

**IN THE UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION**

STANLEY BLACK & DECKER, INC. and  
THE BLACK & DECKER CORPORATION,

Plaintiffs,

Case No.: 1:18-cv-2761

v.

THE PARTNERSHIPS AND UNINCORPORATED  
ASSOCIATIONS IDENTIFIED ON SCHEDULE “A”,

Defendants.

**COMPLAINT**

Plaintiffs Stanley Black & Decker, Inc. and The Black & Decker Corporation (collectively “SBD” or “Plaintiffs”), by its undersigned counsel, hereby complain of the Partnerships and Unincorporated Associations identified on Schedule A attached hereto (collectively, “Defendants”), and for their Complaint hereby allege as follows:

**JURISDICTION AND VENUE**

1. This Court has original subject matter jurisdiction over the claims in this action pursuant to the provisions of the Lanham Act, 15 U.S.C. § 1051 et seq. 28 U.S.C. § 1338(a)–(b) and 28 U.S.C. § 1331. This Court has jurisdiction over the claims in this action that arise under the laws of the State of Illinois pursuant to 28 U.S.C. § 1367(a), because the state law claims are so related to the federal claims that they form part of the same case or controversy and derive from a common nucleus of operative facts.

2. Venue is proper in this Court pursuant to 28 U.S.C. § 1391, and this Court may properly exercise personal jurisdiction over Defendants since each of the Defendants directly targets consumers in the United States, including Illinois, through at least the fully interactive

commercial Internet stores operating under the Defendant Domain Names and/or the Online Marketplace Accounts identified in Schedule A attached hereto (collectively, the “Defendant Internet Stores”). Specifically, Defendants are reaching out to do business with Illinois residents by operating one or more commercial, interactive Internet Stores through which Illinois residents can purchase products bearing counterfeit versions of SBD’s trademarks. Each of the Defendants has targeted sales from Illinois residents by operating online stores that offer shipping to the United States, including Illinois, accept payment in U.S. dollars and, on information and belief, has sold products bearing counterfeit versions of SBD’s federally registered trademarks to residents of Illinois. Each of the Defendants is committing tortious acts in Illinois, is engaging in interstate commerce, and has wrongfully caused SBD substantial injury in the State of Illinois.

### **INTRODUCTION**

3. This action has been filed by SBD to combat online counterfeiters who trade upon Plaintiffs’ reputation and goodwill by selling and/or offering for sale products in connection with SBD’s famous DEWALT trademarks. SBD owns two incontestable trademark registrations in the United States Patent and Trademark Office (“USPTO”) for the DEWALT mark for use in connection with battery packs (collectively the “DEWALT Trademarks”). SBD also owns an incontestable trade dress registration in the USPTO for the DEWALT yellow and black color scheme for use in connection with battery packs (the “DEWALT Trade Dress”). Attached hereto as Exhibit 1 are true and correct copies of said registrations. These registrations are valid and subsisting and have become incontestable. SBD manufactures and sells DEWALT tools and accessories bearing the DEWALT Trademarks and DEWALT Trade Dress, which are valuable assets protecting the goodwill of the business and have never been abandoned.

4. The Black & Decker Corporation is the exclusive distributor or licensor in the United States of the DEWALT Trademarks and Trade Dress.

5. DEWALT tools and accessories, including battery packs, are sold through nearly all the leading department stores, hardware stores and other legitimate retail outlets such as Home Depot, Lowe's Home Improvement, Ace Hardware, True Value, and other major retailers throughout the United States and in Illinois in this jurisdiction.

6. Since 1992, SBD has spent over half a billion dollars promoting the DEWALT product line and the DEWALT Trademarks and Trade Dress. As a result of Plaintiffs' extensive advertising and promotion of the DEWALT products, and billions of dollars in sales, as well as the inherently distinctive color trade dress of the DEWALT products, these products have become widely and favorably known and recognized in the trade and among professional purchasers and users of such products as originating with DEWALT and SBD. The DEWALT name and identity have become indicative of high quality power tools for use in industrial, commercial, professional and "do-it-yourself" applications.

7. As a consequence of these efforts and the enormous popularity of the DEWALT products, the DEWALT name and the yellow and black colors used in the entire DEWALT line have long been associated with Plaintiffs by purchasers and potential purchasers of such products. The non-functional color combination alone attracts customers and creates an immediate association with Plaintiffs' DEWALT product line and quality image.

8. In 1998, Judge Cacheris of the United States District Court for the Eastern District of Virginia issued an extensive opinion finding that Plaintiffs' massive sales and marketing efforts "caused the distinctive yellow and black color scheme on the DEWALT line to achieve consumer recognition soon after its initial launch." *Black & Decker v. Pro-Tech*, 26 F.Supp.2d

834, 851 (E.D. Va. 1998). "Professional power tool users began to associate yellow and black with DEWALT by March 1992...and Plaintiffs' aggressive marketing efforts certainly caused secondary meaning to arise by May of 1992." *Id.*

9. Survey evidence credited in *Pro-Tech* showed that 95% of the professional power tool users contacted believed that a power tool having yellow and black colors originated with a single source, while 85% of the total correctly associated that color scheme with Plaintiffs or "DEWALT." Related "likelihood of confusion" surveys also elicited repeated, spontaneous mentions of DEWALT and Black & Decker.

10. As a consequence, Judge Cacheris held that Plaintiffs' DEWALT yellow and black colors enjoy "a level of consumer recognition that parallels the extent to which the public associates golden arches with the McDonald's Corporation." *Pro-Tech*, 26 F.Supp.2d at 851. The DEWALT yellow and black color scheme has achieved secondary meaning.

11. In a subsequent lawsuit filed by Plaintiffs against Atlas Copco for its use of an infringing yellow and black color scheme, the court in the Eastern District of Virginia entered a Consent Judgment Order on January 2, 2001, which "permanently enjoined" Atlas Copco from "selling, marketing or distributing electric power tools and packaging for such tools having a yellow and black color combination."

12. On April 10, 2002, the court in the Eastern District of Virginia entered a permanent injunction against other yellow and black tool infringers (Grex Power Tools and Frank Wong) in which Grex acknowledged infringement and that "Black & Decker has valid, enforceable, and protectable trademark and trade dress rights in its yellow and black color scheme for electric power tools and pneumatic tools."

### **THE PLAINTIFFS**

13. Plaintiff Stanley Black & Decker, Inc. is a corporation duly organized and existing under the laws of the State of Connecticut, with its principal place of business located at 1000 Stanley Drive, New Britain, Connecticut 06053. SBD is the successor-in-interest to The Stanley Works.

14. Plaintiff The Black & Decker Corporation is a Maryland corporation having its principal place of business at 701 East Joppa Road, Towson, Maryland. The Black & Decker Corporation owns all trademark and trade dress rights relating to the products of Stanley Black & Decker, Inc.

15. SBD is renowned in the U.S. and around the world as a leading manufacturer and marketer of power tools, hand tools, tool kits, and a wide variety of other products for home improvement, consumer, industrial and professional use. Long before Defendants' acts described herein, SBD marketed its products in connection with the DEWALT Trademarks and Trade dress.

### **THE DEFENDANTS**

16. Defendants are individuals and business entities who, upon information and belief, reside in the People's Republic of China or other foreign jurisdictions. Defendants conduct business throughout the United States, including within Illinois and in this Judicial District, through the operation of the fully interactive commercial websites and online marketplaces operating under the Defendant Internet Stores. Each Defendant targets the United States, including Illinois, and has offered to sell and, on information and belief, has sold and continues to sell counterfeit DEWALT products to consumers within the United States, including Illinois and in this Judicial District.

17. To sell their counterfeits, Defendants create numerous Defendant Internet Stores and design them to appear to be selling genuine DEWALT products, while actually selling unauthorized and/or inferior imitations of the DEWALT products. The Defendant Internet Stores share unique identifiers, such as design elements and similarities of the counterfeit products offered for sale, establishing a logical relationship between them and suggesting that Defendants' illegal operations arise out of the same transaction, occurrence, or series of transactions or occurrences. Defendants typically attempt to avoid liability by going to great lengths to conceal both their identities and the full scope and interworking of their illegal counterfeiting operation. SBD has filed this action to combat Defendants' infringement and counterfeiting of the DEWALT Trademarks and Trade Dress, as well as to protect unknowing consumers from purchasing unauthorized DEWALT products over the Internet. SBD has been and continues to be irreparably damaged through consumer confusion, dilution, and tarnishment of its valuable DEWALT Trademarks and Trade Dress and as a result of Defendants' actions and seeks injunctive and monetary relief.

18. This Court has personal jurisdiction over each Defendant, in that each Defendant conducts significant business in Illinois and in this Judicial District, and the acts and events giving rise to this lawsuit of which each Defendant stands accused were undertaken in Illinois and in this Judicial District.

#### **THE DEFENDANTS' UNLAWFUL CONDUCT**

19. The success of the DEWALT brand has resulted in its significant counterfeiting. SBD has identified numerous domain names linked to fully interactive websites and marketplace listings on platforms such as Aliexpress, including the Defendant Internet Stores, which were offering for sale, selling, and importing infringing and/or counterfeit DEWALT products to

consumers in this Judicial District and throughout the United States. Defendants have persisted in creating the Defendant Internet Stores. Internet websites like the Defendant Internet Stores are estimated to receive tens of millions of visits per year and to generate over \$135 billion in annual online sales. According to an intellectual property rights seizures statistics report issued by Homeland Security, the manufacturer's suggested retail price (MSRP) of goods seized by the U.S. government annually exceed \$1 billion. Internet websites like the Defendant Internet Stores are also estimated to contribute to tens of thousands of lost jobs for legitimate businesses and broader economic damages such as lost tax revenue every year.

20. Upon information and belief, Defendants facilitate sales by designing the Defendant Internet Stores so that they appear to unknowing consumers to be authorized online retailers, outlet stores, or wholesalers selling genuine DEWALT products. Many of the Defendant Internet Stores look sophisticated and accept payment in U.S. dollars via credit cards, Western Union and PayPal. Defendant Internet Stores often include images and design elements that make it very difficult for consumers to distinguish such counterfeit sites from an authorized website. Defendants further perpetuate the illusion of legitimacy by offering "live 24/7" customer service and using indicia of authenticity and security that consumers have come to associate with authorized retailers, including the McAfee® Security, VeriSign®, Visa®, MasterCard®, and PayPal® logos. SBD has not licensed or authorized Defendants to use its DEWALT Trademarks and Trade Dress, and none of the Defendants are authorized retailers of genuine DEWALT products.

21. Upon information and belief, Defendants also deceive unknowing consumers by using the DEWALT Trademarks and Trade Dress without authorization within the content, text, and/or meta tags of their websites in order to attract various search engines crawling the Internet

looking for websites relevant to consumer searches for DEWALT products. Additionally, upon information and belief, Defendants use other unauthorized search engine optimization (SEO) tactics and social media spamming so that the Defendant Internet Stores listings show up at or near the top of relevant search results and misdirect consumers searching for genuine DEWALT products. Further, Defendants utilize similar illegitimate SEO tactics to propel new domain names to the top of search results after others are shut down. As such, SBD also seeks to disable Defendant Domain Names owned by Defendants that are the means by which the Defendants could continue to sell counterfeit DEWALT products.

22. Defendants often go to great lengths to conceal their identities and often use multiple fictitious names and addresses to register and operate their network of Defendant Internet Stores. Upon information and belief, Defendants regularly create new websites and online marketplace accounts on various platforms using the identities listed in Schedule A to the Complaint, as well as other unknown fictitious names and addresses. Such Defendant Internet Store registration patterns are one of many common tactics used by the Defendants to conceal their identities, the full scope and interworking of their counterfeiting operation, and to avoid being shut down.

23. Even though Defendants operate under multiple fictitious names, there are numerous similarities among the Defendant Internet Stores. For example, the counterfeit DEWALT products for sale in the Defendant Internet Stores bear similarities and indicia of being related to one another, suggesting that the counterfeit DEWALT products were manufactured by and come from a common source and that, upon information and belief, Defendants are interrelated.

24. Upon information and belief, Defendants in this case and defendants in other similar cases against online counterfeiters use a variety of other common tactics to evade

enforcement efforts. For example, counterfeiters like Defendants will often register new domain names or online marketplace accounts under new aliases once they receive notice of a lawsuit. Counterfeiters also often move website hosting to rogue servers located outside the United States once notice of a lawsuit is received. Rogue servers are notorious for ignoring take down demands sent by brand owners. Counterfeiters also typically ship products in small quantities via international mail to minimize detection by U.S. Customs and Border Protection. A 2012 U.S. Customs and Border Protection report on seizure statistics indicated that the Internet has fueled “explosive growth” in the number of small packages of counterfeit goods shipped through the mail and express carriers.

25. Further, counterfeiters, such as Defendants, typically operate multiple credit card merchant accounts and PayPal accounts behind layers of payment gateways so that they can continue operation in spite of SBD’s enforcement efforts. Upon information and belief, Defendants maintain off-shore bank accounts and regularly move funds from their PayPal accounts to off-shore bank accounts outside the jurisdiction of this Court. Indeed, analysis of PayPal transaction logs from previous similar cases indicates that offshore counterfeiters regularly move funds from U.S.-based PayPal accounts to China-based bank accounts outside the jurisdiction of this Court.

26. Defendants, without any authorization or license from SBD, have knowingly and willfully used and continue to use the DEWALT Trademarks and Trade Dress in connection with the advertisement, distribution, offering for sale, and sale of counterfeit DEWALT products into the United States and Illinois over the Internet. Each Defendant Internet Store offers shipping to the United States, including Illinois, and, on information and belief, each Defendant has offered to sell counterfeit or infringing DEWALT products into the United States, including Illinois.

27. Defendants' use of the DEWALT Trademarks and Trade Dress in connection with the advertising, distribution, offering for sale, and sale of counterfeit or infringing DEWALT products, including the sale of counterfeit or infringing DEWALT products into Illinois, is likely to cause and has caused confusion, mistake, and deception by and among consumers and is irreparably harming SBD.

**COUNT I**  
**TRADEMARK INFRINGEMENT AND COUNTERFEITING (15 U.S.C. § 1114)**

28. SBD repeats and incorporates by reference herein its allegations contained in the above paragraphs of this Complaint.

29. This is a trademark infringement action against Defendants based on their unauthorized use in commerce of the registered DEWALT Trademarks and Trade Dress in connection with the sale, offering for sale, distribution, and/or advertising of infringing goods. The DEWALT Trademarks and Trade Dress are highly distinctive marks. Consumers have come to expect the highest quality from SBD's products provided under the DEWALT Trademarks and Trade Dress.

30. Defendants have sold, offered to sell, marketed, distributed, and advertised, and are still selling, offering to sell, marketing, distributing, and advertising products in connection with the DEWALT Trademarks and Trade Dress without SBD's permission.

31. SBD is the exclusive owner of the trademark. SBD's United States Registrations for the DEWALT Trademarks and Trade Dress (Exhibit 1) are in full force and effect. Upon information and belief, Defendants have knowledge of SBD's rights in the DEWALT Trademarks and Trade Dress, and are willfully infringing and intentionally using counterfeits of the DEWALT Trademarks and Trade Dress. Defendants' willful, intentional and unauthorized

use of the trademark is likely to cause and is causing confusion, mistake, and deception as to the origin and quality of the counterfeit goods among the general public.

32. Defendants' activities constitute willful trademark infringement and counterfeiting under Section 32 of the Lanham Act, 15 U.S.C. § 1114.

33. SBD has no adequate remedy at law, and if Defendants' actions are not enjoined, SBD will continue to suffer irreparable harm to its reputation and the goodwill of its well-known DEWALT Trademarks and Trade Dress.

34. The injuries and damages sustained by SBD have been directly and proximately caused by Defendants' wrongful reproduction, use, advertisement, promotion, offering to sell, and sale of counterfeit or infringing DEWALT products.

**COUNT II**  
**FALSE DESIGNATION OF ORIGIN (15 U.S.C. § 1125(a))**

35. SBD repeats and incorporates by reference herein its allegations contained in the above paragraphs of this Complaint.

36. Defendants' promotion, marketing, offering for sale, and sale of counterfeit or infringing DEWALT products has created and is creating a likelihood of confusion, mistake, and deception among the general public as to the affiliation, connection, or association with SBD or the origin, sponsorship, or approval of Defendants' counterfeit DEWALT products by SBD.

37. By using the DEWALT Trademarks and Trade Dress in connection with the sale of counterfeit or infringing DEWALT products, Defendants create a false designation of origin and a misleading representation of fact as to the origin and sponsorship of the counterfeit or infringing DEWALT products.

38. Defendants' false designation of origin and misrepresentation of fact as to the origin and/or sponsorship of the counterfeit or infringing DEWALT products to the general public is a willful violation of Section 43 of the Lanham Act, 15 U.S.C. § 1125.

39. SBD has no adequate remedy at law and, if Defendants' actions are not enjoined, SBD will continue to suffer irreparable harm to its reputation and the goodwill of its brands.

**COUNT III**  
**VIOLATION OF ILLINOIS UNIFORM DECEPTIVE TRADE PRACTICES ACT**  
**(815 ILCS § 510, et seq.)**

40. SBD repeats and incorporates by reference herein its allegations contained in the above paragraphs of this Complaint.

41. Defendants have engaged in acts violating Illinois law including, but not limited to, passing off their counterfeit or infringing DEWALT products as those of SBD, causing a likelihood of confusion and/or misunderstanding as to the source of their goods, causing a likelihood of confusion and/or misunderstanding as to an affiliation, connection, or association with genuine DEWALT products, representing that their products have SBD's approval or authorization when they do not, and engaging in other conduct which creates a likelihood of confusion or misunderstanding among the public.

42. The foregoing Defendants' acts constitute a willful violation of the Illinois Uniform Deceptive Trade Practices Act, 815 ILCS § 510, et seq.

43. SBD has no adequate remedy at law, and Defendants' conduct has caused SBD to suffer damage to its reputation and goodwill. Unless enjoined by the Court, SBD will suffer future irreparable harm as a direct result of Defendants' unlawful activities.

**PRAYER FOR RELIEF**

WHEREFORE, SBD prays for judgment against Defendants as follows:

1) That Defendants, their affiliates, officers, agents, servants, employees, attorneys, confederates, and all persons acting for, with, by, through, under, or in active concert with them be temporarily, preliminarily, and permanently enjoined and restrained from:

- a. using the DEWALT Trademarks and Trade Dress or any reproductions, counterfeit copies, or colorable imitations thereof in any manner in connection with the distribution, marketing, advertising, offering for sale, or sale of any product that is not a genuine DEWALT product or is not authorized by SBD to be sold in connection with the DEWALT Trademarks and Trade Dress;
- b. passing off, inducing, or enabling others to sell or pass off any product as a genuine DEWALT product or any other product produced by SBD that is not SBD's or not produced under the authorization, control, or supervision of SBD and approved by SBD for sale under the DEWALT Trademarks and Trade Dress;
- c. committing any acts calculated to cause consumers to believe that Defendants' counterfeit DEWALT products are those sold under the authorization, control, or supervision of SBD, or are sponsored by, approved by, or otherwise connected with SBD;
- d. further infringing the DEWALT Trademarks and Trade Dress and damaging SBD's goodwill;
- e. otherwise competing unfairly with SBD in any manner;
- f. shipping, delivering, holding for sale, transferring or otherwise moving, storing, distributing, returning, or otherwise disposing of, in any manner, products or inventory

not manufactured by or for SBD, nor authorized by SBD to be sold or offered for sale, and which bear any SBD trademark, including the DEWALT Trademarks and Trade Dress, or any reproductions, counterfeit copies, or colorable imitations thereof;

- g. using, linking to, transferring, selling, exercising control over, or otherwise owning the Online Marketplace Accounts, the Defendant Domain Names, or any other domain name or online marketplace account that is being used to sell or is the means by which Defendants could continue to sell counterfeit DEWALT products; and
- h. operating and/or hosting websites at the Defendant Domain Names and any other domain names registered or operated by Defendants that are involved with the distribution, marketing, advertising, offering for sale, or sale of any product bearing the DEWALT Trademarks and Trade Dress or any reproduction, counterfeit copy or colorable imitation thereof that is not a genuine DEWALT product or not authorized by SBD to be sold in connection with the DEWALT Trademarks and Trade Dress;

2) That Defendants, within fourteen (14) days after service of judgment with notice of entry thereof upon them, be required to file with the Court and serve upon SBD a written report under oath setting forth in detail the manner and form in which Defendants have complied with paragraph 1, a through h, above;

3) Entry of an Order that, at SBD's choosing, the registrant of the Defendant Domain Names shall be changed from the current registrant to SBD, and that the domain name registries for the Defendant Domain Names, including, but not limited to, VeriSign, Inc., Neustar, Inc., Afilias Limited, CentralNic, Nominet, and the Public Interest Registry, shall unlock and change the registrar of record for the Defendant Domain Names to a registrar of SBD's selection, and that the domain name registrars take any steps necessary to transfer the Defendant Domain

Names to a registrar of SBD's selection; or that the same domain name registries shall disable the Defendant Domain Names and make them inactive and untransferable;

4) Entry of an Order that, upon SBD's request, those in privity with Defendants and those with notice of the injunction, including any online marketplaces such as iOffer and Alibaba Group Holding Ltd., Alipay.com Co., Ltd. and any related Alibaba entities (collectively, "Alibaba"), social media platforms, Facebook, YouTube, LinkedIn, Twitter, Internet search engines such as Google, Bing and Yahoo, web hosts for the Defendant Domain Names, and domain name registrars, shall:

- a. disable and cease providing services for any accounts through which Defendants engage in the sale of counterfeit DEWALT products using the DEWALT Trademarks and Trade Dress, including any accounts associated with the Defendants listed on Schedule A;
- b. disable and cease displaying any advertisements used by or associated with Defendants in connection with the sale of counterfeit DEWALT products using the DEWALT Trademarks and Trade Dress; and
- c. take all steps necessary to prevent links to the Defendant Domain Names identified on Schedule A from displaying in search results, including, but not limited to, removing links to the Defendant Domain Names from any search index; and

5) That Defendants account for and pay to SBD all profits realized by Defendants by reason of Defendants' unlawful acts herein alleged, and that the amount of damages for infringement of the DEWALT Trademarks and Trade Dress be increased by a sum not exceeding three times the amount thereof as provided by 15 U.S.C. § 1117;

- 6) In the alternative, that SBD be awarded statutory damages pursuant to 15 U.S.C. § 1117(c)(2) of \$2,000,000 for each and every use of the DEWALT Trademarks and Trade Dress;
- 7) That SBD be awarded its reasonable attorneys' fees and costs; and
- 8) Award any and all other relief that this Court deems just and proper.

DATED: April 18, 2018

Respectfully submitted,

/s/ Keith A. Vogt

Keith A. Vogt, Esq. (Bar No. 6207971)

Keith Vogt, Ltd.

1033 South Blvd., Suite 200

Oak Park, Illinois 60302

Telephone: 708-203-4787

E-mail: keith@vogtip.com

Yanling Jiang, J.D. (Bar No. 6309336)

JiangIP LLC

233 South Wacker Drive, 84<sup>th</sup> Floor

Chicago, Illinois 60606

Telephone: 312-283-8091

Email: yanling@jiangip.com

***ATTORNEYS FOR PLAINTIFFS***

# Exhibit 1

Int. Cls.: 7 and 9

Prior U.S. Cls.: 21 and 23

**United States Patent and Trademark Office**

**Reg. No. 1,734,403**

Registered Nov. 24, 1992

**TRADEMARK  
PRINCIPAL REGISTER**

**DEWALT**

BLACK & DECKER CORPORATION, THE  
(MARYLAND CORPORATION)  
701 EAST JOPPA ROAD  
TOWSON, MD 21204

FOR: POWER OPERATED TOOLS AND MACHINES; NAMELY, DRILLS, DRILL PRESSES, AND HAMMER DRILLS; IMPACT WRENCHES; PLANERS; ROUTERS; SANDERS; SHAPERS; AND SAWS; NAMELY, CHOP SAWS, CIRCULAR SAWS, MITER SAWS, PANEL SAWS, RADIAL ARM SAWS, RECIPROCATING SAWS, AND TABLE SAWS; BITS; NAMELY, DRILL BITS, ROUTER BITS, AND SCREW-DRIVER BITS; DRILL CHUCKS; DRILL CHUCK KEYS; HOLE CUTTER; HOLE SAW MANDRELS; SAW BLADES; AND WHEELS;

NAMELY, ABRASIVE WHEELS, GRINDING WHEELS, AND WIRE WHEELS; AND PARTS THEREFOR, IN CLASS 7 (U.S. CL. 23).

FIRST USE 0-0-1923; IN COMMERCE 0-0-1923.

FOR: BATTERY PACKS AND BATTERY CHARGERS, IN CLASS 9 (U.S. CL. 21).

FIRST USE 1-0-1992; IN COMMERCE 1-0-1992.

OWNER OF U.S. REG. NOS. 621,152 AND 1,328,005.

SEC. 2(F).

SER. NO. 74-257,871, FILED 3-23-1992.

KATHLEEN M. VANSTON, EXAMINING ATTORNEY

Int. Cls.: 7 and 9

Prior U.S. Cls.: 21 and 23

United States Patent and Trademark Office **Reg. No. 1,734,404**  
Registered Nov. 24, 1992

**TRADEMARK  
PRINCIPAL REGISTER**

**DEWALT**

BLACK & DECKER CORPORATION, THE  
(MARYLAND CORPORATION)  
701 EAST JOPPA ROAD  
TOWSON, MD 21204

FOR: POWER OPERATED TOOLS AND MACHINES; NAMELY, DRILLS, DRILL PRESSES, AND HAMMER DRILLS; IMPACT WRENCHES; PLANERS; ROUTERS; SANDERS; SHAPERS; AND SAWS; NAMELY, CHOP SAWS, CIRCULAR SAWS, MITER SAWS, PANEL SAWS, RADIAL ARM SAWS, RECIPROCATING SAWS, AND TABLE SAWS; BITS; NAMELY, DRILL BITS, ROUTER BITS, AND SCREWDRIVER BITS; DRILL CHUCKS; DRILL CHUCK KEYS; HOLE CUTTER; HOLE SAW MANDRELS; SAW BLADES; AND WHEELS;

NAMELY, ABRASIVE WHEELS, GRINDING WHEELS, AND WIRE WHEELS; AND PARTS THEREFOR; IN CLASS 7 (U.S. CL. 23).

FIRST USE 0-0-1923; IN COMMERCE 0-0-1923.

FOR: BATTERY PACKS AND BATTERY CHARGERS, IN CLASS 9 (U.S. CL. 21).

FIRST USE 1-0-1992; IN COMMERCE 1-0-1992.

OWNER OF U.S. REG. NOS. 621,152 AND 1,328,005.

SEC. 2(F).

SER. NO. 74-257,872, FILED 3-23-1992.

KATHLEEN M. VANSTON, EXAMINING ATTORNEY

Int. Cl.: 9

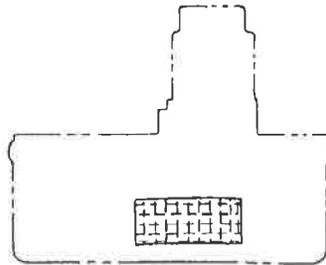
Prior U.S. Cls.: 21, 23, 26, 36 and 38

United States Patent and Trademark Office

Reg. No. 3,064,666

Registered Mar. 7, 2006

TRADEMARK  
PRINCIPAL REGISTER



BLACK & DECKER CORPORATION, THE  
(MARYLAND CORPORATION)

701 E. JOPPA ROAD  
TOWSON, MD 21286

FOR: ELECTRIC POWER TOOLS HAVING AN ELECTRIC MOTOR OR OTHER ELECTRIC DRIVING SYSTEM, OR POWERED BY A SOURCE OF ELECTRIC ENERGY, NAMELY A BATTERY PACK, DISTRIBUTED FOR USE IN CONSTRUCTION, SPECIALTY TRADES, WOODWORKING, RETAIL SALES AND/OR GENERAL SERVICE AND REPAIR INDUSTRIES AND USED IN THE FOREGOING TRADES, INDUSTRIES OR IN AND AROUND THE HOME, IN CLASS 9 (U.S. CLS. 21, 23, 26, 36 AND 38).

FIRST USE 1-31-1992; IN COMMERCE 1-31-1992.

THE MARK CONSISTS OF A TWO COLOR SCHEME USING YELLOW AND BLACK WHEREIN THE COLOR YELLOW IS APPLIED TO AT LEAST ONE ACCENT PORTION AND THE COLOR BLACK IS APPLIED TO THE HOUSING. THE DOTTED OUTLINE REPRESENTS THE SHAPE OF THE HOUSING AND IS INTENDED TO SHOW THE POSITION OF THE MARK AND IS NOT PART OF THE MARK AS SHOWN. THE DRAWING IS LINED FOR THE COLOR YELLOW AND THE COLOR BETWEEN THE DOTTED LINES AND THE LINING IS BLACK.

SEC. 2(F).

SER. NO. 76-009,496, FILED 3-24-2000.

KAREN BRACEY, EXAMINING ATTORNEY