

*Falano SM TM
Falano Visionaries
985 N. Griffin
Bismarck, ND 58501*

925 North Griffin
Bismarck, North Dakota 58501
June 30, 2003

Lawrence A Hoffman
Ostrolenk, Faber, Gerb & Soffen, LLP
1180 Avenue Of The Americas
New York, New York 10036

In Ref : Your File OFGS ref 7/3585-16
Trademark : Future Skin

Dear Mr. Hoffman:

I hereby appoint Alfred C. Schultz as my agent. I am concerned by your actions; especially when I have FUTURE LOOK filed before you. Your Client Filed FUTURE SKIN after me. Not one examiner even brought up your case.

Also I have enclosed my web page to show who you are opposing. Hereby to inform you of the public domain, I have ads in BULLS and BEAR, as well as other means. I have been looking for a company to take this to the USA stock exchange. I am and have been looking for funding. I could, will hold your client responsible for any damages that by their actions caused to me by any means thereof, in the United States, United Kingdom and elsewhere.

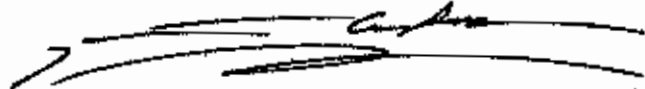
In my conversation with your associate, she indicated that she was happy that I was willing to work with them and that there was no conflict because of the letter sent to the Trademark Office. And We Dont Have To Send You Our Agreement . I Had Said There Was No Conflict Because I Dont Have Means Available To Me As Your Client . Then I received your letter indicating that I had offered to work with you, but you wanted global rights, regardless of my pending rights in the USA and United Kingdom. You offer no royalties.

Because of your decision, I am going to wait for the Trademark Trial and Appeal Board decision which applies to the United States.
Then I Will See Who Offers Me The Best Opportunity .

The offer for licensing agreements to this And My other pending-rights is still available I Would Still Like To Work With You . As My Agent Letter Reconfirmed To You Dated June 21 2003 .

www.geocities.com/visionaryman2000/index.html

Sincerely,



Kent G. Anderson

If The Board Sees That There Is A Conflict Then The Applicant Will Amend Or If Pep Boys
Wants To Work Together .

Respectfully submitted by,

Ken G. Anderson

Ref Sample Response . Need Copy Of Proposal They Have Highlighted
Need To Send This Also In .
Hi Shultz
40 Days Answer Need To Visit Friend
Also Future Skin Weight .
Im Working On Response

925 North Griffin
Bismarck, North Dakota 58501
September 9, 2003

Marsha G. Gentner
Jacobson Holman PLLC
400 Seventh Street N. W.
Washington, DC 20004

In Reference to the opposition PEP BOYS:

In my conversation and by the enclosed offer enclosed by Pep Boy that if I sign, they would not attack the marks. They said that I could not make, sell or use any automobile parts or auto accessories under the FUTURE name., I could not sell in or under the retail store or Future Brands name anything having do with automobile parts and auto accessories; nor, have any services stations or stores that would have auto parts and accessories under the FUTURE name. That would include online under the FUTURE name in relation to selling anything to do with auto parts and/or auto accessories. And Of Others .

I am In disagreement with this action. I ask the honorable Trademark Board to recognize their size, power and money used to attack an individual with limited resources. The goal behind Future Licensing World and FUTURE Motors is not to control but to share the name FUTURE so others can see their ideas brought forth under the FUTURE name therefore bringin new ideas to benefit all people.

To allow Pep Boys to take the name FUTURE out of the United States and replace it with FUTURA which is Spanish would cause massive damages to the success of Global Future Brands and Future Motors and the many other applications that are pending.

Further more Pep Boys had years to build and further their claims to Futura which they did not. Pep Boys through the name association are known for auto parts and accessory stores and Futura tires. Their commercials do not mention FUTURE. They only mention Futura for the tires. I have not heard of any other goods or services under the Futura name that the Pep Boys own although they applied for auto accessories Nainly **wheel covers and hub caps**. Michelin manufactures their tires. Pep Boys claim to have the right to attack an individual and the brands FUTURE to take out the name FUTURE and to replace it with Futura in the USA for goods and services and to stop and not allow others from seeing their ideas under the FUTURE Brands which will cause restrictions of trade because I do want to work with them. I have offered them to license the rights to brands Future so that FUTURE Brands can be shared not controlled. Even if the designs, means associated and how used are different, With Only The Rights They Limited Themselves To .this should not conflict in the the public eye.

Pep Boys limited themselves to FUTURA goods and services 012, US019, 021, 023, 031, 035, 044. Goods and Services Automotive accessories, caps **namely vehicle wheel and hub caps**—Futura IC 012 035 Goods and Services **tires**. Examiners did not cite their case and examiners did not bring up any issue of what they are now attacking me and my applications. If there was an issue the examiners would have cited their cases.

OSTROLENK, FABER, GERB & SOFFEN, LLP

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June 23, 2003

Mr. Kent G. Anderson
925 N. Griffin
Bismarck, ND 58501

RE: OFGS Ref : 7/3585-16
Opposer : Chantecaille Beaute, Inc.
Applicant : Kent G. Anderson
Opposition No. : 154189
In the Matter of Appl. Ser. No. 76/049,367
For FUTURE and Design
Applicant: Kent G. Anderson

Dear Mr. Anderson:

This is further in answer to Mr. Alfred C. Schultz's letter dated June 6, 2003 regarding the above matter.

Our client is not willing to make royalty payments in connection with the co-existence agreement. You have taken the position that confusion is unlikely between your mark and that of our client, and we offered the co-existence agreement in recognition of this to avoid litigation expenses.

Our client remains willing to dismiss its opposition proceeding against your FUTURE And Design mark if you sign the co-existence agreement.

OSTROLENK, FABER, GERB & SOFFEN, LLP

Mr. Kent G. Anderson
June 23, 2003
Page 2

If we do not hear from you by July 1, 2003, we will proceed with discovery requests in connection with the opposition.

We look forward to hearing from you.

Very truly yours,

OSTROLENK FABER GERB & SOFFEN, LLP


Lawrence A. Hoffman

LAH:MGF/sks

cc: Mr. Olivier Chantecaille
Mr. Alfred C. Schultz

1708 N. Griffin St.,
Bismarck, ND 58501
June 21, 2003

Lawrence A. Hoffman
Ostrolenk, Fabo, Gerb & Soffen, LLP
1180 Avenue of the Americas,
New York, New York 10036

In re: Your file OFGS Ref: 7/3585-16
Trademark: Future Skin

Dear Mr. Hoffman:

This will acknowledge receipt of your letter of June 6, 2003. Response has been delayed because I have been out of town on vacation.

I was quite surprised that you were of the opinion that I was a lawyer who was not licensed to practice in North Dakota because there was not anything in my letter indicating that I was a lawyer. I am an old retired lawyer who will be honored at the State Bar meeting this week for past experiences.

I was trying to help Kent Anderson with contact with your firm and with negotiations with your client. I have no problem with your direct contact with Kent, but I am still interested in his best welfare and in seeing to it that he is treated fairly.

If he needs further help, then, if he requests further assistance, he can appoint me as his agent if that is necessary to ease your position.

In the meantime, I hope that your client makes a reasonable offer of royalty payments so that the problems are solved for everyone involved.

Very truly yours,

Alfred C. Schultz

cc: Kent Anderson

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

In the matter of Application Serial No. 76/282483
Published in the Official Gazette on April 8, 2003.

THE PEP BOYS MANNY, MOE & JACK OF CALIF.

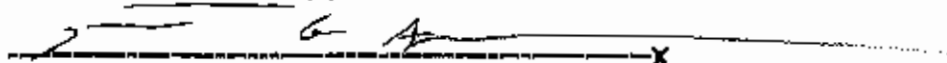
OPPOSER

V

opposition number 91157538

Kent G. Anderson

Applicant,


_____X

Applicant's response and answers to notice of opposition.

The applicant Kent G. Anderson located at 925 North Griffin St., Bismarck, North Dakota hereby responds to the notice of opposition to issuance of registration for the trademark FUTURE. The applicant calls to attention that even Pep Boys didn't see a conflict with FUTURA/FUTURE. Applicant draws attention to publication of 2704922. If there was a conflict with FUTURA and FUTURE which they are claiming, why didn't they oppose these marks?

Furthermore they applied for the mark FUTURA not FUTURE. The Trademark Registration limited their rights-2454578/1582462/778767/

The applicant has not deceived, misled or mistaken the opposer or the public. The applicant draws attention to the Pep Boys offer enclosed. The applicant wants to share the name FUTURE so others can enjoy the usage and see their ideas under the FUTURE name to create an open door policy to test and to market people's ideas in any marketing sector to bring new ideas to benefit all.

The applicant calls attention to the fact "commencing nearly three quarter of a century ago" when they applied for "Pep Boys, Mariny, Moe & Jack through its predecessor in interest and license, The Pep Boys, Manny, Moe & Jack has, and is now, engaged in the distribution marketing, sale advertising and promotion of a variety vehicle parts and accessories parts and accessories as well as retail and wholesale store and automotive maintenance and repair services, throughout the USA." This mark to the public through various channels of trade in interstate commerce with the result that the customers have come to know and recognize "Pep Boys" for tires under the FUTURA name and goods for only tires which they do not manufacture. What right do they have To claim rights to Futura for goods and services they don't even use, and what right do they have to take out the name FUTURE in the USA and replace it with Futura for the goods and service that they didn't even apply for and/or use for three quarters of a century?

Furthermore "Pep Boys" and their associates do not operate under the FUTURA name or the FUTURE name. They use goods identified only as tires under the FUTURA name which has been "Pep Boys" focus and still is. Furthermore in 1964, the first mark which FUTURA is used is for tires only and the dominating word isn't even FUTURA; it is Cornell.

Furthermore "Pep Boys" had nearly three quarters of a century to build FUTURA stores and goods and services under the FUTURA Brands or FUTURE brands. Now, they claim that they have these rights because they have the "Pep Boys" name and the name FUTURA for tires. They did not build stores, goods and services under FUTURA or FUTURE name. They built these using the "Pep Boys" name. The name FUTURA is used only for tires. FUTURA tires are the only tires sold under the "Pep Boys" name.

Furthermore more people only associate "Pep Boys" with Futura tires and nothing else under the FUTURA name. We believe that the "Pep Boys" don't even mention for three quarters of a century or associate FUTURA With FUTURE in their advertisements. They do mention FUTURA for tires. There is no mention of auto parts and accessories that they now claim because they have rights to the FUTURA name under "Pep Boys".

Furthermore Pep Boys had three quarters of a century to apply for the rights which they now claim. They didn't use the name FUTURE in the English language. They use FUTURA which is Spanish for Future which some do not know. "Pep Boys" has built their name "Pep Boys" and has associated it with Futura for only tires. They had three quarters of a century to build stores and to apply for FUTURA and/ or FUTURE for other good and services which they did not. Now they decide that they want these rights. We believe they want all rights to FUTURA and want to take out the name FUTURE in the USA.

Furthermore, the USPTO Trademark attorneys trained in this field who handled these cases did not cite their cases which acknowledges that there was no conflict between FUTURA and FUTURE. The attorneys would have cited the cases if confusion would exist in the public eye regardless of their registered marks. Or they would have cited their cases 2454578/1582462/778767.

Furthermore, before "Pep Boys" filed opposition, the applicant said he would exclude goods, tires, vehicle wheel caps, hub caps. He also had offered to license "Pep Boys" the name FUTURE. The applicant wanted to work together with them. However, he does not agree to their proposal enclosed to eliminate the name FUTURE, limit trade of others under the FUTURE name, and restrict others from appreciation of the name FUTURE. By allowing "Pep Boys" exclusive rights to the name FUTURA and eliminate FUTURE, the applicant believes in due course considerable damage to the applicant's start ups like Global Future Brands Licensing World, FUTURE Motors, FUTURE and other applications with the USPTO which will occur.

Furthermore, it is believed that with the "Pep Boys" objections filed, damage will be caused to us by damaging the chances of licensing the name brand FUTURE and cause a ripple effect to other pending rights, and this action is harming me, the applicant, and restricting my ability to do business. Also adversely affected will be the finding of partners and venture capital. Since we are seeking venture capital, we don't have the resources that they have. Others are reviewing our portfolio and the advertisement of FUTURE Brands has been in the public domain, so that this applicant can find partners and funds so that applicant can honor the USPTO usage.

It is further recognized of their trademarks that they claim:
They applied for Trademark:

Serial Number 2454578,
Mark FUTURA
IC 12, US 019, 021, 023, 031, 035, 044 Goods and Services Automotive
Accessories, namely vehicle wheel caps and hub caps;

~~REGISTERED~~

They had limited their ID namely, vehicle wheel caps and hub caps. No mention is made of parts that they are opposing. Auto accessories are add ons. Furthermore, we believe that they are not manufacturing all automobile parts and accessories under the FUTURA Name. They didn't apply for the FUTURE name. We believe that they intended only vehicle wheel caps and hub caps under FUTURA. Furthermore they had years to further claim to FUTURA or FUTURE which they did not. The fact is that they didn't apply for the mark FUTURE.

Serial number 1582462
Mark FUTURA
IC 012 US 035 good and services. Tires

Their focus since 1965 has been on tires is and still is under the FUTURA name, not "automobiles, trucks, sports utility vehicles, vans, motorcycles, aircraft, space vehicles in general, boats, ships, recreational vehicles, namely, campers and truck campers, locomotives and structural parts therefore for all aforesaid goods" which were allowed by the examiner for FUTURE. These rights are mandatory for the success of FUTURE motors where new ideas and products under the FUTURE name can be brought to the industry. The rights are being opposed by "Pep Boys" They did not apply for the brand FUTURE.

Serial Number 778767
Mark CORNELL FUTURA
IC 012 US 035, G & S Pneumatic Tires for Automotive Vehicles

Their dominating word isn't FUTURA, it is CORNELL for tires in 1964.

I reiterate my position. The applicant calls attention to the fact that the "Pep Boys" applied for FUTURA not FUTURE through trade. "Pep Boys" established the name "Pep Boys" not FUTURA. Regardless of their claim of CORNELL FUTURA in 1964, FUTURA isn't even the dominating word. The tires were sold under the "Pep Boys" name. Why is another well know company who has applied for the brand FUTURA for automobiles not opposing the name FUTURE? Why isn't "Pep Boys" opposing their mark for FUTURA? There are other companies other than "Pep Boys" that have applied for the use of the name and have applied for rights to the name FUTURA?

FUTURA tires has been "Pep Boys" focus for a quarter of a century. They did have that time to further their claims to FUTURA or Apply For The Rights Name FUTURE which they did not. Furthermore FUTURA tires are sold under the "Pep Boys" name not FUTURA. FUTURA is associated with tire sold by "Pep Boys" nothing else. "Pep Boys" and/or their associates do not own parts and accessories stores, tires store, operate service centers, retail stores, manufacture market or sell automotive parts and accessories and/or other under the FUTURA or FUTURE name. They sell FUTURA tires under the "Pep Boys" name and they do not manufacture the FUTURA tires.

Enclose is their offer to me before their opposition. By allowing what they want, we believe damage will be caused to start ups Global Future Brands, FUTURE Motors, FUTURE sm./tm and limit the trade under FUTURE, as well as, restrict others from using the name FUTURE if the "Pep Boys" are allowed to do what they plan.

Furthermore, if they agree to remove their objections, I have no objection to exclude the goods tires, hub caps, and vehicle hub caps under the brand FUTURA And The Applicant Has No Problem With PEP BOYS IN Using The Mark FUTURA Only Used On The Things They Were Used On At The Date Of My First Filing . but I will not be limited to selling other goods and services of ours and/or

others under the FUTURE brands that were applied for; unless they can prove their use of these marks for goods and services under FUTURA in the time of their registered marks that they believe that they have rights to because they have the "Pep Boys" name. In 1964 they applied for tires under CORNELL FUTURA. They applied for FUTURA tires, FUTURA auto accessories, namely vehicle wheel caps and hub caps. Their focus is on tires.

Furthermore it is believe that the "Pep Boys" misled, confused, mistaken and deceived the applicant with their claim and offer of July 22, 2003 which is enclosed.

Furthermore the applicant asks the board to consider that the decision is going to affect the public ability to use the brand FUTURE in the USA in regards to "Pep Boys" claims. I challenge "Pep Boys" and I to go to the public to get their opinion if there is a confusion between FUTURA and FUTURE. I request "Pep Boys" to pay for all expenses for going public.

I am denying the "Pep Boys" claim. The examiners did not see a conflict. I am asking the Board to recognize that the "Pep Boys" size and resources are being used against an individual with limited resources to find and provide for equal representation in regard to this case and other cases that the "Pep Boys" are planning to oppose that would cause damages to the applicant and the marks for the brand FUTURE.

The Applicant still feels that there is a resolution to this conflict.

Applicants web page is www.geocities.com/Visionaryman2000/index.html

For these reasons brought forward, the applicant asks that the notice of opposition be dismissed and that the mark FUTURE be registered.

This paper is filed in duplicate and serviced on the opposition by certified mail

Dated: Bismarck, ND September 2003

Respectfully submitted

Kent G. Anderson, applicant
925 N. Griffin St.,
Bismarck, ND 8501
(701) 223-0639

I hereby certify that on this date, September 2003, this paper in duplicate is being deposited in the United State Post Office with proper postage attached and is being sent by Certified Mail return address required and is addressed to Assistant Commissioner of Trademarks, U.S. Department of Commerce; 2900 Crystal Drive, Arlington, Virginia 22202-3513.

Kent G. Anderson (printed)

Kent G. Anderson

I hereby certify that on this date, September 23, 2003, this paper with attachments was deposited in the U.S. Postoffice with proper postage attached and was sent by certified mail, return proof attached and was addressed to the attorneys for the opposer as follows:

Matthew J. Cuccias
Jacobson Holman, PLLC
400 Seventh St., N. W.
Washington, D.C. 2004

Kent G. Anderson

Kent G. Anderson