

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

May 21, 2019

Andrea B. Cornwell
Trademark Examining Attorney
Law Office 115
United States Patent and Trademark Office

RE: Serial No: 88250403
Mark: **DOLMAR**
Applicant: Dolmar Innova, SL
Office Action Of: March 21, 2019

Applicant's Response to Office Action

The following is the response of the Applicant, Dolmar Innova, SL, by Counsel to the Office Action dated March 21, 2019 ("Current Office Action") by Examining Andrea B. Cornwell.

I. IDENTIFICATION OF GOODS AND SERVICES AMENDMENT

Applicant hereby amends the identification of goods and services, as follows:

Class 1: Chemicals for use in the wine-making industry and the food industry; chemical substances for preserving foodstuffs

II. LIKELIHOOD OF CONFUSION REFUSAL

The Examining Attorney has refused registration of DOLMAR (Ser. No. 88250403) (hereinafter "Applicant Mark") pursuant to Trademark Act Section 2(d), 15 U.S.C. §1052(d), on the grounds that the mark is likely to be confused with the mark DOLMAR in design (Reg. No. 4706077) (hereinafter "Registrant Mark").

The Examining Attorney states that "the applicant's and registrant's marks are essentially identical in sound, appearance, connotation, and commercial impression, and because the goods are related . . . the marks are found to be confusingly similar." See **Current Office Action**.

To support the conclusion that the goods are related, the Examining Attorney submitted Internet evidence, consisting of website excerpts from SHRIEVE, SHELL and EXXON-MOBIL,

as means to establish that “the same entity commonly manufactures the relevant goods and markets the goods under the same mark.” See *Id.*

To overcome the likelihood of confusion refusal, Applicant submits a consent agreement that applies to Applicant and the owner of the Registrant Mark. A consent agreement between parties is strong persuasive evidence against a likelihood of confusion. TMEP § 1207.01(d)(viii). In the *In re E. I. du Pont de Nemours & Co.* decision, the Court of Customs and Patent Appeals stated:

“[W]hen those most familiar with use in the marketplace and most interested in precluding confusion enter agreements designed to avoid it, the scales of evidence are clearly tilted. It is at least difficult to maintain a subjective view that confusion will occur when those directly concerned say it won’t. A mere assumption that confusion is likely will rarely prevail against uncontroverted evidence from those on the firing line that it is not.”

476 F.2d 1357, 1363, 177 USPQ 563, 586 (CCPA 1973).

Examining attorneys should give substantial weight to a proper consent agreement. When an applicant and registrant have entered into a credible consent agreement and, on balance, the other factors do not dictate a finding of likelihood of confusion, an examining attorney should not interpose his or her own judgment that confusion is likely. TMEP § 1207.01(d)(viii).

Here, Applicant submits as evidence a consent agreement that applies to Applicant and Makita Engineering Germany GmbH, who is the current owner and successor in ownership of Registrant Mark. Applicant also submits as evidence a letter of content, where Applicant consented to DOLMAR GmbH obtaining registration for the Registrant Mark. See **Exhibit A.**

Applicant entered into a consent agreement with DOLMAR GmbH, who is the former owner of the Registrant Mark, to address any possible collision (i.e., likelihood of confusion) between the Registrant Mark and the mark DOLMAR (Reg. No. 4287312). See **Exhibit B.** Applicant is the owner of the mark DOLMAR (Reg. No. 4287312). See **Exhibit D.**

Under the agreement, the parties expressly agreed in Paragraph 7 that the agreement would include marks specifically named and future marks acquired by either party, where Paragraph 7 states the following:

“This agreement is valid in Europe and in all countries in which the parties older trademarks and /or distinctive marks have or will acquire in the future.”

See para 7 of Exhibit B. As a result, the agreement covers the Applicant Mark, which is essentially the same as the mark DOLMAR (Reg. No. 428312).

This agreement also applies to the parties' successor in ownership of their respective marks as stated below:

This agreement possesses validity for successors in title of both sides, especially successors in title with regard to the ownership of the marks. The parties vouch for that also affiliated companies, who have registered or use identical for the same goods as well as their successors in title, more particularly successors in title and licensees with regard to the ownership of the marks, will adhere to the obligation arising from this agreement.

See para 11 of Exhibit B.

DOLMAR GmbH transferred ownership of the Registrant Mark to Makita Engineering Germany GmbH. *See Exhibit C.* Thus, the agreement applies to Makita Engineering Germany GmbH, who is the current owner and successor in ownership of Registrant Mark.

Under the agreement, the parties expressly agreed to restrict their fields of use from Paragraph 1 to Paragraph 6 by agreeing not use its mark for specific classes, which are claimed for the valid trademarks of the other party in commercial transactions, for advertising purposes and on the internet.

The parties also agreed to make efforts to prevent confusion and cooperate and take steps to avoid any confusion that may arise in the future. This point is illustrated by the parties restricting their field of use and the parties' purpose of entering into the agreement "to settle the possible collision arising" from using their marks. *See page 1 of Exhibit B.*

In addition to the agreement, the marks have been used for a period of time without evidence of actual confusion. The Registrant Mark registered on March 24, 2015. The Applicant Mark is essentially the same as the mark DOLMAR (Reg. No. 4287312), which registered on February 12, 2013. As a result, the Registrant Mark and the Applicant Mark have been in use without actual confusion for at least 3 years.

CONCLUSION

Considered alongside the identification amendment, the agreement demonstrates that there is no likelihood of confusion between the Applicant Mark and the Registrant Mark.

Applicant respectfully requests that the Examining Attorney withdrawal the statutory 2(d) refusal and allow registration of the Applicant Mark. Applicant has responded to all issues raised in the Office Action. If any further information or response is required, please contact Applicant's attorney. The attorney may be reached by telephone at (646) 653-0230.

Respectfully submitted,



Xavier Hailey
Attorney for Applicant
Reg. No. 68427

Exhibits:

- Exhibit A: Letter of Consent
- Exhibit B: Consent Agreement between Dolmar Innova, SL and DOLMAR GmbH
- Exhibit C: Trademark Assignment between DOLMAR GmbH and Makita Engineering Germany GmbH for DOLMAR in design (Reg. No. 4706077)
- Exhibit D: Registration Certificate No. 4287312

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EXHIBIT A:

Letter of Consent

LETTER OF CONSENT

We, the undersigned, being owner of the **US trademark No. 4287312, word picture mark "DOLMAR"** based on the International Trademark Registration No.1108283, word picture mark "DOLMAR"

hereby declare that we have no objections to

**DOLMAR GmbH
Jenfelder Straße 38
22045 Hamburg
Germany**

obtaining registration of "**DOLMAR**" according to **US trademark application No. 85/576,92, word picture mark "DOLMAR"** covered for the goods and services in int. classes 09, 11, 12, 18, 20, 21, 25, 37, 41 and 42

**DOLMAR INNOVA, SL
Polígono Entrecarreteras, C/La Industria 22
26200 Haro (La Rioja)
Spain**

Signed in//Date
Haro, La Rioja, Spain – June 20, 2013



Polígono Entrecarreteras
C/ La Industria 22
26200 Haro (La Rioja)
CIF B26465956

Stamp // Signature (name and position)
Mariano Fernández Soto - CEO

SERIAL NO. 88250403
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EXHIBIT B:

Consent Agreement between Dolmar Innova, SL and DOLMAR GmbH

Pre-Rights Agreement

Between

Dolmar GmbH
Jenfelder Straße 38
22045 Hamburg
Germany

OWNER

-of several trademarks with the designation "Dolmar" in classes 4, 6, 7, 8, 9, 12, 18, 20, 21, 25, 37, 41 and 42 (the registers are public and their status can be individually checked in the corresponding Official Authority).

- hereafter referred to OWNER –

and

Dolmar Innova, SL
Polígono Entrecarreteras, C/La Industria 22
E-26200 Haro (La Rioja)
Spain

APPLICANT

-of CTM no: 1108283 word picture mark "Dolmar"

Owner of several trademarks with the designation "Dolmar" in classes 1, 30 and 35 (the registers are public and their status can be individually checked in the corresponding Official Authority).

- hereafter referred to APPLICANT-

The APPLICANT has filed an application for the trademark "Dolmar" in class 1 for the following goods: "Chemical products used in industry, science, as well as in agriculture; chemical products used in wine industry and food industry; chemical substances for preserving foodstuffs".

In order to settle the possible collision arising here from, both parties reach the following settlement:

1.

The APPLICANT commits himself not to use the mark "Dolmar" for the goods of classes 04, 06, 07, 08, 09, 12, 18, 20, 21, 25 and the services of classes 37, 41 and 42, which are claimed for the valid trademarks of the OWNER in commercial transactions, for advertising purposes and on the internet.



2.

The APPLICANT commits himself not to use the designation "Dolmar" as a distinctive mark for the goods of classes 04, 06, 07, 08, 09, 12, 18, 20, 21, 25 and the services of classes 37, 41 and 42, which are claimed for the valid trademarks of the OWNER in commercial transactions, for advertising purposes and on the internet.

3.

The APPLICANT commits himself not to derive any rights from the registration and the use of their mark against the OWNER, more particularly, to tolerate the prolongation of the duration of the marks of the OWNER and their new registration.

4.

The OWNER commits himself to give his consent to the registration and the use of the mark of the APPLICANT subject to the preconditions detailed under item 1 to 3 and not to lodge any opposition against this trademark.

5.

The OWNER commits himself not to use the mark "Dolmar" for the goods of classes 01 and 30 as well as for the services of class 35, which are claimed for the valid trademarks of the APPLICANT in commercial transactions, for advertising purposes and on the internet.

6.

The OWNER commits himself not to use the designation "Dolmar" as a distinctive mark for the goods of class 01 and 30, as well as for the services of class 35, which are claimed for the trademarks of the APPLICANT for commercial transactions, for advertising purposes and on the internet.

7.

This agreement is valid in Europe and in all countries in which the parties older trademarks and /or distinctive marks have or will acquire in the future.

8.

In all countries, in which the APPLICANT has prior rights or where they have acquired such prior rights, they will permit the OWNER to use and register the mark "Dolmar" in each said country under the same conditions.



9.

This agreement is valid as long as the concerned trademarks and distinctive marks are in force.

10.

Amendments and supplementary additions have to be in written form.

11.

This agreement possesses validity for successors in title of both sides, especially successors in title with regard to the ownership of the marks. The parties vouch for that also affiliated companies, who have registered or use identical for the same goods as well as their successors in title, more particularly successors in title and licensees with regard to the ownership of the marks, will adhere to the obligations arising from this agreement.

12.

Should one of the provisions of this agreement be invalid, the validity of the remaining provisions is not affected thereby. The parties engage to replace the invalid provision with another effective provision that comes closest to the desired economic purpose.

13.

The costs arising by the preparing and termination of this agreement will be overtaken by the parties themselves.

14.

For any dispute arising from this agreement, if the APPLICANT were the plaintiff the applicable law will be German Law and the applicable jurisdiction will be the court of Munich, and, if the OWNER were the plaintiff, the applicable law will be Spanish Law and the applicable jurisdiction will be the courts of the Commercial Law Jurisdiction of Logroño (La Rioja, Spain).

DOLMAR GmbH
Jenfelder Str. 85 - 22045 Hamburg
1. Telefon (040) 6 69 86 - 0

Dolmar GmbH


Poligono Entrecarreteras
C/ La Industria 22
26200 Haro (La Rioja)
CIF B267669

Dolmar Innova, S.L.

Mariano Fernández Soto – Managing Director – Signed in Haro, La Rioja, Spain, on February 18, 2013

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EXHIBIT C:

Trademark Assignment between DOLMAR GmbH and Makita Engineering Germany GmbH for
DOLMAR in design (Reg. No. 4706077)

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM366806

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	CHANGE OF NAME		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DOLMAR GmbH		10/02/2015	LIMITED LIABILITY COMPANY: GERMANY
RECEIVING PARTY DATA			
Name:	Makita Engineering Germany GmbH		
Street Address:	Jenfelder Strasse 38		
City:	Hamburg		
State/Country:	GERMANY		
Postal Code:	22045		
Entity Type:	LIMITED LIABILITY COMPANY: GERMANY		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1816624	DOLMAR	
Registration Number:	0952963	DOLMAR	
Registration Number:	4706077	DOLMAR	
CORRESPONDENCE DATA			
Fax Number:	3124199440		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	312-380-6500		
Email:	pvizitiu@denmeyer-law.com		
Correspondent Name:	Roxana A. Sullivan		
Address Line 1:	120 South LaSalle Street, Suite 1400		
Address Line 4:	CHICAGO, ILLINOIS 60603		
NAME OF SUBMITTER:	ROXANA A. SULLIVAN		
SIGNATURE:	/ras/		
DATE SIGNED:	12/21/2015		
Total Attachments: 11			
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TRADOX FAST – TRANSLATIONS OFFICE
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 TRANSLATION FROM GERMAN INTO ENGLISH

Trade Register B of the District Court of Hamburg

Request from 02.10.2015, 14:34

Company registration no.: HRB 28282
 Page 1 of 5

Registra tion no.	a) Name b) Head office, subsidiary, inland business address, authorized recipient, branches c) Object of the company	Registered share or initial capital	4 a) General representation rules b) Administration Board, management body, administrative officers, personally liable shareholders, directors, persons with right of representation and special right of representation	5 Power of attorney	6 a) Legal form, beginning, Articles of Association or Memorandum of Association b) Other legal relations	a) Date of registration b) Notes
1	a) DOLMAR GmbH b) Hamburg c) The production and distribution of various machine, devices, equipment and tools: especially of the SACHS-DOLMAR chain saws. The company is entitled to extend the production and distribution but also the purchase and distribution to all items suitable for processing, in order to support the company purpose. The company has the right to acquire shareholdings in other offices inland and abroad and to conclude joint venture agreements, intergroup agreements and other affiliation agreements.	3 27 000. 000.00 DEM	a) If several directors are appointed, the company shall be represented by two directors or by a director together with an attorney-in-fact. Sole representation right can be granted. Directors can be authorized to conclude legal transactions in the name of the company with themselves on their own behalf or as representatives of a third party. b) Director: Toma, Yoshiyuki, Aichi-Pref/Japan, sole representation right, with the right to conclude legal transactions in the name of the company with himself on his own behalf or as representative of a third party. Director: Bergfeld, Rainer, Dipl.-Ec. Eng. Hamburg authorized to represent together with another director or with an attorney-in-fact. The right to conclude legal transactions in the name of the company with themselves on their own behalf or as representatives of a third party. Director: Asada, Junzo, Economist, Hamburg authorized to represent together with another director or with an attorney-in-fact.	Joint proxies together with another attorney-in-fact Tillack Lofthar, Hamburg Joint proxies together with another director or another attorney-in-fact Poll, Rembert Heinbek	a) Limited Liability Company Memorandum of Association as of 22.04.1981, last amendment on 24.11.1993 b) The company was incorporated by conversion of a limited partnership SACHS DOLMAR GMBH & CO Hamburg.	a) 30.05.2002 Duran Munoz b) Memorandum of Association Sheet 29 cont. special vol. 3. The sheet was transcribed with computerized means and thus replaces the former register sheet. Date of first registration: 26.08.1981
2			a) Stepped down: Director: Asada Junzo, Economist, Hamburg Assigned: Kominami, Shioharu, Hamburg, date of birth: 25.03.1950, authorized to represent together with another director or with an attorney-in-fact.			a) 03.12.2002 Repinski

Registration no.	a) Name b) Head office, subsidiary, inland business address, authorized recipient, branches c) Object of the company	Registered share or initial capital	4	5	6	a) Date of registration b) Notes
1	2	3	4	5	6	7
3			<p>a) General representation rules b) Administration Board, management body, administrative officers, personally liable shareholders, directors, persons with right of representation and special right of representation</p> <p>Authorized to conclude legal transactions in the name of the company with themselves on their own behalf or as representatives of a third party.</p> <p>b) Appointed: Director: Kanzaki, Yasuhiko, Noisy le Grand/France, date of birth: 09.07.1946, with sole representation right. Authorized to conclude legal transactions in the name of the company with himself on his own behalf or as representative of a third party.</p> <p>Appointed: Director: Akashi, Koji, Hamburg, date of birth 03.12.1960, authorized to represent together with another director or with an attorney-in-fact: Authorized to conclude legal transactions in the name of the company with themselves on their own behalf or as representatives of a third party.</p> <p>Stepped down: Director: Toma, Yoshiyuki, Aichi-Pref./Japan</p>			a) 21.09.2004 Repinski
4			<p>b) Stepped down: Director: Akashi, Koji, Hamburg, date of birth: 03.12.1960</p>	Proxy expired: Tillack, Lothar, Hamburg		a) 10.04.2006 Brede
5			<p>b) Appointed Director: Matsumoto, Toshio, Hamburg, date of birth: 14.11.1961, authorized to represent together with another director or with an attorney-in-fact:</p>			a) 20.07.2007 Gökes

Registration no.	a) Name b) Head office, subsidiary, inland business address, authorized recipient, branches c) Object of the company	Registered share or initial capital	a) General representation rules b) Administration Board, management body, administrative officers, personally liable shareholders, directors, persons with right of representation and special right of representation	Power of attorney	a) Legal form, beginning, Memorandum of Association b) Other legal relations	a) Date of registration b) Notes
1	2	3	4	5	6	7
6			<p>a) Authorized to conclude legal transactions in the name of the company with themselves on their own behalf or as representatives of a third party.</p> <p>b) <u>Stepped down:</u> Director: Kominami, Shigeharu, Hamburg, date of birth: 25.03.1950 Appointed director: Kishima, Tamiro, Hamburg, date of birth: 10.04.1954; Authorized to represent together with another director or with an attorney-in-fact. Authorized to conclude legal transactions in the name of the company with themselves on their own behalf or as representatives of a third party.</p>			a) 21.04.2008 Meier
7	<p>c) The production and distribution of various machines, equipment, devices and tools. The company is entitled to extend the production and distribution but also the purchase and distribution to all items suitable for processing, in order to support the company purpose.</p> <p>b) Business address: Jentfelder Straße 38, 22045 Hamburg</p>					a) 04.09.2008 Wiedemann b) Entry no. 1 column 2c) dated 30.05.2002 officially corrected.
8				Proxy expired Poll. Reinbert, Reinbek		a) 18.05.2009 Meier
9			b) <u>Stepped down director:</u> Matsumoto, Toshio, Hamburg, *14.11.1961			a) 19.09.2011 H. Meier
10				Joint proxies together with		a) 24.06.2013

Registration no.	a) Name b) Head office, subsidiary, inland business address, authorized recipient, branches c) Object of the company	Registered share or initial capital	a) General representation rules b) Administration Board, management body, administrative officers, personally liable shareholders, directors, persons with right of representation and special right of representation	Power of attorney	a) Legal form, beginning, Articles of Association or Memorandum of Association b) Other legal relations	a) Date of registration b) Notes
1	2	3	4	5	6	7
11			<p>a) Stepped down director: Kanzaki, Yasuhiko, Noisy le Grand/France, date of birth: 09.07.1946</p> <p>Stepped down director: Kishima, Tamiro, Hamburg, date of birth: 10.04.1954</p> <p>Appointed director: Goto, Munetoshi, Okazaki/Japan, date of birth: 26.04.1975, with sole representation right: Authorized to conclude legal transactions in the name of the company with himself on his own behalf or as representative of a third party.</p> <p>Appointed director: Fukava, Yasushi, Brussels, Belgium, date of birth: 23.06.1959, Authorized to represent together with another director or with an attorney-in-fact Authorized to conclude legal transactions in the name of the company with themselves on their own behalf or as representatives of a third party.</p> <p>b)</p>	a director or attorney-in-fact Saika, Yasutaka, Hamburg, date of birth: 31.07.1960		a) 25.03.2014 Repinski
12			<p>b) Appointed director: Kobayashi, Tsuyoshi, Hamburg, date of birth: 12.12.1967. Authorized to represent together with another director or with an attorney-in-fact Authorized to conclude legal transactions in the name of the company with themselves on their own behalf or as representatives of a third party.</p>			a) 20.08.2014 Krenzer

Registration no.	a) Name b) Head office, subsidiary, inland business address, authorized recipient, branches c) Object of the company	Registered share or initial capital	4 a) General representation rules b) Administrative Board, management body, administrative officers, personally liable shareholders, directors, persons with right of representation and special right of representation	5 Power of attorney	6 a) Legal form, beginning, Articles of Association or Memorandum of Association b) Other legal relations	a) Date of registration b) Notes
1 13	2	3	4 a) <u>Stepped down director:</u> Fukava, Yasushi, Brussels, Belgium / Belgium, date of birth: 23.06.1959 <u>Stepped down director:</u> Goto, Munetoshi, Okazaki / Japan, date of birth: 26.04.1975 <u>Stepped down director:</u> Kaneko, Tetsuhisa, Anjo, Aichi / Japan, date of birth: 06.04.1955, with sole representation right: Authorized to conclude legal transactions in the name of the company with himself on his own behalf or as representative of a third party. <u>Appointed director:</u> Ota, Tomoyuki, Nagoya, Aichi / Japan, date of birth: 22.03.1956. Authorized to represent together with another director or with an attorney-in-fact Authorized to conclude legal transactions in the name of the company with themselves on their own behalf or as representatives of a third party.	5	6	a) 20.07.2015 Repinski 7
14	a) Makita Engineering Germany GmbH				a) The General Shareholders Meeting of 18.06.2015 decided the modification of the Memorandum of Association under § 1 (Company). b) Case 22	a) 02.10.2015 Kob b) Case 22

Proofreader BOGDAN ADRIANA, authorized translator, registered with no. 16289/2006, I do
certify the accuracy of the above translation from German into English.

TRANSLATOR:
BOGDAN ADRIANA



[Handwritten signature]

Nummer der Eintragung	a) Firma b) Sitz, Niederlassung, Geschäftsanschrift, Empfangsberechtigte, Zweigniederlassungen c) Gegenstand des Unternehmens	Grund- oder Stammkapital	a) Allgemeine Vertretungsregelung b) Vorstand, Leitungsorgan, geschäftsführende Direktoren, persönlich haftende Gesellschafter, Geschäftsführer, Vertretungsberechtigte und besondere Vertretungsbefugnis	Prokura	a) Rechtsform, Beginn, Satzung oder Gesellschaftsvertrag b) Sonstige Rechtsverhältnisse	a) Tag der Eintragung b) Bemerkungen
1	2	3	4	5	6	7
1	a) DOLMAR GmbH b) Hamburg c) die Herstellung und der Vertrieb von Maschinen, Apparaten, Geräten und Werkzeugen aller Art, insbesondere der SACHS-DOLMAR- Motorsägen. Die Gesellschaft kann die Herstellung und den Vertrieb oder auch den Erwerb und Vertrieb auf alle Gegenstände ausdehnen, deren Verwertung geeignet ist, den Gesellschaftszweck zu fördern. Die Gesellschaft kann sich an anderen Unternehmen beteiligen. Zweigniederlassungen in In- und Ausland errichten sowie Interessengemeinschafts-, Organisations- und sonstige Unternehmensverträge abschließen.	27.000.000,00 DEM	a) Sind mehrere Geschäftsführer bestellt, so wird die Gesellschaft durch zwei Geschäftsführer oder durch einen Geschäftsführer gemeinsam mit einem Prokuristen vertreten. Alleinvertretungsbefugnis kann erteilt werden. Geschäftsführer können ermächtigt werden, mit sich im eigenen Namen oder als Vertreter eines Dritten Rechtsgeschäfte vorzunehmen. b) Geschäftsführer: Tomita, Yoshituki, Aichi, Pref./Japan einzelvertretungsberechtigt mit der Befugnis im Namen der Gesellschaft mit sich im eigenen Namen oder als Vertreter eines Dritten Rechtsgeschäfte abzuschließen Geschäftsführer: Bergfeld, Rainer, Dipl.-Wirtschaftsingenieur, Hamburg vertretungsberechtigt gemeinsam mit einem anderen Geschäftsführer oder einem Prokuristen, mit der Befugnis im Namen der Gesellschaft mit sich im eigenen Namen oder als Vertreter eines Dritten Rechtsgeschäfte abzuschließen Geschäftsführer: Asada, Junzo, Kaufmann, Hamburg vertretungsberechtigt gemeinsam mit einem anderen Geschäftsführer oder einem Prokuristen.	Gesamtprokura gemeinsam mit einem anderen Prokuristen Tillack, Lohrar, Hamburg Gesamtprokura gemeinsam mit einem Geschäftsführer oder einem anderen Prokuristen Poll, Rembergt, Reinbek	a) Gesellschaft mit beschränkter Haftung Gesellschaftsvertrag vom 22.04.1981 zuletzt geändert am 24.11.1993 b) Die Gesellschaft ist durch Umwandlung der Kommanditgesellschaft in Firma SACHS-DOLMAR GmbH & CO in Hamburg entstanden.	a) 30.05.2002 Duran Munoz b) Gesellschaftsvertrag Blatt 29 ff. Sonderband 3 Dieses Blatt ist zur Fortführung auf EDV umgeschrieben worden und dabei an die Stelle des bisherigen Registerblattes getreten. Tag der ersten Eintragung: 26.08.1981
			b) Ausgeschlossen: Geschäftsführer: Asada, Junzo, Kaufmann, Hamburg Bestellt: Geschäftsführer: Kominami, Shigeharu, Hamburg, *25.03.1950 vertretungsberechtigt gemeinsam mit einem anderen Geschäftsführer oder einem			a) 03.12.2002 Repinski

Nummer der Eintragung	a) Firma b) Sitz, Niederlassung, Geschäftsanschrift, Empfangsberechtigte, Zweigniederlassungen c) Gegenstand des Unternehmens	Grund- oder Stammkapital	a) Allgemeine Vertretungsregelung b) Vorstand, Leitungsorgan, geschäftsführende Direktoren, persönlich haftende Gesellschafter, Geschäftsführer, Vertretungsberechtigte und besondere Vertretungsbefugnis	Prokura				a) Rechtsform, Beginn, Satzung oder Gesellschaftsvertrag b) Sonstige Rechtsverhältnisse	a) Tag der Eintragung b) Bemerkungen
1	2	3	4	5				6	7
			Prokuren, mit der Befugnis im Namen der Gesellschaft, mit sich im eigenen Namen oder als Vertreter eines Dritten Rechtsgeschäfte abzuschließen.						
3			<p>b)</p> <p>Bestellt:</p> <p>Geschäftsführer: Kanzaki, Yasuhiko, Noisy le Grand/Frankreich, *09.07.1946</p> <p>einzelvertretungsberechtigt, mit der Befugnis im Namen der Gesellschaft, mit sich im eigenen Namen oder als Vertreter eines Dritten Rechtsgeschäfte abzuschließen.</p> <p>Bestellt:</p> <p>Geschäftsführer: Akashi, Koji, Hamburg, *03.12.1960</p> <p>vertretungsberechtigt, gemeinsam mit einem anderen Geschäftsführer oder einem Prokuren, mit der Befugnis im Namen der Gesellschaft, mit sich im eigenen Namen oder als Vertreter eines Dritten Rechtsgeschäfte abzuschließen.</p> <p>Ausgeschieden: Geschäftsführer: Toma, Yoshiyuki, Aichi-Präf./Japan</p>						<p>a)</p> <p>21.09.2004 Repinski</p>
4			<p>b)</p> <p>Ausgeschieden: Geschäftsführer: Akashi, Koji, Hamburg, *03.12.1960</p>	<p>Prokura erfloschen: Tilbeck, Lohrar, Hamburg</p>					<p>a)</p> <p>10.04.2006 Brede</p>
5			<p>b)</p> <p>Bestellt: Geschäftsführer: Matsumoto, Toshio, Hamburg, *14.11.1961</p> <p>vertretungsberechtigt, gemeinsam mit einem anderen Geschäftsführer oder einem</p>						<p>a)</p> <p>20.07.2007 Gökes</p>

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REEL: 005694 FRAME: 0904

Nummer der Eintragung	a) Firma b) Sitz, Niederlassung, Geschäftsanschrift, Empfangsberechtigte, Zweigniederlassungen c) Gegenstand des Unternehmens	Grund- oder Stammkapital	a) Allgemeine Vertretungsregelung b) Vorstand, Leitungsorgan, geschäftsführende Direktoren, persönlich haftende Gesellschafter, Geschäftsführer, Vertretungsberechtigte und besondere Vertretungsbefugnis	Prokura	a) Rechtsform, Beginn, Satzung oder Gesellschaftsvertrag b) Sonstige Rechtsverhältnisse	a) Tag der Eintragung b) Berenkungen
1	2	3	4 Prokuren, mit der Befugnis, im Namen der Gesellschaft, mit sich im eigenen Namen oder als Vertreter eines Dritten Rechtsgeschäfte abzuschließen.	5	6	7
6			b) Ausgeschlossen Geschäftsführer: Kornjami, Shigeharu, Hamburg, *25.03.1950 Besjell Geschäftsführer: Keshina, Tamiro, Hamburg, *10.04.1954 Vertretungsberechtig, gemeinsam mit einem anderen Geschäftsführer, oder einem Prokuren, mit der Befugnis, im Namen der Gesellschaft, mit sich im eigenen Namen oder als Vertreter eines Dritten Rechtsgeschäfte abzuschließen.			a) 21.04.2008 Meier
7	c) die Herstellung und der Vertrieb von Maschinen, Apparaten, Geräten und Werkzeugen aller Art. Die Gesellschaft kann die Herstellung und den Vertrieb oder auch den Erwerb und Vertrieb auf alle Gegenstände ausdehnen, deren Verwertung geeignet ist, den Gesellschaftszweck zu fördern.					a) 04.09.2008 Wiedemann b) Eintragung Nr. 1 Spalte 2a) vom 30.05.2002 von Amts wegen berichtigt
8	b) Geschäftsanschrift: Jenfelder Straße 38, 22045 Hamburg			Prokura erloschen Pöll, Reinbert, Reinbek		a) 18.05.2009 Meier
9			b) Ausgeschlossen Geschäftsführer: Matsumoto, Toshio, Hamburg, *14.11.1961			a) 19.09.2011 H. Meier
10				Gesamprokura gemeinsam mit einem		a) 24.06.2013

Nummer der Eintragung	a) Firma b) Sitz, Niederlassung, Geschäftsanschrift, Empfangsberechtigte, Zweigniederlassungen c) Gegenstand des Unternehmens	Grund- oder Stammkapital	a) Allgemeine Vertretungsregelung b) Vorstand, Leitungsorgan, geschäftsführende Direktoren, persönlich haftende Gesellschafter, Geschäftsführer, Vertretungsberechtigte und besondere Vertretungsbefugnis	Prokura			Prokura	a) Rechtsform, Beginn, Satzung oder Gesellschaftsvertrag b) Sonstige Rechtsverhältnisse	a) Tag der Eintragung b) Berechtigungen
1	2	3	4	5			Geschäftsführer oder einem anderen Prokuristen: Saika, Yasutaka, Hamburg, *31.07.1960		7 Repinski
11			b) Ausgeschieden Geschäftsführer: Kanzaki, Yasuhiko, Notsy le Grand/Frankreich, *09.07.1946 Ausgeschieden Geschäftsführer: Kishima, Tamiro, Hamburg, *10.04.1954 Bestellt: Geschäftsführer: Goto, Munetoshi, Okazaki / Japan, *26.04.1975 einzelvertretungsberechtigt; mit der Befugnis, im Namen der Gesellschaft, mit sich im eigenen Namen oder als Vertreter eines Dritten Rechtsgeschäfte abzuschließen. Bestellt: Geschäftsführer: Fukaya, Yasushi, Brüssel, Belgien, *23.06.1959 vertretungsberechtigt, gemeinsam mit einem anderen, Geschäftsführer oder einem Prokuristen, mit der Befugnis, im Namen der Gesellschaft, mit sich im eigenen Namen oder als Vertreter eines Dritten Rechtsgeschäfte abzuschließen.						a) 25.03.2014 Repinski
12			b) Bestellt: Geschäftsführer: Kobayashi, Tsuyoshi, Hamburg, *12.12.1967 vertretungsberechtigt, gemeinsam mit einem anderen Geschäftsführer oder einem Prokuristen, mit der Befugnis, im Namen der Gesellschaft, mit sich im eigenen Namen oder als Vertreter eines Dritten Rechtsgeschäfte abzuschließen.						a) 20.08.2014 Krenzer

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Nummer der Eintragung	a) Firma b) Sitz, Niederlassung, Geschäftsanschrift, Empfangsberechtigte, Zweigniederlassungen c) Gegenstand des Unternehmens	Grund- oder Stammkapital	a) Allgemeine Vertretungsregelung b) Vorstand, Leitungsorgan, geschäftsführende Direktoren, persönlich haftende Gesellschafter, Geschäftsführer, Vertretungsberechtigte und besondere Vertretungsbefugnis	Prokura	a) Rechtsform, Beginn, Satzung oder Gesellschaftsvertrag b) Sonstige Rechtsverhältnisse	a) Tag der Eintragung b) Berechnungen
1	2	3	4	5	6	7
13			<p>b)</p> <p>Ausgeschieden Geschäftsführer: Fukaya, Yasushi, Brüssel, Belgien / Belgien, *23.06.1959 Ausgeschieden Geschäftsführer: Goto, Munetoshi, Okazaki / Japan, *26.04.1975 Bestellt Geschäftsführer: Kaneko, Teisuhisa, Anjo, Aichi / Japan, *06.04.1955 einzelvertretungsberechtigt, mit der Befugnis, im Namen der Gesellschaft mit sich im eigenen Namen oder als Vertreter eines Dritten Rechtsgeschäfte abzuschließen.</p> <p>Bestellt Geschäftsführer: Ota, Tomoyuki, Nagoya, Aichi / Japan, *22.03.1956 vertretungsberechtigt gemeinsam mit einem anderen Geschäftsführer, mit der Befugnis, im Namen der Gesellschaft mit sich im eigenen Namen oder als Vertreter eines Dritten Rechtsgeschäfte abzuschließen.</p>			<p>a)</p> <p>20.07.2015 Repinski</p>
14	a) Maktia Engineering Germany GmbH				a) Die Gesellschafterversammlung vom 18.06.2015 hat die Änderung des Gesellschaftsvertrages in § 1 (Firma) beschlossen.	a) 02.10.2015 Kob b) Fall 22

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SERIAL NO. 88250403
RESPONSE TO OFFICE ACTION OF MARCH 21, 2019

EXHIBIT D:

Registration Certificate No. 4287312

United States of America

United States Patent and Trademark Office

Dolmar

Reg. No. 4,287,312

Registered Feb. 12, 2013

Int. Cl.: 1

TRADEMARK

PRINCIPAL REGISTER

DOLMAR INNOVA, SL (SPAIN SOCIEDAD DE RESPONSABILIDAD LIMITADA)
POLÍGONO ENTRECARRETERAS
INDUSTRIA, 22; E-26200 HARO (LA RIOJA)
SPAIN

FOR: CHEMICALS FOR USE IN INDUSTRY AND SCIENCE; CHEMICALS FOR USE IN AGRICULTURE, EXCEPT FUNGICIDES, HERBICIDES, INSECTICIDES AND PARASITICIDES; CHEMICALS FOR USE IN THE WINE-MAKING INDUSTRY AND THE FOOD INDUSTRY; CHEMICAL SUBSTANCES FOR PRESERVING FOODSTUFFS, IN CLASS 1 (U.S. CLS. 1, 5, 6, 10, 26 AND 46).

THE COLOR GREEN APPEARS IN THE TEXT OF THE WORDING "DOLMAR". THE COLOR BROWN APPEARS AS THE SHADING IN THE HYPHEN DESIGN APPEARING BELOW THE LETTER "D" IN THE WORD "DOLMAR".

OWNER OF INTERNATIONAL REGISTRATION 1108283 DATED 2-9-2012, EXPIRES 2-9-2022.

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

THE WORDING "DOLMAR" HAS NO MEANING IN A FOREIGN LANGUAGE.

SER. NO. 79-109,747, FILED 2-9-2012.

ELI HELLMAN, EXAMINING ATTORNEY



Lisa Street Lee

Acting Director of the United States Patent and Trademark Office