in the United States.

Actions taken by you which are adverse to the interests of your former client, Camelot Hair Care Products, L.L.C., violate the Rules Regulating the Florida Bar. You have exacerbated the situation by tortiously interfering with the business relationship between Camelot and Wessen. While the situation may be mitigated by corrective correspondence, Camelot will look to you and your law firm for recovery of any damages sustained as a result of your actions.

Sincerely,

LITTMAN, SHERLOCK & HEIMS, P.A.

Virginia P. Sherlock

Virginia P. Sherlock

VPS/nol

cc: Camelot Hair Care Products, L.L.C.

EXHIBIT N

JS 44 (Rev. 11/05)

CIVIL COVER SHEET

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

I. (a) PLAINTIFFS

CAMELOT HAIR CARE PRODUCTS, LLC

(b) County of Residence of First Listed Plaintiff ST. LUCIE
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorney's (Firm Name, Address, and Telephone Number)

Virginia P. Sherlock, Esq., Littman, Sherlock & Heims, P.A., P.O. Box 1197, Stuart, FL 34995, (772) 287-0200

DEFENDANTS

PLASTICOS VANDUX DE COLOMBIA, S.A., ROBERT C. KAIN, JR., and FLEIT, KAIN, GIBBONS, GUTMAN, BONGINI & BIANCO, PL

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

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

07cv14314-KMM/FLE

Attorneys (If Known)

Robert C. Kain, Jr., Fleit, Kain, Gibbons, Gutman, Bongini & Bianco, 750 SE 3rd Ave, Ste 100, Ft Lauderdale, FL 33316, (954) 768-9002

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

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

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

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

	PTF	DEF		PTF	DEF
Citizen of This State	☐ 1	☐ 1	Incorporated *or* Principal Place of Business In This State	☐ 4	☐ 4
Citizen of Another State	☐ 2	☐ 2	Incorporated *and* Principal Place of Business In Another State	☐ 5	☐ 5
Citizen or Subject of a Foreign Country	☐ 3	☐ 3	Foreign Nation	☐ 6	☐ 6

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

CONTRACT	TORTS		FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
☐ 110 Insurance	PERSONAL INJURY	PERSONAL INJURY	☐ 610 Agriculture	☐ 422 Appeal 28 USC 158	☐ 400 State Reapportionment
☐ 120 Marine	☐ 310 Airplane	☐ 362 Personal Injury - Med. Malpractice	☐ 620 Other Food & Drug	☐ 423 Withdrawal 28 USC 157	☐ 410 Antitrust
☐ 130 Miller Act	☐ 315 Airplane Product Liability	☐ 365 Personal Injury - Product Liability	☐ 625 Drug Related Seizure of Property 21 USC 881	PROPERTY RIGHTS	☐ 430 Banks and Banking
☐ 140 Negotiable Instrument	☐ 320 Assault, Libel & Slander	☐ 368 Asbestos Personal Injury Product Liability	☐ 630 Liquor Laws	☐ 820 Copyrights	☐ 450 Commerce
☐ 150 Recovery of Overpayment & Enforcement of Judgment	☐ 330 Federal Employers' Liability	PERSONAL PROPERTY	☐ 640 R.R. & Truck	☐ 830 Patent	☐ 460 Deportation
☐ 151 Medicare Act	☐ 340 Marine	☐ 370 Other Fraud	☐ 650 Airline Regs.	☑ 840 Trademark	☐ 470 Racketeer Influenced and Corrupt Organizations
☐ 152 Recovery of Defaulted Student Loans (Excl. Veterans)	☐ 345 Marine Product Liability	☐ 371 Truth in Lending	☐ 660 Occupational Safety/Health		☐ 480 Consumer Credit
☐ 153 Recovery of Overpayment of Veteran's Benefits	☐ 350 Motor Vehicle	☐ 380 Other Personal Property Damage	☐ 690 Other		☐ 490 Cable/Sat TV
☐ 160 Stockholders' Suits	☐ 355 Motor Vehicle Product Liability	☐ 385 Property Damage Product Liability	LABOR	SOCIAL SECURITY	☐ 810 Selective Service
☐ 190 Other Contract	☐ 360 Other Personal Injury		☐ 710 Fair Labor Standards Act	☐ 861 HIA (1395ff)	☐ 850 Securities/Commodities/ Exchange
☐ 195 Contract Product Liability			☐ 720 Labor/Mgmt. Relations	☐ 862 Black Lung (923)	☐ 875 Customer Challenge 12 USC 3410
☐ 196 Franchise			☐ 730 Labor/Mgmt.Reporting & Disclosure Act	☐ 863 DIWC/DIWW (405(g))	☐ 890 Other Statutory Actions
REAL PROPERTY	CIVIL RIGHTS	PRISONER PETITIONS	☐ 740 Railway Labor Act	☐ 864 SSID Title XVI	☐ 891 Agricultural Acts
☐ 210 Land Condemnation	☐ 441 Voting	☐ 510 Motions to Vacate Sentence	☐ 790 Other Labor Litigation	☐ 865 RSI (405(g))	☐ 892 Economic Stabilization Act
☐ 220 Foreclosure	☐ 442 Employment	Habeas Corpus:	☐ 791 Empl. Ret. Inc. Security Act	FEDERAL TAX SUITS	☐ 893 Environmental Matters
☐ 230 Rent Lease & Ejectment	☐ 443 Housing/ Accommodations	☐ 530 General		☐ 870 Taxes (U.S. Plaintiff or Defendant)	☐ 894 Energy Allocation Act
☐ 240 Torts to Land	☐ 444 Welfare	☐ 535 Death Penalty		☐ 871 IRS—Third Party 26 USC 7609	☐ 895 Freedom of Information Act
☐ 245 Tort Product Liability	☐ 445 Amer. w/Disabilities - Employment	☐ 540 Mandamus & Other			☐ 900Appeal of Fee Determination Under Equal Access to Justice
☐ 290 All Other Real Property	☐ 446 Amer. w/Disabilities - Other	☐ 550 Civil Rights			☐ 950 Constitutionality of State Statutes
	☐ 440 Other Civil Rights	☐ 555 Prison Condition			

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

☑ 1 Original Proceeding ☐ 2 Removed from State Court ☐ 3 Re-filed- (see VI below) ☐ 4 Reinstated or Reopened ☐ 5 Transferred from another district (specify) ☐ 6 Multidistrict Litigation ☐ 7 Appeal to District Judge from Magistrate Judgment

VI. RELATED/RE-FILED CASE(S). (See instructions second page): a) Re-filed Case ☐ YES ☑ NO b) Related Cases ☐ YES ☑ NO

JUDGE DOCKET NUMBER

VII. CAUSE OF ACTION

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

15 USC 1125: Defendants falsely represented ownership of a trademark owned by Plaintiff

LENGTH OF TRIAL via 3 days estimated (for both sides to try entire case)

VIII. REQUESTED IN COMPLAINT: ☐ CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23 DEMAND $ 500,000 + CHECK YES only if demanded in complaint: JURY DEMAND: ☐ Yes ☑ No

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

SIGNATURE OF ATTORNEY OF RECORD Virginia P. Sherlock

DATE October 15, 2007

FOR OFFICE USE ONLY

AMOUNT 350.00 RECEIPT # IFP

772293