

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT		
NATURE OF CONVEYANCE:	Corrective Assignment to correct the owner information, which needs to be corrected to show Tavazo Corporation, a Canada corporation, the registrant, as owner. previously recorded on Reel 004476 Frame 0380. Assignor(s) hereby confirms the fact that there was no conveyance of the trademark or registration in the document improperly recorded as an assignment..		
CONVEYING PARTY DATA			
	Name	Formerly	Execution Date
	Tavazo Corporation		03/22/2013
			Entity Type
			CORPORATION: CANADA
RECEIVING PARTY DATA			
Name:	Tavazo Corporation		
Street Address:	120 West Beaver Creek Road, Unit 4		
City:	Richmond Hill		
State/Country:	CANADA		
Postal Code:	L4B 1L2		
Entity Type:	CORPORATION: CANADA		
PROPERTY NUMBERS Total: 1			
	Property Type	Number	Word Mark
	Registration Number:	2832224	TAVAZO
CORRESPONDENCE DATA			
Fax Number:	3102869573		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	310/785-1200		
Email:	jk@jonathankirsch.com, spollyea@jonathankirsch.com		
Correspondent Name:	Jonathan Kirsch		
Address Line 1:	1880 Century Park East, Suite 515		
Address Line 2:	Law Offices of Jonathan Kirsch		
Address Line 4:	Los Angeles, CALIFORNIA 90067		
DOMESTIC REPRESENTATIVE			

OP \$40.00 2832224

Name: Jonathan Kirsch
Address Line 1: 1880 Century Park East, Suite 515
Address Line 2: Law Offices of Jonathan Kirsch
Address Line 4: Los Angeles, CALIFORNIA 90067

NAME OF SUBMITTER:	Jonathan Kirsch
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Signature:	/Jonathan Kirsch/
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Date:	03/22/2013
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Total Attachments: 12

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TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name		Formerly	Execution Date
TAVAZO CORPORATION			02/07/2011
			CORPORATION: CANADA
RECEIVING PARTY DATA			
Name:	TAVAZO CORPORATION		
Street Address:	3891 Balsa St.		
City:	Irvine		
State/Country:	CALIFORNIA		
Postal Code:	92606		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2832224	TAVAZO	
CORRESPONDENCE DATA			
Fax Number:	(949)852-4453		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	9498524454		
Email:	chrisjafari@gmail.com		
Correspondent Name:	Christopher K. Jafari, Esq.		
Address Line 1:	1 Park Plaza		
Address Line 2:	Suite 600		
Address Line 4:	Irvine, CALIFORNIA 92614		
NAME OF SUBMITTER:		Christopher K. Jafari, Esq.	
Signature:		/cj/	
Date:		02/10/2011	
Total Attachments: 1			

OP \$40.00 2832224

Corrective Assignment

CORRECTIVE ASSIGNMENT

This Corrective Assignment is executed on behalf of Tavazo Corporation (the "Corporation"), a corporation organized under the laws of the Province of Ontario under Corp. No. 1253279, by and through its undersigned authorized signatory.

1. The Corporation is the owner and user of exclusive trademark rights in and to the word mark TAVAZO ("the TAVAZO Mark"), and the reputation and goodwill associated with the TAVAZO Mark, in Canada, the United States of America, and elsewhere in the world, and the exclusive owner of trademark registrations for the TAVAZO Mark, including but not limited to Reg. No. TMA544425 in the Canadian Intellectual Property Office ("the Canadian Registration") and Reg. No. 2832224 in the United States Patent and Trademark Office ("the U.S. Registration").

2. Two of the then-serving Directors of the Corporation, Alireza Tavazofar and Parviz Tavazofar, affixed their signature to a document titled "Unanimous Written Consent and Board Resolution of the Directors of TAVAZO INC. a Canadian corporation," dated February 7, 2011 ("the 2011 Resolution"), which purported to authorize and consent to the transfer of the U.S. Registration to an entity identified as "Tavazo Inc U.S.A.," Corporate ID No 34291131.

3. The Board of Directors of the Corporation as it was constituted on February 7, 2011, consisted of Alireza Tavazofar, Khosrow Tavazofar, Parviz Tavazofar, and Reza Tavazofar, such that Alireza Tavazofar and Parviz Tavazofar did not constitute a majority of the Board of Directors.

4. Khosrow Tavazofar and Reza Tavazofar did not attend any meeting of the Board of Directors of the Corporation on February 7, 2011, and Khosrow Tavazofar and Reza Tavazofar did not sign the 2011 Resolution.

5. No noticed meeting of the Board of Directors of the Corporation took place on February 7, 2011.

6. An entity identified as Tavazo Corporation, a corporation organized under the laws of California ("Tavazo California"), caused the 2011 Resolution to be recorded in the USPTO and, by reason of such recordation, the registrant and owner of record of the U.S. Registration is now identified in the records of the USPTO as Tavazo Corporation, a California corporation. In doing so, Tavazo California fraudulently represented to the USPTO that the 2011 Resolution was an assignment that assigned the entire interest and goodwill in and to the Tavazo Mark to Tavazo California.

7. The signing and recordation of the 2011 Resolution was and is void, invalid, ineffective, wrongful and damaging as to the Corporation for all of the reasons set forth below, among other reasons:

(a) The 2011 Resolution wrongly and falsely recites that it is an action of the Board of Directors of a corporation called "Tavazo, Inc." but purports to bind a corporation called Tavazo Corporation;

(b) The 2011 Resolution wrongly and falsely recites that it is an action by "unanimous written consent" of the Directors of Tavazo, Inc. but is signed by only two of four directors of the Corporation;

(c) The 2011 Resolution wrongly and falsely recites that it is an action by "the undersigned majority number of directors of TAVAZO Inc.," but, as noted above, it is signed by only two of four directors of the Corporation;

(JK 3-20-13)

Corrective Assignment

(d) The third clause of the 2011 Resolution purports to "approve the terms and conditions of such transfer of Trade Mark" but no terms and conditions are stated in the 2011 Resolution;

(e) The fourth clause of the 2011 Resolution, which is styled as an action on behalf of a corporation identified as Tavazo Inc., purports to authorize, empower and direct the officers of a business entity referred to as "the Company" to "take such further actions...in order to convey good and marketable title to the shares of stock to the Purchaser," but neither "Company" nor "Purchaser" are defined and no reference is made in the fourth clause of the 2011 to the U.S. Registration or the TAVAZO Mark.

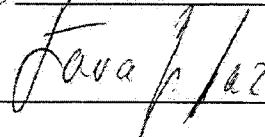
(f) The 2011 Resolution does not bear the Seal of the Corporation, which is the business entity whose valuable intellectual property is purportedly to be transferred.

(g) The U.S. Registration is in full force and effect, and the TAVAZO Mark is in actual use in interstate commerce in the United States of America by the Corporation and/or its licensees.

(h) The recordation of the 2011 Resolution in the U.S. Patent and Trademark Office and the purported transfer of ownership of the U.S. Registration to Tavazo Corporation, a California corporation, were and are false, wrongful, invalid, void and ineffective.

8. On march 2013, 2013, the Corporation filed a Complaint against the corporation referred to herein as Tavazo California, a true and correct copy of which is attached hereto and incorporated by reference. The Complaint seeks, among other things, an order of the U.S. District Court to the effect that the purported assignment of the Tavazo Mark to Tavazo California was and is null, void and of no force and effect whatsoever and directing the Commissioner of Trademarks to expunge the "Unanimous Consent" from the records of the U.S. Patent and Trademark and to restore the Corporation as the sole owner of record of the Tavazo Mark.

Executed on march 22, 2013, at Richmond Hill, Ontario, CA by the undersigned authorized signatory of the Corporation.



Name: Khosrow Tavazofar

Title: President

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ROSENBERG MENDLIN & ROSEN, LLP
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528 Colorado Avenue
Santa Monica, California 90401
Telephone: (310) 899-9008
Facsimile: (310) 899-9006

Attorneys for Plaintiff Tavazo Corporation (Canada)

BY: _____
13 MAR 21 PM 1:29
CLERK U.S. DISTRICT COURT
CENTRAL DIST. OF CALIF.
LOS ANGELES

FILED

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

TAVAZO CORPORATION, a
Canadian corporation,

Plaintiff,

v.

TAVAZO CORPORATION, a
California corporation,

Defendant.

CASE NO.
SA CV 13-0464 DOC (JPP&)

COMPLAINT FOR:
1. DECLARATORY RELIEF
2. PRELIMINARY AND
PERMANENT INJUNCTIVE
RELIEF

COMPLAINT

1 **PLAINTIFF ALLEGES ON INFORMATION AND BELIEF AS**
2 **FOLLOWS:**

3 **PARTIES, JURISDICTION, AND VENUE**

4 1. Plaintiff TAVAZO CORPORATION (hereinafter referred to as "Tavazo
5 Canada") is a corporation organized and existing under the laws of the province of
6 Ontario, Canada. It is in the business of selling dried fruits and nuts. It has been in
7 business since 1998 in Canada and since 1950 in Iran.

8 2. Defendant TAVAZO CORPORATION (hereinafter referred to as "Tavazo
9 California") is a corporation organized and existing under the laws of the State of
10 California, although its status is listed as suspended by the California Secretary of State.
11 Its office address is 1701 E. Edinger Ave. Suite A2, Santa Ana, California 92705. It also
12 operates a retail store selling dried fruits and nuts at 14417B Culver Drive, Irvine,
13 California 92604.

14 3. This action arises under the Trademark Act of 1946, 15 U.S.C. § 1051 *et*
15 *seq.*, and the common laws of the State of California.

16 4. This Court has subject matter jurisdiction over Plaintiff's claims pursuant to
17 28 U.S.C. §§ 1331, 1338(a) and (b), 2201, and 15 U.S.C. §§ 1116, 1119, 1121.

18 5. Venue is proper in this Court pursuant to 28 U.S.C. § 1391(b) because
19 Defendant Tavazo California conducts substantial business within this judicial district
20 related to the unlawful activity at issue, and because a substantial part of the events
21 giving rise to the claim occurred in this judicial district.

22
23 **FACTS COMMON TO ALL CLAIMS FOR RELIEF**

24 6. As of February 7, 2011, the Board of Directors of Tavazo consisted of
25 Alireza Tavazofar ("Alireza"), Khosrow Tavazofar ("Khosrow"), Reza Tavazofar
26 ("Reza"), and Parviz Tavazofar ("Parviz").
27
28

1 7. Plaintiff Tavazo Canada is the owner and user of exclusive trademark rights
2 in and to the word mark TAVAZO (hereinafter referred to as "the Tavazo Mark"), and
3 the reputation and goodwill associated with the Tavazo Mark, in Canada, the United
4 States, and elsewhere in the world, and is the exclusive owner of trademark registrations
5 for the Tavazo Mark, including but not limited to Reg. No. TMA544425 in the
6 Canadian Intellectual Property Office (hereinafter referred to as "the Canadian
7 registration") and Reg. No. 2832224 in the United States Patent and Trademark Office
8 (hereinafter referred to as "the U.S. registration").

9 8. On or around February 7, 2011, two of the then-serving Directors of Tavazo
10 Canada, Alireza and Parviz, affixed their signature to a document entitled "Unanimous
11 Written Consent and Board Resolution of the Directors of TAVAZO INC. a Canadian
12 corporation" (hereinafter referred to as "the February 2011 Resolution") [Exhibit 1].
13 The 2011 Resolution purported to authorize and consent to the transfer or assignment of
14 the U.S. registration to an entity identified as "Tavazo Inc. U.S.A., Corporate ID No
15 34291131," which may be Defendant Tavazo California. No actual "assignment" or
16 similar conveyance was prepared by or signed by these Directors nor anyone else on
17 behalf of Tavazo Canada. There is no "Tavazo Inc." either in Canada or in the United
18 States.

19 9. Alireza signed the February 2011 Resolution under the mistaken belief that
20 the California corporation was to be established to carry on the family business in the
21 United States, and that the corporation was to be family owned in the same percentages
22 as prevails for Tavazo Canada.

23 10. Parviz and Alireza did not constitute a majority of the Board of Directors of
24 Tavazo Canada, of which then there were four. Khosrow and Reza did not attend any
25 meeting of the Board of Directors on or about February 7, 2011, nor did they sign the
26 2011 Resolution. Additionally, no noticed meeting of the Board of Directors took place
27 on or about February 7, 2011.

1 11. On or about February 10, 2011, Tavazo California caused the 2011
2 Resolution (but no "assignment") to be recorded in the United States Patent and
3 Trademark Office. By reason of such recordation, the registrant and owner of the U.S.
4 registration is now identified in the records of the United States Patent and Trademark
5 Office as Tavazo California. This is improper and is the subject of this Complaint.
6

7 **FIRST CLAIM FOR RELIEF**
8 **FOR DECLARATORY RELIEF**

9 **28 U.S.C. § 2201, 15 U.S.C. §§ 1116, 1119, 1121**

10 12. Plaintiff incorporates all prior allegations of this Complaint.

11 13. Plaintiff is entitled to a declaration stating that the signing and recordation
12 of the 2011 Resolution was and is void, invalid, ineffective, wrongful and damaging as
13 to Plaintiff Tavazo Canada for all of the following reasons, among others:

14 a. The February 2011 Resolution [Exhibit 1] wrongly and falsely recites
15 that it is an action of the Board of Directors on an entity called "Tavazo Inc.,"
16 which does not exist but purports to bind a corporation called Tavazo Corporation;

17 b. The February 2011 Resolution wrongly and falsely recites that it is
18 an action by "unanimous written consent" of the Directors of Tavazo, Inc. but is
19 signed by only two of four directors of Tavazo Canada.

20 c. The February 2011 Resolution wrongly and falsely recites that it is
21 an action by "the undersigned majority number of directors of TAVAZO Inc.,"
22 but, as noted above, it is signed by only two of four directors of Tavazo Canada.

23 d. The third clause of the February 2011 Resolution purports to
24 "approve the terms and conditions of such transfer of Trade Mark" but no terms
25 and conditions are stated in the 2011 Resolution (nor elsewhere);

26 e. The fourth clause of the 2011 Resolution, which is styled as an action
27 on behalf of a corporation identified as Tavazo Inc., purports to authorize,
28

1 empower and direct the officers of a business entity referred to as "the Company"
2 to "take such further actions...in order to convey good and marketable title to the
3 shares of stock to the Purchaser," but neither "Company" nor "Purchaser" are
4 defined and no reference is made in the fourth clause of the February 2011
5 Resolution to the U.S. registration or the Tavazo Mark;

6 f. The February 2011 Resolution does not bear the Seal of the
7 Corporation, which is the business entity whose valuable intellectual property is
8 purportedly to be transferred;

9 g. A purported transfer of trademark rights cannot transfer only the
10 trademark rights alone, but must also transfer the goodwill associated with the
11 mark to be valid; and

12 h. No purported "assignment" or other document, purportedly
13 authorized to be prepared by the "unanimous consent" was prepared or executed
14 by or on behalf of Tavazo Canada.

15 14. In any action involving a registered mark, this Court may "rectify the
16 register with respect to the registrations of any party to the action" pursuant to 15 U.S.C.
17 § 1119.

18 15. The Tavazo Mark is a registered mark.

19 16. Both Plaintiff and Defendant are parties to this action.

20 17. Plaintiff is entitled to declaratory relief in the form of an order rectifying the
21 register with regard to the Tavazo Mark because Parviz knowingly made
22 misrepresentations regarding material facts in papers submitted to the United States
23 Patent and Trademark Office relating to the purported assignment of the Tavazo Mark to
24 Tavazo California.

25 18. These misrepresentations were made knowingly, were intended to induce,
26 and did induce, the Patent and Trademark Office to change the registrant and owner of
27 the U.S. Registration of the Tavazo Mark, from Tavazo Canada to Tavazo California.

1 19. This fraudulent procurement of the trademark registration is grounds for
2 this Court to issue an order to the United States Patent and Trademark Office under 28
3 U.S.C. §§ 1119 and 1121.

4 20. Even if the procurement of the trademark registration was not fraudulent,
5 but rather was merely negligent, it was nevertheless unlawful, and Plaintiff is entitled to
6 have it set aside.

7
8 **SECOND CLAIM FOR RELIEF**

9 **FOR PRELIMINARY AND PERMANENT INJUNCTIVE RELIEF**

10 21. Plaintiff incorporates all prior allegations of this Complaint.

11 22. Plaintiff is informed and believes, and on that basis alleges, that unless
12 Defendant is restrained and enjoined by order of this Court from continuing to use the
13 Tavazo Mark or assigning or transferring it to others, Defendant will continue to use the
14 Mark and may attempt to assign or transfer the Mark to others. Such conduct will result
15 in irreparable harm to Plaintiff.

16 23. Plaintiff is entitled to an order compelling Tavazo California to inform the
17 Patent and Trademark Office that its February 2011 registration was in error and that it
18 withdraws that registration, pursuant to 15 U.S.C. §§ 1116, 1119, and 1121.

19 24. Plaintiff is also entitled to an order prohibiting Defendant from assigning or
20 transferring the Mark to others.

21 25. Plaintiff has no other plain, speedy, or adequate remedy at law for the
22 injuries which it will suffer as a result of Defendant's unlawful acts. The injunctive
23 relief prayed for herein is necessary and appropriate at this time for Plaintiff's peace and
24 security in its trademark rights and to prevent further irreparable loss to Plaintiff, and to
25 avoid further confusion over the identity of the lawful registration of the Mark and to
26 avoid a multiplicity of actions involving additional parties who may attempt to claim
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1 bona fide purchaser status if they obtain assignments or transfers of rights from Tavazo
2 California.

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5 **PRAYER**

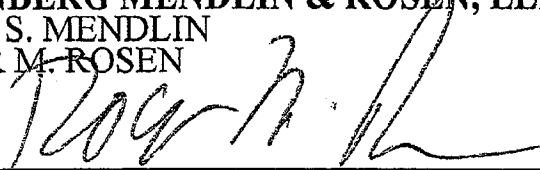
6 WHEREFORE, Plaintiff prays for:

- 7 1. Declaratory relief consistent with the first claim for reward;
8 2. A temporary restraining order restraining Defendant from continued use
9 or future assignment of the Tavazo Mark;
10 3. A permanent injunction compelling Defendant to inform the United
11 States Patent and Trademark Office that its February 2011 registration
12 was in error and that it withdraws same;
13 4. That the Clerk of this Court advise the United States Patent and
14 Trademark Office of the disposition of this matter, and so specifically
15 advise the United States Patent and Trademark Office to rectify the
16 registration of the Tavazo Mark to expunge the registration in favor of
17 Tavazo California and to restore the registration to Tavazo Canada;
18 5. Costs; and
19 6. Such other and further relief as the Court deems appropriate and just.

20
21 Dated: March 21, 2013

Respectfully submitted,

22
23 **ROSENBERG MENDLIN & ROSEN, LLP**
JOYCE S. MENDLIN
ROGER M. ROSEN

24
25 By: 
26 **ROGER M. ROSEN**
Attorneys for Plaintiff Tavazo Corporation (Canada)

Original Coversheet To Be Corrected