

# U.S. Customs and Border Protection

## GENERAL NOTICES



### ACCREDITATION AND APPROVAL OF INSPECTORATE AMERICA CORPORATION, AS A COMMERCIAL GAUGER AND LABORATORY

**AGENCY:** U.S. Customs and Border Protection, Department of Homeland Security.

**ACTION:** Notice of accreditation and approval of Inspectorate America Corporation, as a commercial gauger and laboratory.

**SUMMARY:** Notice is hereby given that, pursuant to 19 CFR 151.12 and 19 CFR 151.13, Inspectorate America Corporation, 2947 Duttons Mill Road, Suite A-1, Aston, PA 19014, has been approved to gauge and accredited to test petroleum and petroleum products, organic chemicals and vegetable oils for customs purposes, in accordance with the provisions of 19 CFR 151.12 and 19 CFR 151.13. Anyone wishing to employ this entity to conduct laboratory analyses and gauger services should request and receive written assurances from the entity that it is accredited or approved by the U.S. Customs and Border Protection to conduct the specific test or gauger service requested. Alternatively, inquires regarding the specific test or gauger service this entity is accredited or approved to perform may be directed to the U.S. Customs and Border Protection by calling (202) 344-1060. The inquiry may also be sent to [cbp.labhq@dhs.gov](mailto:cbp.labhq@dhs.gov). Please reference the website listed below for a complete listing of CBP approved gaugers and accredited laboratories.

[http://cbp.gov/xp/cgov/import/operations\\_support/labs\\_scientific\\_svcs/commercial\\_gaugers/](http://cbp.gov/xp/cgov/import/operations_support/labs_scientific_svcs/commercial_gaugers/)

**DATES:** The accreditation and approval of Inspectorate America Corporation, as commercial gauger and laboratory became effective on June 11, 2009. The next triennial inspection date will be scheduled for June 2012.

**FOR FURTHER INFORMATION CONTACT:** Anthony Malana, Laboratories and Scientific Services, U.S. Customs and Border Protection, 1300 Pennsylvania Avenue, NW, Suite 1500N, Washington, DC 20229, 202-344-1060.

Dated: August 4, 2009

IRA S. REESE  
*Executive Director*  
*Laboratories and Scientific Services*

[Published in the Federal Register, August 13, 2009 (74 FR 40831)]



## APPROVAL OF INTERTEK USA, INC., AS A COMMERCIAL GAUGER

**AGENCY:** U.S. Customs and Border Protection, Department of Homeland Security.

**ACTION:** Notice of approval of Intertek USA, Inc., as a commercial gauger.

**SUMMARY:** Notice is hereby given that, pursuant to 19 CFR 151.13, Intertek USA, Inc., 91-110 Hanua Street #204, Kapolei, HI 96707, has been approved to gauge petroleum, petroleum products, organic chemicals and vegetable oils for customs purposes, in accordance with the provisions of 19 CFR 151.13. Anyone wishing to employ this entity to conduct gauger services should request and receive written assurances from the entity that it is approved by the U.S. Customs and Border Protection to conduct the specific gauger service requested. Alternatively, inquires regarding the specific gauger service this entity is approved to perform may be directed to the U.S. Customs and Border Protection by calling (202) 344-1060. The inquiry may also be sent to [cbp.labhq@dhs.gov](mailto:cbp.labhq@dhs.gov). Please reference the website listed below for a complete listing of CBP approved gaugers and accredited laboratories.

[http://cbp.gov/xp/cgov/import/operations\\_support/labs\\_scientific\\_svcs/commercial\\_gaugers/](http://cbp.gov/xp/cgov/import/operations_support/labs_scientific_svcs/commercial_gaugers/)

**DATES:** The approval of Intertek USA, Inc., as commercial gauger became effective on May 20, 2009. The next triennial inspection date will be scheduled for May 2012.

**FOR FURTHER INFORMATION CONTACT:** Anthony Malana, Laboratories and Scientific Services, U.S. Customs and Border Protection, 1300 Pennsylvania Avenue, NW, Suite 1500N, Washington, DC 20229, 202-344-1060.

Dated: August 4, 2009

IRA S. REESE  
*Executive Director*  
*Laboratories and Scientific Services*

[Published in the Federal Register, August 13, 2009 (74 FR 40833)]

**ACCREDITATION AND APPROVAL OF INTERTEK USA,  
INC., AS A COMMERCIAL GAUGER AND LABORATORY**

**AGENCY:** U.S. Customs and Border Protection, Department of Homeland Security.

**ACTION:** Notice of accreditation and approval of Intertek USA, Inc., as a commercial gauger and laboratory.

**SUMMARY:** Notice is hereby given that, pursuant to 19 CFR 151.12 and 19 CFR 151.13, Intertek USA, Inc., 4951A East Adamo Drive, Suite 130, Tampa, FL 33605, has been approved to gauge and accredited to test petroleum and petroleum products, organic chemicals and vegetable oils for customs purposes, in accordance with the provisions of 19 CFR 151.12 and 19 CFR 151.13. Anyone wishing to employ this entity to conduct laboratory analyses and gauger services should request and receive written assurances from the entity that it is accredited or approved by the U.S. Customs and Border Protection to conduct the specific test or gauger service requested. Alternatively, inquires regarding the specific test or gauger service this entity is accredited or approved to perform may be directed to the U.S. Customs and Border Protection by calling (202) 344-1060. The inquiry may also be sent to [cbp.labhq@dhs.gov](mailto:cbp.labhq@dhs.gov). Please reference the website listed below for a complete listing of CBP approved gaugers and accredited laboratories.

[http://cbp.gov/xp/cgov/import/operations\\_support/labs\\_scientific\\_svcs/commercial\\_gaugers/](http://cbp.gov/xp/cgov/import/operations_support/labs_scientific_svcs/commercial_gaugers/)

**DATES:** The accreditation and approval of Intertek USA, Inc., as commercial gauger and laboratory became effective on June 03, 2009. The next triennial inspection date will be scheduled for June 2012.

**FOR FURTHER INFORMATION CONTACT:** Anthony Malana, Laboratories and Scientific Services, U.S. Customs and Border Protection, 1300 Pennsylvania Avenue, NW, Suite 1500N, Washington, DC 20229, 202-344-1060.

Dated: August 4, 2009

IRA S. REESE  
*Executive Director*  
*Laboratories and Scientific Services*

[Published in the Federal Register, August 13, 2009 (74 FR 40831)]

**APPROVAL OF INTERTEK USA, INC., AS A COMMERCIAL GAUGER**

**AGENCY:** U.S. Customs and Border Protection, Department of Homeland Security.

**ACTION:** Notice of approval of Intertek USA, Inc., as a commercial gauger.

**SUMMARY:** Notice is hereby given that, pursuant to 19 CFR 151.13, Intertek USA, Inc., 354 Fairbanks Street, Valdez, AK 99686, has been approved to gauge petroleum, petroleum products, organic chemicals and vegetable oils for customs purposes, in accordance with the provisions of 19 CFR 151.13. Anyone wishing to employ this entity to conduct gauger services should request and receive written assurances from the entity that it is approved by the U.S. Customs and Border Protection to conduct the specific gauger service requested. Alternatively, inquires regarding the specific gauger service this entity is approved to perform may be directed to the U.S. Customs and Border Protection by calling (202) 344-1060. The inquiry may also be sent to [cbp.labhq@dhs.gov](mailto:cbp.labhq@dhs.gov). Please reference the website listed below for a complete listing of CBP approved gaugers and accredited laboratories.

[http://cbp.gov/xp/cgov/import/operations\\_support/labs\\_scientific\\_svcs/commercial\\_gaugers/](http://cbp.gov/xp/cgov/import/operations_support/labs_scientific_svcs/commercial_gaugers/)

**DATES:** The approval of Intertek USA, Inc., as commercial gauger became effective on May 28, 2009. The next triennial inspection date will be scheduled for May 2012.

**FOR FURTHER INFORMATION CONTACT:** Anthony Malana, Laboratories and Scientific Services, U.S. Customs and Border Protection, 1300 Pennsylvania Avenue, NW, Suite 1500N, Washington, DC 20229, 202-344-1060.

Dated: August 4, 2009

IRA S. REESE  
*Executive Director*  
*Laboratories and Scientific Services*

[Published in the Federal Register, August 13, 2009 (74 FR 40833)]

**APPROVAL OF MARINE TECHNICAL SURVEYORS, INC.,  
AS A COMMERCIAL GAUGER**

**AGENCY:** U.S. Customs and Border Protection, Department of Homeland Security.

**ACTION:** Notice of approval of Marine Technical Surveyors, Inc., as a commercial gauger.

**SUMMARY:** Notice is hereby given that, pursuant to 19 CFR 151.13, Marine Technical Surveyors, Inc., 2382 Highway 1 South, Donaldsonville, LA 70346, has been approved to gauge petroleum, petroleum products, organic chemicals and vegetable oils for customs purposes, in accordance with the provisions of 19 CFR 151.13. Anyone wishing to employ this entity to conduct gauger services should request and receive written assurances from the entity that it is approved by the U.S. Customs and Border Protection to conduct the specific gauger service requested. Alternatively, inquires regarding the specific gauger service this entity is approved to perform may be directed to the U.S. Customs and Border Protection by calling (202) 344-1060. The inquiry may also be sent to [cbp.labhq@dhs.gov](mailto:cbp.labhq@dhs.gov). Please reference the website listed below for a complete listing of CBP approved gaugers and accredited laboratories.

[http://cbp.gov/xp/cgov/import/operations\\_support/labs\\_scientific\\_svcs/commercial\\_gaugers/](http://cbp.gov/xp/cgov/import/operations_support/labs_scientific_svcs/commercial_gaugers/)

**DATES:** The approval of Marine Technical Surveyors, Inc., as commercial gauger became effective on March 19, 2009. The next triennial inspection date will be scheduled for March 2012.

**FOR FURTHER INFORMATION CONTACT:** Anthony Malana, Laboratories and Scientific Services, U.S. Customs and Border Protection, 1300 Pennsylvania Avenue, NW, Suite 1500N, Washington, DC 20229, 202-344-1060.

Dated: August 4, 2009

IRA S. REESE  
*Executive Director*  
*Laboratories and Scientific Services*

[Published in the Federal Register, August 13, 2009 (74 FR 40832)]

**ACCREDITATION AND APPROVAL OF OILTEST, INC., AS  
A COMMERCIAL GAUGER AND LABORATORY**

**AGENCY:** U.S. Customs and Border Protection, Department of Homeland Security.

**ACTION:** Notice of accreditation and approval of Oiltest, Inc., as a commercial gauger and laboratory.

**SUMMARY:** Notice is hereby given that, pursuant to 19 CFR 151.12 and 19 CFR 151.13, Oiltest, Inc., 100 Grove Road, Paulsboro, NJ 08066, has been approved to gauge and accredited to test petroleum and petroleum products, organic chemicals and vegetable oils for customs purposes, in accordance with the provisions of 19 CFR 151.12 and 19 CFR 151.13. Anyone wishing to employ this entity to conduct laboratory analyses and gauger services should request and receive written assurances from the entity that it is accredited or approved by the U.S. Customs and Border Protection to conduct the specific test or gauger service requested. Alternatively, inquires regarding the specific test or gauger service this entity is accredited or approved to perform may be directed to the U.S. Customs and Border Protection by calling (202) 344-1060. The inquiry may also be sent to [cbp.labhq@dhs.gov](mailto:cbp.labhq@dhs.gov). Please reference the website listed below for a complete listing of CBP approved gaugers and accredited laboratories.

[http://cbp.gov/xp/cgov/import/operations\\_support/labs\\_scientific\\_svcs/commercial\\_gaugers/](http://cbp.gov/xp/cgov/import/operations_support/labs_scientific_svcs/commercial_gaugers/)

**DATES:** The accreditation and approval of Oiltest, Inc., as commercial gauger and laboratory became effective on June 09, 2009. The next triennial inspection date will be scheduled for June 2012.

**FOR FURTHER INFORMATION CONTACT:** Anthony Malana, Laboratories and Scientific Services, U.S. Customs and Border Protection, 1300 Pennsylvania Avenue, NW, Suite 1500N, Washington, DC 20229, 202-344-1060.

Dated: August 4, 2009

IRA S. REESE  
*Executive Director*  
*Laboratories and Scientific Services*

[Published in the Federal Register, August 13, 2009 (74 FR 40830)]

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**APPROVAL OF PETROSPECT, INC., AS A COMMERCIAL  
GAUGER**

**AGENCY:** U.S. Customs and Border Protection, Department of Homeland Security.

**ACTION:** Notice of approval of Petrospect, Inc., as a commercial gauger.

**SUMMARY:** Notice is hereby given that, pursuant to 19 CFR 151.13, Petrospect, Inc., 499 N. Nimitz Pier 21, Honolulu, HI 96817, has been approved to gauge petroleum, petroleum products, organic chemicals and vegetable oils for customs purposes, in accordance with the provisions of 19 CFR 151.13. Anyone wishing to employ this entity to conduct gauger services should request and receive written assurances from the entity that it is approved by the U.S. Customs and Border Protection to conduct the specific gauger service requested. Alternatively, inquires regarding the specific gauger service this entity is approved to perform may be directed to the U.S. Customs and Border Protection by calling (202) 344-1060. The inquiry may also be sent to [cbp.labhq@dhs.gov](mailto:cbp.labhq@dhs.gov). Please reference the website listed below for a complete listing of CBP approved gaugers and accredited laboratories.

[http://cbp.gov/xp/cgov/import/operations\\_support/labs\\_scientific\\_svcs/commercial\\_gaugers/](http://cbp.gov/xp/cgov/import/operations_support/labs_scientific_svcs/commercial_gaugers/)

**DATES:** The approval of Petrospect, Inc., as commercial gauger became effective on May 21, 2009. The next triennial inspection date will be scheduled for May 2012.

**FOR FURTHER INFORMATION CONTACT:** Anthony Malana, Laboratories and Scientific Services, U.S. Customs and Border Protection, 1300 Pennsylvania Avenue, NW, Suite 1500N, Washington, DC 20229, 202-344-1060.

Dated: August 4, 2009

IRA S. REESE  
*Executive Director*  
*Laboratories and Scientific Services*

[Published in the Federal Register, August 13, 2009 (74 FR 40833)]



**ACCREDITATION AND APPROVAL OF SAYBOLT LP, AS A  
COMMERCIAL GAUGER AND LABORATORY**

**AGENCY:** U.S. Customs and Border Protection, Department of Homeland Security.

**ACTION:** Notice of accreditation and approval of Saybolt LP, as a commercial gauger and laboratory.

**SUMMARY:** Notice is hereby given that, pursuant to 19 CFR 151.12 and 19 CFR 151.13, Saybolt LP, 235 Marginal St. Suite 3, Chelsea, MA 02150, has been approved to gauge and accredited to test petroleum and petroleum products, organic chemicals and vegetable oils for customs purposes, in accordance with the provisions of 19 CFR 151.12 and 19 CFR 151.13. Anyone wishing to employ this entity to conduct laboratory analyses and gauger services should request and receive written assurances from the entity that it is accredited or approved by the U.S. Customs and Border Protection to conduct the specific test or gauger service requested. Alternatively, inquires regarding the specific test or gauger service this entity is accredited or approved to perform may be directed to the U.S. Customs and Border Protection by calling (202) 344-1060. The inquiry may also be sent to [cbp.labhq@dhs.gov](mailto:cbp.labhq@dhs.gov). Please reference the website listed below for a complete listing of CBP approved gaugers and accredited laboratories.

[http://cbp.gov/xp/cgov/import/operations\\_support/labs\\_scientific\\_svcs/commercial\\_gaugers/](http://cbp.gov/xp/cgov/import/operations_support/labs_scientific_svcs/commercial_gaugers/)

**DATES:** The accreditation and approval of Saybolt LP, as commercial gauger and laboratory became effective on April 09, 2009. The next triennial inspection date will be scheduled for April 2012.

**FOR FURTHER INFORMATION CONTACT:** Anthony Malana, Laboratories and Scientific Services, U.S. Customs and Border Protection, 1300 Pennsylvania Avenue, NW, Suite 1500N, Washington, DC 20229, 202-344-1060.



Dated: August 4, 2009

IRA S. REESE  
*Executive Director*  
*Laboratories and Scientific Services*

[Published in the Federal Register, August 13, 2009 (74 FR 40832)]

**ACCREDITATION AND APPROVAL OF SAYBOLT LP, AS A  
COMMERCIAL GAUGER AND LABORATORY**

**AGENCY:** U.S. Customs and Border Protection, Department of Homeland Security.

**ACTION:** Notice of accreditation and approval of Saybolt LP, as a commercial gauger and laboratory.

**SUMMARY:** Notice is hereby given that, pursuant to 19 CFR 151.12 and 19 CFR 151.13, Saybolt LP, 710 Loop 197 North, Texas City, TX 77590, has been approved to gauge and accredited to test petroleum and petroleum products, organic chemicals and vegetable oils for customs purposes, in accordance with the provisions of 19 CFR 151.12 and 19 CFR 151.13. Anyone wishing to employ this entity to conduct laboratory analyses and gauger services should request and receive written assurances from the entity that it is accredited or approved by the U.S. Customs and Border Protection to conduct the specific test or gauger service requested. Alternatively, inquires regarding the specific test or gauger service this entity is accredited or approved to perform may be directed to the U.S. Customs and Border Protection by calling (202) 344-1060. The inquiry may also be sent to [cbp.labhq@dhs.gov](mailto:cbp.labhq@dhs.gov). Please reference the website listed below for a complete listing of CBP approved gaugers and accredited laboratories.

[http://cbp.gov/xp/cgov/import/operations\\_support/labs\\_scientific\\_svcs/commercial\\_gaugers/](http://cbp.gov/xp/cgov/import/operations_support/labs_scientific_svcs/commercial_gaugers/)

**DATES:** The accreditation and approval of Saybolt LP, as commercial gauger and laboratory became effective on March 24, 2009. The next triennial inspection date will be scheduled for March 2012.

**FOR FURTHER INFORMATION CONTACT:** Anthony Malana, Laboratories and Scientific Services, U.S. Customs and Border Protection, 1300 Pennsylvania Avenue, NW, Suite 1500N, Washington, DC 20229, 202-344-1060.

Dated: August 4, 2009

IRA S. REESE  
*Executive Director*  
*Laboratories and Scientific Services*

[Published in the Federal Register, August 13, 2009 (74 FR 40832)]

**ACCREDITATION AND APPROVAL OF SGS NORTH  
AMERICA, INC., AS A COMMERCIAL GAUGER AND  
LABORATORY**

**AGENCY:** U.S. Customs and Border Protection, Department of Homeland Security.

**ACTION:** Notice of accreditation and approval of SGS North America, Inc., as a commercial gauger and laboratory.

**SUMMARY:** Notice is hereby given that, pursuant to 19 CFR 151.12 and 19 CFR 151.13, SGS North America, Inc., 151 James Drive West, St. Rose, LA 70087, has been approved to gauge and accredited to test petroleum and petroleum products, organic chemicals and vegetable oils for customs purposes, in accordance with the provisions of 19 CFR 151.12 and 19 CFR 151.13. Anyone wishing to employ this entity to conduct laboratory analyses and gauger services should request and receive written assurances from the entity that it is accredited or approved by the U.S. Customs and Border Protection to conduct the specific test or gauger service requested. Alternatively, inquires regarding the specific test or gauger service this entity is accredited or approved to perform may be directed to the U.S. Customs and Border Protection by calling (202) 344-1060. The inquiry may also be sent to [cbp.labhq@dhs.gov](mailto:cbp.labhq@dhs.gov). Please reference the website listed below for a complete listing of CBP approved gaugers and accredited laboratories.

[http://cbp.gov/xp/cgov/import/operations\\_support/labs\\_scientific\\_svcs/commercial\\_gaugers/](http://cbp.gov/xp/cgov/import/operations_support/labs_scientific_svcs/commercial_gaugers/)

**DATES:** The accreditation and approval of SGS North America, Inc., as commercial gauger and laboratory became effective on April 21, 2009. The next triennial inspection date will be scheduled for April 2012.

**FOR FURTHER INFORMATION CONTACT:** Anthony Malana, Laboratories and Scientific Services, U.S. Customs and Border Protection, 1300 Pennsylvania Avenue, NW, Suite 1500N, Washington, DC 20229, 202-344-1060.

Dated: August 4, 2009

IRA S. REESE  
*Executive Director*  
*Laboratories and Scientific Services*

[Published in the Federal Register, August 13, 2009 (74 FR 40831)]

**AGENCY INFORMATION COLLECTION ACTIVITIES:  
Protest**

**AGENCY:** U.S. Customs and Border Protection, Department of Homeland Security

**ACTION:** 30-Day notice and request for comments; Revision of an existing information collection: 1651-0017

**SUMMARY:** U.S. Customs and Border Protection (CBP) of the Department of Homeland Security has submitted the following information collection request to the Office of Management and Budget (OMB) for review and approval in accordance with the Paperwork Reduction Act: Protest (Form 19). This is a proposed revision and extension of an information collection that was previously approved. CBP is proposing that this information collection be extended with a change to the burden hours. This document is published to obtain comments from the public and affected agencies. This proposed information collection was previously published in the Federal Register (74 FR 16227) on April 9, 2009, allowing for a 60-day comment period. This notice allows for an additional 30 days for public comments. This process is conducted in accordance with 5 CFR 1320.10.

**DATES:** Written comments should be received on or before September 14, 2009.

**ADDRESSES:** Interested persons are invited to submit written comments on the proposed information collection to the Office of Information and Regulatory Affairs, Office of Management and Budget. Comments should be addressed to the OMB Desk Officer for Customs and Border Protection, Department of Homeland Security, and sent via electronic mail to [oir\\_submission@omb.eop.gov](mailto:oir_submission@omb.eop.gov) or faxed to (202) 395-5806.

**SUPPLEMENTARY INFORMATION:**

U.S. Customs and Border Protection (CBP) encourages the general public and affected Federal agencies to submit written comments and suggestions on proposed and/or continuing information collection re-

quests pursuant to the Paperwork Reduction Act (Pub. L.104-13). Your comments should address one of the following four points:

- (1) Evaluate whether the proposed collection of information is necessary for the proper performance of the functions of the agency/component, including whether the information will have practical utility;
- (2) Evaluate the accuracy of the agencies/components estimate of the burden of The proposed collection of information, including the validity of the methodology and assumptions used;
- (3) Enhance the quality, utility, and clarity of the information to be collected; and
- (4) Minimize the burden of the collections of information on those who are to respond, including the use of appropriate automated, electronic, mechanical, or other technological techniques or other forms of information.

**Abstract:** Protest (Form 19) is used by an importer, filer, or any party at interest to petition CBP, or protest any action made by the port director on or against any imported merchandise. The burden hours were adjusted for this information collection due to revised estimates by CBP which included increasing the estimated time per response from 30 minutes to 60 minutes. No substantive revisions were made to Form 19.

**Current Actions:** This submission is being made to extend the expiration date with a change to the burden hours.

**Type of Review:** Extension (with change)

**Affected Public:** Businesses

**Estimated Number of Respondents:** 3750

**Estimated Number of Annual Responses per Respondent:** 12

**Estimated Number of Total Annual Responses:** 45,000

**Estimated Time Per Respondent:** 60 minutes

**Estimated Total Annual Burden Hours:** 45,000

If additional information is required contact: Tracey Denning, U.S. Customs and Border Protection, Office of Regulations and Rulings, 799 9th Street, NW, 7th Floor, Washington, DC. 20229-1177, at 202-325-0265.

Dated: August 7, 2009

TRACEY DENNING  
*Agency Clearance Officer*  
*Customs and Border Protection*

[Published in the Federal Register, August 13, 2009 (74 FR 40826)]



**COPYRIGHT, TRADEMARK, AND TRADE NAME  
RECORDATIONS**  
**(No. 5 2009)**

**AGENCY:** U.S. Customs and Border Protection, Department of Homeland Security.

**SUMMARY:** Presented herein are the copyrights, trademarks, and trade names recorded with U.S. Customs and Border Protection during the month of July 2009. The last notice was published in the CUSTOMS BULLETIN on August 6, 2009.

Corrections or updates may be sent to: Department of Homeland Security, U.S. Customs and Border Protection, Office of Regulations and Rulings, IPR Branch, 1300 Pennsylvania Avenue, N.W., Mint Annex, Washington, D.C. 20229.

**FOR FURTHER INFORMATION CONTACT:** Delois Johnson, Paralegal, Intellectual Property Rights Branch, (202) 325-0088.

Dated: August 4, 2009

RICHARD F. CHOVANEC  
*Acting Chief,*  
*Intellectual Property Rights &*  
*Restricted Merchandise Branch*

Attachment

## CBP IPR Recordation – July 2009

Recordation No.	Effective Date	Expiration Date	Name of Cop/Tm/Trn	Owner Name	GM Restricted
TMK 06-00405	7/29/2009	9/28/2009	WAVE MIXER IN LOGO	GE HEALTHCARE BIOSCIENCE BIO-PROCESS CORP.	No
TMK 09-00713	7/29/2009	2/23/2019	SCHOENHUT	SCHOENHUT PIANO COMPANY INC.	No
TMK 06-00219	7/14/2009	5/6/2019	REFRIGWEAR & DESIGN	REFRIGWEAR, INC.	No
TMK 98-00242	7/29/2009	8/22/2019	TAYLOR GUITARS	TAYLOR-LISTUG, INC.	No
TMK 09-00728	7/29/2009	3/17/2019	GT AND DESIGN	TRADEMARK HOLDINGS CORPORATION	No
TMK 09-00714	7/29/2009	4/21/2019	370Z	NISSAN JIDOSHA KABUSHIKI KAISHA	No
TMK 09-00675	7/29/2009	10/7/2018	HERCULES	HERCULES CHEMICAL COMPANY, INC.	No
TMK 09-00719	7/29/2009	5/31/2015	GENTEX	GENTEX CORPORATION	No
TMK 06-00527	7/29/2009	9/20/2015	WAVE BIOTECH IN LOGO	GE HEALTHCARE BIOSCIENCE BIO-PROCESS CORP.	No
TMK 06-00528	7/29/2009	10/12/2009	WAVE BIOREACTOR IN LOGO	GE HEALTHCARE BIOSCIENCE BIO-PROCESS CORP.	No

## CBP IPR Recordation – July 2009

Recordation No.	Effective Date	Expiration Date	Name of Cop/Tmk/Tnm	Owner Name	GM Restricted
TMK 06-00560	7/29/2009	5/25/2014	WAVE MIXER	GE HEALTHCARE BIOSCIENCE BIO-PROCESS CORP.	No
TMK 06-00563	7/29/2009	6/3/2013	HOT LIPS TUBE SEALER	GE HEALTHCARE BIOSCIENCE BIO-PROCESS CORP.	No
TMK 09-00485	7/1/2009	5/31/2018	GOLDEN QILLA	AMAR SINGH CHAWAL WALA	No
TMK 09-00532	7/6/2009	7/12/2015	GARDENSHARP	FORTUNE PRODUCTS, INC.	No
TMK 06-00450	7/29/2009	2/17/2014	CELLBAG	GE HEALTHCARE BIOSCIENCE BIO-PROCESS CORP.	No
TMK 06-00561	7/9/2009	9/27/2015	BIOWAVE	GE HEALTHCARE BIOSCIENCE BIO-PROCESS CORP.	No
TMK 06-00564	7/29/2009	9/30/2013	WAVEBAG	GE HEALTHCARE BIOSCIENCE BIO-PROCESS CORP.	No
TMK 00-00226	7/7/2009	5/9/2019	TEMPLE UNIVERSITY	TEMPLE UNIVERSITY	No
TMK 06-00280	7/29/2009	4/6/2014	WAVE BIOREACTOR	GE HEALTHCARE BIOSCIENCE BIO-PROCESS CORP.	No
TMK 00-00193	7/29/2009	6/12/2019	EXPRESS	EXPRESS LLC.	No

## CBP IPR Recordation – July 2009

Recordation No.	Effective Date	Expiration Date	Name of Cop/Tmk/Tm	Owner Name	GM Restricted
TMK 01-00001	7/29/2009	11/18/2017	MODERN LAMP DESIGN	LAVA LJTE LLC.	No
TMK 02-00489	7/29/2019	5/11/2019	FLOWER FAIRIES	FREDERICK WARNE & CO., LTD.	No
TMK 02-00808	7/10/2009	4/6/2019	BONNEY	CEDAR INVESTMENTS, INC.	No
TMK 03-00718	7/29/2009	8/4/2019	DRISTAN	WYETH	No
TMK 03-00866	7/6/2009	3/23/2019	THE LIMITED	LIMCO, INC.	No
TMK 09-00685	7/29/2009	5/26/2019	LOGO HOLOGRAM	SONY ERICSSON MOBILE COMMUNICATIONS AB	No
TMK 09-00716	7/29/2009	12/2/2018	VOODOO	ALDILA INC.	No
TMK 04-00279	7/6/2009	6/26/2019	WALTHER	UMAREX SPORTWAFFEN GMBH & CO. KG	No
TMK 04-00892	7/7/2009	10/18/2009	DESIGN ONLY (CAT)	THE BILTRITE CORPORATION	No
TMK 89-00470	7/29/2009	4/18/2019	VICKS	RICHARDSON-VICKS, INC	No
TMK 91-00598	7/29/2009	8/29/2019	POP-PAN	GARDEN COMPANY LIMITED	No



**CBP IPR Recordation – July 2009**

Recordation No.	Effective Date	Expiration Date	Name of Cop/Tmk/Tm	Owner Name	GM Restricted
TMK 09-00500	7/6/2009	6/20/2016	F	CHOI, BYUNG MOON, DBA FFE GOG, INC.	No
TMK 09-00527	7/6/2009	10/26/2018	CGC CHARMING GIRL BY CHUNMA AND DESIGN	CHUNMA USA, INC.	No
TMK 09-00501	7/6/2009	10/23/2017	36	CHOI, BYUNG MOON, DBA FFE GOG, INC.	No
TMK 09-00502	7/6/2009	7/18/2016	E1FLFJ	CHOI, BYUNG MOON	No
TMK 06-01382	7/30/2009	9/22/2018	CETROTIDE	ZENTARIS IVF GMBH	No
TMK 06-01383	7/30/2009	1/10/2016	CETROTIDE & DESIGN	ZENTARIS IVF GMBH	No
TMK 06-01309	7/23/2009	4/12/2015	DESIGN ONLY	SOUTHERN TRADING IMPORT & EXPORT CO., LTD.	No
TMK 07-00312	7/29/2009	7/9/2012	CONFIGURATION DESIGN OF A LAMP	LAVA LITE, LLC	No
COP 09-00096	7/6/2009	7/6/2029	SSCA GRAPHIC: NO. 10.	GENERAL TRADING GROUP, INC.	No
TMK 09-00458	7/1/2009	4/24/2017	TWO CIRCLES WITH IRREGULAR CIRCUMFERENCES	TENG DA TRADING USA INC.	No

## CBP IPR Recordation – July 2009

Recordation No.	Effective Date	Expiration Date	Name of Cop/Tmk/Tm	Owner Name	GM Restricted
TMK 07-00779	7/29/2009	8/28/2010	DESIGN ONLY	LAVA LJTE, LLC.	No
TMK 01-00002	7/29/2009	12/16/2017	LAVA	LAVA LJTE, LLC.	No
COP 09-00100	7/6/2009	7/6/2029	ANGIE 01	TALUN YANG	No
COP 09-00097	7/6/2009	7/6/2029	SSCA GRAPHIC: NO. 15.	GENERAL TRADING GROUP, INC.	No
COP 09-00098	7/6/2009	7/6/2029	SSCA GRAPIC 2607	GENERAL TRADING GROUP, INC.	No
COP 09-00101	7/6/2009	5/18/2028	MW FABRIC DESIGN 2007	YH FOREVER INC.	No
TMK 09-00676	7/29/2009	10/6/2009	HERCULES	HERCULES CHEMICAL COMPAMY, INC.	No
COP 09-00099	7/6/2009	7/6/2029	SSCA GRAPHIC 2307	GENERAL TRADING GROUP, INC.	No
TMK 09-00507	7/6/2009	10/8/2012	BABY Q	WEAR ME APPAREL LLC	No
TMK 08-00990	7/29/2009	7/29/2018	HONEY T	DISTRIBUTION G.V.A. INC.	No
TMK 09-00509	7/6/2009	8/12/2018	U	YH FOREVER, INC.	No
TMK 09-00692	7/29/2009	4/12/2018	ODYSSEY TREASURE OF FREESTITILE – BMX – DESIGN	BEAR CORPORATION	No
COP 09-00102	7/6/2009	7/6/2029	CONGO BY CULP, INC.	CULP, INC.	No

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Recordation No.	Effective Date	Expiration Date	Name of Cop/Tmk/Tm	Owner Name	GM Restricted
TMK 09-00511	7/6/2009	5/27/2018	POWER 90	PRODUCT PARTNERS, LLC	No
TMK 09-00503	7/6/2009	7/15/2018	DESIGN	GENERAL TRADING GROUP, INC.	No
COP 09-00103	7/6/2009	7/6/2029	THE TOTAL TRANSFORMATION PROGRAM	ADVANTAGE MEDIA GROUP D.B.A. LEGACY PUBLISHING COMPANY	No
TMK 09-00512	7/6/2009	1/9/2017	DESIGN	JIANLIANG LIN	No
COP 09-00093	7/1/2009	7/1/2029	SOCK DESIGN PACKAGING COLLECTION	RIMMEL ROGERS, INC.	No
TMK 09-00680	7/29/2009	1/27/2019	CM	CLS, INC.	No
TMK 09-00522	7/6/2009	2/13/2017	GLO	FRONTIER FASHION, INC.	No
TMK09-00518	7/6/2009	12/25/2017	DESIGN	NENG FENG WANG	No
TMK 09-00513	7/6/2009	7/14/2014	D (STYLIZED)	FRONTIER FASHION, INC.	No
TMK 04-00150	7/8/2009	4/20/2019	DTS	DTS, INC.	No
TMK 09-00453	7/1/2009	10/31/2016	ACELAGRAFT	CELGENE CORPORATION	No
TMK 09-00487	7/1/2009	1/6/2019	GLUTTONY	MICHAEL-DAVID, LLC	No

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Recordation No.	Effective Date	Expiration Date	Name of Cop/Tmk/Tm	Owner Name	GM Restricted
TMK 09-00472	7/1/2009	11/25/2018	SKEETERGUARD	LIFE-CARE INSTRUMENTS CO., LTD.	No
TMK 09-00486	7/1/2009	3/3/2019	PRIMO PORT	STD MED, INC.	No
TMK 09-00521	7/6/2009	4/7/2019	CENGAGE LEARNING	CENGAGE LEARNING, INC.	No
TMK 09-00454	7/1/2009	11/14/2016	GENISYS	SONA CORPORATION	No
TMK 09-00494	7/1/2009	12/28/2014	SONA JEWELERS	SONA JEWELERS, LLC.	No
TMK 09-00477	7/1/2009	10/20/2011	GISPRT	MAX ROHR, INC.	No
TMK 09-00519	7/6/2009	6/20/2015	JABRA	G/N NETCOM AS	No
TMK 09-00455	7/1/2009	10/7/2018	BALLISTIC OFF ROAD	PRESTIGE AUTOTECH CORPORATION	No
TMK 09-00456	7/1/2009	9/29/2018	FOX AND DESIGN	FOX HEAD, INC.	No
COP 09-00095	7/1/2009	7/1/2029	LOVE PENDANT	ALEXA GARNER SIDARIS, 1970-	No
TMK 09-00533	7/6/2009	4/29/2013	CUDDLE SOFT	THE SUN PRODUCTS CORPORATION	No
TMK 09-00473	7/1/2009	12/24/2016	HENRY CLAY	MAX ROHR, INC.	No
TMK 09-00475	7/1/2009	1/5/2012	QUINTERO	MAX ROHR, INC.	No

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Recordation No.	Effective Date	Expiration Date	Name of Cop/Tmk/Tm	Owner Name	GM Restricted
TMK 09-00516	7/6/2009	6/28/2015	CVT	CV THERAPEUTICS, INC.	No
TMK 09-00517	7/6/2009	5/2/2016	CT CV THERAPEUTICS AND DESIGN	CV THERAPEUTICS, INC.	No
TMK 09-00523	7/6/2009	5/12/2018	KNOX NUTRAJOINT	NBTY, INC.	No
TMK 09-00515	7/6/2009	5/16/2016	RANEXA	CV THERAPEUTICS, INC.	No
TMK 09-00482	7/1/2009	7/26/2018	PALMEX	PALMEX ALIMENTOS, S.A. DE C.V.	No
TMK 09-00561	7/6/2009	8/14/2017	NARUTO	KABUSHIKI KAISHA SHUEISHA TA SHUEISHA, INC.	No
TMK 09-00544	7/6/2009	12/2/2018	DESIGN (HORSESHOE)	CHROME HEARTS, LLC	No
TMK 09-00547	7/6/2009	12/16/2018	BANNER DESIGN	CHROME HEARTS, LLC	No
TMK 09-00459	7/1/2009	1/20/2019	CHAPARRAL ARMS	LBB DISTRIBUTING, LLC	No
TMK 09-00460	7/1/2009	1/20/2019	CHAPARRAL FIREARMS	LBB DISTRIBUTING, LLC	No
TMK 09-00476	7/1/2009	3/26/2012	CONFIGURATION OF ROMFO AND JULIETA STANDING ON A BALCONY	MAX ROHR, INC.	No

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Recordation No.	Effective Date	Expiration Date	Name of Cop/Tmk/Tm	Owner Name	GM Restricted
TMK 09-00556	7/6/2009	4/17/2017	NARUTO	KABUSHIKI KAISHA SHUEISHA TA SHUEISHA, INC.	No
TMK 09-00524	7/6/2009	1/19/2018	ARP	AUTOMOTIVE RACING PRODUCTS, INC.	No
TMK 09-00480	7/1/2009	10/8/2016	VEGAFINA	MAX ROHR, LNC.	No
TMK 09-00534	7/6/2009	3/10/2019	QUANTUM	ALLIANCE LAUNDRY SYSTEMS, LLC	No
TMK 09-00495	7/1/2009	12/1/2011	STAFAC	PHIBRO ANIMAL HEALTH CORPORATION	No
TMK 09-00526	7/6/2009	5/29/2017	M. BAGWELL	M. BAGWELL ART, LLC	No
TMK 09-00496	7/1/2009	1/4/2015	LACTROL	PHIBRO ANIMAL HEALTH CORPORATION	No
TMK 09-00543	7/6/2009	8/3/2012	LUV POPS	ADAMS & BROOKS INC.	No
TMK 09-00548	7/6/2009	1/28/2013	LA PREFERIDA AND DESIGN	LA PREFERIDA, INC.	No
TMK 09-00457	7/1/2009	9/15/2018	FOX AND DESIGN	FOX HEAD, INC.	No
TMK 09-00569	7/7/2009	2/22/2013	BABY MAGIC	NATERRA INTERNATIONAL, INC.	No

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<b>Recordation No.</b>	<b>Effective Date</b>	<b>Expiration Date</b>	<b>Name of Cop/Tmk/Tm</b>	<b>Owner Name</b>	<b>GM Restricted</b>
TMK 09-00461	7/1/2009	7/7/2012	W	WROUGHT WASHER MFG., INC.	No
TMK 09-00535	7/6/2009	3/10/2019	GALAXY	ALLIANCE LAUNDRY SYSTEMS LLC	No
TMK 09-00567	7/7/2009	8/25/2018	MONSTER	MONSTER CABLE PRODUCTS, INC.	No
TMK 09-00545	7/6/2009	8/25/2018	PERMALOC	AUTOMOTIVE RACING PRODUCTS, INC.	No
TMK 09-00546	7/6/2009	5/4/2013	WAVE-LOC	AUTOMOTIVE RACING PRODUCTS, INC.	No
TMK 09-00555	7/6/2009	4/29/2013	J & N RECORDS	JUAN HIDALGO	No
TMK 09-00554	7/6/2009	7/10/2017	WORDLOCK	WORDLOCK, INC.	No
TMK 09-00568	7/7/2009	6/24/2013	MONSTER POWER	MONSTER CABLE PRODUCTS, INC.	No
TMK 09-00463	7/1/2009	8/11/2018	FOX AND DESIGN	FOX HEAD, INC.	No
TMK 09-00562	7/6/2009	12/11/2017	VINTURI	EXICA, INC.	No
TMK 09-00462	7/1/2009	10/6/2018	DESIGN (FOX HEAD)	FOX HEAD, INC	No
TMK 09-00464	7/1/2009	9/29/2018	DESIGN (FOX HEAD)	FOX HEAD, INC	No

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Recordation No.	Effective Date	Expiration Date	Name of Cop/Tmk/Tm	Owner Name	GM Restricted
TMK 09-00478	7/1/2009	8/10/2014	MARIA GUERRERO	MAX ROHR, INC.	No
TMK 09-00465	7/1/2009	9/8/2018	DESIGN (FOX HEAD )	FOX HEAD, INC	No
TMK 09-00466	7/1/2009	10/3/2016	"FOXHEAD"	FOX HEAD, INC	No
TMK 09-00563	7/6/2009	3/17/2019	VORTEX MOD	TODD COULTER	No
TMK 09-00529	7/6/2009	10/23/2017	LEINER	NBTY ACQUISITION LLC	No
TMK 09-00531	7/6/2009	1/18/2010	LEINER HEALTH PRODUCTS	NBTY ACQUISITION, LLC	No
TMK 09-00530	7/6/2009	5/6/2017	LEINER HEALTH PRODUCTS AND DESIGN	NBTY ACQUISITION, LLC	No
TMK 09-00467	7/1/2009	10/9/2017	FOX AND DESIGN	FOX HEAD, INC.	No
TMK 09-00573	7/7/2009	3/17/2019	SQUISHY PADDLE	TODD COULTER	No
COP 09-00094	7/1/2009	7/1/2029	SUPER MARIO WORLD: SUPER MARIO ADVANCE 2	NINTENDO OF AMERICA, INC.	No
TMK 09-00574	7/7/2009	12/9/2018	HORSESHOE AND A PLUS DESIGN	CHROME HEARTS LLC	No
TMK 09-00566	7/7/2009	4/7/2019	BANNER DESIGN	CHROME HEARTS LLC	No



## CBP IPR Recordation – July 2009

Recordation No.	Effective Date	Expiration Date	Name of Cop/Tmk/Tm	Owner Name	GM Restricted
TMK 09-00575	7/7/2009	8/19/2018	SKY DANCER.	INGRAM ENTERPRISES, INC	No
TMK 09-00490	7/1/2009	12/30/2018	SLOTH	MICHAEL-DAVID, LLC	No
TMK 09-00537	7/6/2009	8/15/2018	TODAY	WYETH	No
TMK 09-00468	7/1/2009	3/31/2015	HC HENRY CLARK STROKE FOUNDATION AND DESIGN	BARBARA LEWIS-CLARK	No
TMK 09-00602	7/7/2009	7/1/2018	WE-VIBE	STANDARD INNOVATION CORPORATION	No
TMK 09-00570	7/7/2009	5/26/2019	MAGNUM	DRAKE ENTERPRISES INCORPORATED	No
TMK 09-00488	7/1/2009	10/18/2015	CARMELINA	MANGIA, INC	No
TMK 09-00536	7/6/2009	2/10/2019	GRILLE DESIGN	NISSAN JIDOSHA KABUSHIKI KAISHA	No
TMK 09-00596	7/7/2009	4/21/2019	JAZ JAZZMATIC PRODUCTIONS, LLC	JAZZMATIC PRODUCTIONS, LLC	No
TMK 09-00594	7/7/2009	2/8/2014	REAL	SAENZ BRIONES & CIA. S.A.I.C.	No
TMK 09-00690	7/29/2009	6/2/2019	URC	URBAN REPUBLIC CLOTHING, INC.	No
COP 09-00105	7/7/2009	7/7/2029	POWER TRAVEL WORKOUT DECK SET.	PERECT PUSHUP, LLC	No

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Recordation No.	Effective Date	Expiration Date	Name of Cop/Tmk/Tm	Owner Name	GM Restricted
COP 09-00109	7/7/2009	7/7/2029	EZ COMBS PACKAGING	TELEBRANDS CORP.	No
TMK 09-00564	7/6/2009	4/14/2019	PATRIOT MEMORY WITH DESIGN	PDP SYSTEMS, INC.	No
TMK 09-00591	7/7/2009	2/5/2018	DESIGN ONLY	SPX CORPORATION	No
TMK 09-00576	7/7/2009	9/30/2018	REV 8	PERFECT PUSHUP LLC	No
COP 09-00104	7/7/2009	7/7/2029	PERFECT POWER WORKOUT DECK SET	PERFECT PUSHUP, LLC.	No
COP 09-00106	7/7/2009	7/7/2029	KNEEPAD WORKOUT DECK SET.	PERFECT PUSHUP, LLC	No
TMK 09-00647	7/8/2009	5/12/2019	BREAKTHROUGH IN BEAUTY	PRODUCT PARTNERS, LLC	No
TMK 09-00565	7/6/2009	4/3/2017	STICKY POD	THOMAS HEIBEL	No
TMK 09-00497	7/1/2009	5/31/2018	GOLDEN QILLA	AMAR SINGH CHAWAL WALA	No
TMK 09-00586	7/7/2009	11/16/2014	HOUSE & GARDEN VAN DE ZWAAN AND DESIGN	HOUSE AND GARDEN B.V.	No
TMK 09-00577	7/7/2009	7/15/2015	AUTOSCANNER	SPX CORPORATION	No
TMK 09-00578	7/7/2009	7/1/2018	DESIGN	SPX CORPORATION	No
TMK 09-00571	7/2/2009	3/10/2019	SOYPREME	BORREGAARD INDUSTRIES LIMITED	No

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Recordation No.	Effective Date	Expiration Date	Name of Cop/Tmk/Tnm	Owner Name	GM Restricted
TMK 09-00579	7/1/2009	8/18/2018	INDIREMI	MIDWAY INTERNATIONAL, INC.	No
TMK 09-00610	7/7/2009	9/30/2018	PERFECT ABSTRAPS	PERFECT PUSHUP LLC	No
TMK 09-00469	7/1/2009	10/9/2017	SR-7	BENDIX COMMERCIAL VEHICLE SYS-TEMS LLC	No
TMK 09-00498	7/1/2009	3/15/2015	E-Z-GRIP	BENDIX COMMERCIAL VEHICLE SYS-TEMS LLC	No
TMK 09-00580	7/7/2009	11/19/2012	JACK'S CATCH	NEWPORT INTERNATIONAL OF TIERRA VERDE, FLORIDA, INC.	No
TMK 09-00539	7/6/2019	8/31/2019	GENTEX	GENTEX CORPORATION	No
TMK 09-00581	7/7/2009	9/24/2012	JACK'S CATCH	NEWPORT INTERNATIONAL OF TIERRA VERDE, FLORIDA, INC.	No
TMK 09-00499	7/1/2009	4/28/2019	8	USA TIGER GROUP INC.	No
TMK 09-00583	7/7/2009	12/23/2018	D&O	USA TIGER GROUP INC.	No
TMK 09-00582	7/7/2009	4/21/2019	ACE	ACE SKATEBOARD TRUCK MFG.	No
TMK 09-00588	7/7/2009	11/6/2017	7 FOR ALL MANKIND	SEVEN FOR ALL MANKIND, LLC	No

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Recordation No.	Effective Date	Expiration Date	Name of Cop/Tmk/Tm	Owner Name	GM Restricted
TMK 09-00584	7/7/2009	12/23/2018	D0	USA TIGER GROUP INC.	No
TMK 09-00587	7/7/2009	11/27/2017	SEVEN FOR ALL MANKIND	SEVEN FOR ALL MANKIND, LLC	No
TMK 09-00609	7/7/2009	10/14/2018	PERFECT POWER	PERFECT PUSHUP, LLC	No
TMK 09-00483	7/1/2009	4/24/2017	SMARTLOCKPRO	LEVITON MANUFACTURING CO., INC.	No
TMK 09-00595	7/7/2009	4/21/2019	MAGIC OPENER	PABLO E. CORREDOR-LONDONO	No
TMK 09-00589	7/7/2009	10/30/2017	7 FOR ALL MANKIND	SEVEN FOR ALL MANKIND, LLC.	No
TMK 09-00484	7/1/2009	5/21/2012	OSPREY AND STYLIZED BIRD	OSPREY PACKS, INC.	No
TMK 09-00648	7/8/2009	5/22/2017	KVK 200	FREFORM MANUFACTURING, INC.	No
TMK 09-00608	7/7/2009	10/14/2018	TURN ON YOUR STRENGTH	PERFECT PUSHUP, LLC.	No
TMK 09-00611	7/7/2009	9/30/2018	REV 10	PERFECT PUSHUP, LLC.	No
TMK 09-00634	7/7/2009	2/24/2019	SMARTAMP	KABUSHIKI KAISHA DNAFORM	No
TMK 09-00665	7/10/2009	10/6/2012	GO-PED	PATMONT MOTOR WORKS, INC.	No
TMK 09-00540	7/6/2009	11/1/2015	PREVAGE	ALLERGAN, INC.	No

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<b>Recordation No.</b>	<b>Effective Date</b>	<b>Expiration Date</b>	<b>Name of Cop/Tmk/Tm</b>	<b>Owner Name</b>	<b>GM Restricted</b>
TMK 09-00541	7/6/2009	11/21/2015	LAP-BAND	ALLERGAN, INC.	No
COP 09-00120	7/8/2009	7/8/2029	PERFECT COUNTER PACKAGING	PERFECT PUSHUP, LLC.	No
COP 09-00121	7/8/2009	7/8/2029	PERFECT COUNTER PACKAGING- VERSION 2	PERFECT PUSHUP, LLC.	No
COP 09-00125	7/8/2009	7/8/2029	PERFECT POWER 3X PACKAGING	PERFECT PUSHUP, LLC.	No
TMK 09-00650	7/8/2009	6/29/2019	DESIGN	TOO MARKER PRODUCTS, INC.	No
TMK 09-00653	7/8/2009	10/9/2011	BOOGIE	WHAM-O, INC.	No
TMK 09-00643	7/7/2009	5/5/2019	HOLGA	UNIVERSAL ELECTRONICS INDUS- TRIES LTD.	No
TMK 09-00628	7/7/2009	11/18/2018	RELISTOR	WYETH CORPORATION	No
TMK 09-00629	7/7/2009	7/29/2018	PRISTIQ	WYETH CORPORATION	No
COP 09-00126	7/8/2009	7/8/2029	PERFECT POWER 3X BOTTLE LABEL - VERSION 2.	PERFECT PUSHUP, LLC.	No
TMK 09-00642	7/7/2009	2/8/2015	FREE CITY	BARBARA GARDUNO AKA NINA GAR- DUNO	No

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Recordation No.	Effective Date	Expiration Date	Name of Cop/Tmk/Tm	Owner Name	GM Restricted
TMK 09-00646	7/7/2009	8/23/2015	ECOMAN	ECOMAN CORPORATION	No
TMK 09-00654	7/8/2009	6/2/2019	MICRO SAFARIS	RANDY CHENG	No
TMK 09-00655	7/8/2009	6/2/2019	MICRO BEE	RANDY CHENG	No
COP 09-00149	7/29/2009	7/29/2029	PALOMINO	CULP, INC.	No
TMK 09-00470	7/1/2009	6/2/2019	ED HARDY	HARDY LIFE, LLC	No
TMK 09-00471	7/1/2009	3/31/2019	ED HARDY	HARDY LIFE, LLC	No
TMK 09-00645	7/7/2009	1/20/2014	GENESIS	GENESIS MICROCHIP INC.	No
TMK 09-00625	7/7/2009	9/30/2017	RL	PRL USA HOLDINGS, INC.	No
COP 09-00127	7/8/2009	7/8/2029	PERFECT PUSHUP FITNESS DEVICE PACKAGE - ORIGINAL VERSION 2.	PERFECT PUSHUP, LLC.	No
COP 09-00133	7/8/2009	7/8/2029	PERFECT PULLUP INSTALLATION GUIDE.	PERFECT PUSHUP, LLC.	No
TMK 09-00593	7/7/2009	3/23/2014	ACTRON AND DESIGN	SPX CORPORATION	No
TMK 09-00603	7/7/2009	9/16/2018	DESIGN	ROARK LICENSING, LLC	No

## CBP IPR Recordation – July 2009

Recordation No.	Effective Date	Expiration Date	Name of Cop/Tmk/Tm	Owner Name	GM Restricted
TMK 09-00481	7/1/2009	1/4/2015	TTT TRINIDAD	MAX ROHR, INC.	No
TMK 09-00592	7/7/2009	5/4/2014	ACTRON	SPX CORPORATION	No
TMK 09-00598	7/7/2009	5/5/2019	PAZITOS	PAZITOS INC.	No
TMK 09-00599	7/7/2009	12/30/2028	SIWP	STAFFORD INSPECTION & CONSULTING SERVICES, LLC	No
COP 09-00110	7/7/2009	7/7/2029	EZ COMBS PACKAGING II.	TELEBRANDS CORP.	No
TMK 09-00601	7/7/2009	1/5/2013	DOXIL	ALZA CORPORATION	No
TMK 09-00107	7/7/2009	7/7/2029	PEDI PAWS : THE INCREDIBLE PET NAIL TRIMMER	TELEBRANDS CORP.	No
COP 09-00111	7/7/2009	7/7/2029	INSTYLER USER MANUAL	TRE MILANO, L.L.C.	No
COP 09-00112	7/7/2009	7/7/2029	INSTYLER QUICK STYLING GUIDE	TRE MILANO, L.L.C.	No
COP 09-00113	7/7/2009	7/7/2029	INSTYLER SALES SHEET.	TRE MILANO, L.L.C.	No
COP 09-00106	7/7/2009	7/7/2029	PAMPERED TOES	TELEBRANDS CORP.	No
TMK 09-00505	7/6/2009	3/31/2019	BORREGO	KIA MOTORS AMERICA, INC.	No

## CBP IPR Recordation – July 2009

Recordation No.	Effective Date	Expiration Date	Name of Cop/Tmk/Tm	Owner Name	GM Restricted
TMK 09-00597	7/7/2009	11/6/2010	ROWE	ROWE FINE FURNITURE, INC.	No
TMK 09-00612	7/7/2009	6/3/2013	L'EZU ATELIER	L'EZU INCORPORATED	No
TMK 09-00605	7/7/2009	10/24/2010	NOODLEHEAD	RANDY J. COOPER	No
TMK 09-00520	7/6/2009	1/4/2017	BABY MAGIC	NATERRA INTERNATIONAL, INC.	No
TMK 09-00681	7/29/2009	2/23/2019	FLESHLIGHT	STEVE SHUBIN	No
TMK 09-00542	7/6/2009	6/24/2018	DESIGN	AFFLICTION HOLDINGS, LLC	No
TMK 09-00606	7/7/2009	5/14/2011	GOLDEN STAR	GOLDEN STAR TRADING, INC.	No
TMK 09-00607	7/7/2009	5/9/2016	GOLDEN STAR	GOLDEN STAR TRADING, INC.	No
TMK 09-00506	7/6/2009	7/10/2017	DENIM KILLERS	AFFLICTION HOLDINGS, LLC	No
TMK 09-00504	7/6/2009	10/31/2016	ARCHAIC	AFFLICTION HOLDINGS, LLC	No
TMK 09-00619	7/7/2009	1/7/2013	SHEAR SHARP	FORTUNE PRODUCTS, INC.	No
TMK 09-00613	7/7/2009	8/8/2016	CREATIVE RECREATION	KOMMONWEALTH INC.	No
TMK 09-00618	7/7/2009	12/26/2009	GET OUT OF THE "STONE AGE"	FORTUNE PRODUCTS, INC.	No



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Recordation No.	Effective Date	Expiration Date	Name of Cop/Tmk/Tm	Owner Name	GM Restricted
TMK 09-00620	7/7/2009	4/30/2012	STURDY MOUNT	FORTUNE PRODUCTS, INC.	No
TMK 09-00641	7/7/2009	10/17/2016	HOTSTART	KIM HOT START MANUFACTURING COMPANY	No
COP 09-00117	7/8/2009	7/8/2029	PERFECT PULLUP BASIC PACKAGING	PERFECT PUSHUP, LLC.	No
COP 09-00119	7/8/2009	7/8/2029	PERFECT PULLUP BASIC PACKAGING	PERFECT PUSHUP, LLC.	No
COP 09-00124	7/8/2009	7/8/2029	PERFECT POWER 3X BOTTLE LABEL.	PERFECT PUSHUP, LLC.	No
TMK 09-00614	7/7/2009	7/1/2018	8CR AND DESIGN	KOMMONWEALTH INC.	No
TMK 09-00615	7/7/2009	5/5/2019	DON'T FIGHT FOR SURVIVAL, TRAIN FOR IT.	TATE INCORPORATED	No
TMK 09-00616	7/7/2009	5/5/2019	TRAIN, ENDURE, SURVIVE	TATE INCORPORATED	No
TMK 09-00617	7/7/2009	4/12/2018	LAL QILLA	AMAR SINGH CHAWAL WALA	No
TMK 09-00638	7/7/2009	3/24/2019	GHARANA FOODS HOMEMADE TASTE	GHARANA FOODS	No
TMK 09-00624	7/7/2009	5/19/2019	ALAMEED	AMERICAN BLUE MILLS, INC.	No
TMK 09-00621	7/7/2009	6/2/2019	AUGERSHARP	FORTUNE PRODUCTS, INC.	No

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TMK 09-00630	7/7/2009	10/24/2015	DESIGN OF A 30-LEAF WREATH	FRED PERRY (HOLDINGS) LIMITED	No
TMK 09-00626	7/7/2009	4/1/2017	POLO JEANS CO.	PRL USA HOLDINGS, INC.	No
TMK 09-00557	7/6/2009	12/11/2017	LAP-BAND AP	ALLERGAN, INC.	No
TMK 09-00631	7/7/2009	5/26/2019	TWENTY FIRST CENTURY DIGITAL	DANIEL M ROSENBLUM	No
TMK 09-00491	7/1/2009	11/6/2017	GREENWISE	PUBLIC ASSET MANAGEMENT COM-PANY	No
COP 09-00128	7/8/2009	7/8/2029	PERFECT HANDLES PACKAGING.	PERFECT PUSHUP, LLC.	No
COP 09-00129	7/8/2009	7/8/2029	PERFECT COUNTER INSTRUCTIONAL WORKOUT CHART.	PERFECT PUSHUP, LLC.	No
COP 09-00130	7/8/2009	7/8/2029	PERFECT COUNTER USER GUIDE	PERFECT PUSHUP, LLC.	No
COP 09-00132	7/8/2009	7/8/2029	PERFECT HANDLES MOBILE WORK-OUT CARDS	PERFECT PUSHUP, LLC.	No
TMK 09-00558	7/6/2009	5/12/2019	LATISSE	ALLERGAN, INC.	No
COP 09-00135	7/8/2009	7/8/2029	PERFECT PUSHUP POWER 10 ADVANCED DVD PACKAGING - VERSION 2.	PERFECT PUSHUP, LLC.	No

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TMK 09-00652	7/8/2009	2/10/2014	JIAN NAN CHUN AND DESIGN	SICHUAN MIANZHU JIAN NAN CHUN DISTILLERY CO. LTD.	No
TMK 09-00627	7/7/2009	10/20/2016	DETECTO	CARDINAL SCALE MANUFACTURING COMPANY	No
TMK 09-00649	7/8/2009	6/14/2018	CHLOE	CHLOE S.A.S.	No
COP 09-00114	7/8/2009	7/8/2029	ZEBRA DESIGNS - SILVER AND BLACK ZEBRA, RED AND WHITE ZEBRA, RED AND BLACK ZEBRA, GREEN AND WHITE ZEBRA, NEON GREEN AND WHITE ZEBRA, GOLD AND BLACK ZEBRA, BLACK AND YELLOW ZEBRA, LIGHT BLUE AND BLACK	BEYOND ELECTRONICS INC. D.B.A. BEYOND CELL. ADDRESS: 12718 SCHABARUM AVENUE, IRWINDALE, CA, 91706, UNITED STATES.	No
TMK 09-00639	7/7/2009	3/4/2018	FLEUR-DE-LIS	ZONE CHAMP LIMITED	No
TMK 09-00640	7/7/2009	10/30/2017	SHAPES-FLEUR-DE-LIS STYLIZED VERSION OF THE IRIS FLOWER	ZONE CHAMP LIMITED	No
COP 09-00116	7/8/2009	7/8/2029	PERFECT PUSHUP MOBILE UNIT PACKAGING	PERFECT PUSHUP, LLC.	No

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TMK 09-00559	7/6/2009	7/8/2018	JUVEDERM	ALLERGAN, INC.	No
COP 09-00115	7/8/2009	7/8/2029	PERFECT PUSHUP FITNESS DEVICE PACKAGE-BASIC VERSION	PERFECT PUSHUP, LLC.	No
TMK 09-00622	7/7/2009	5/19/2019	CORAL BAY	BDSRCO, INC.	No
COP 09-00118	7/8/2009	7/8/2029	PERFECT PULLUP COMPLETE PACK-AGING	PERFECT PUSHUP, LLC.	No
TMK 09-00549	7/6/2009	4/28/2019	GRILLE DESIGN	NISSAN JIDOSHA KABUSHIKI KAISHA	No
TMK 09-00550	7/6/2009	3/17/2019	DESIGN (GRILLE)	NISSAN JIDOSHA KABUSHIKI KAISHA DBA NISSAN MOTOR CO., LTD.	No
COP 09-00122	7/8/2009	7/8/2029	PERFECT AB STRAP BASIC PACKAGING	PERFECT PUSHUP, LLC.	No
TMK 09-00632	7/7/2009	5/26/2014	GO STYLIZED	CLS, INC.	No
TMK 09-00560	7/6/2009	6/3/2018	REFRESH REDNESS RELIEF	ALLERGAN, INC.	No
TMK 09-00552	7/6/2009	3/18/2018	COMBIGAN	ALLERGAN, INC.	No
TMK 09-00722	7/29/2009	7/7/2019	PURE WATER SOLUTIONS	PURONICS, INCORPORATED	No

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Recordation No.	Effective Date	Expiration Date	Name of Cop/Tmk/Tm	Owner Name	GM Restricted
TMK 09-00726	7/29/2009	11/20/2017	NV AND DESIGN	ALOILA INC	No
TMK 09-00704	7/29/2009	10/25/2015	SWIRL DESIGN	NAUTILUS, INC.	No
TMK 09-00708	7/29/2009	7/13/2012	PROFESSIONAL PHOTOGRAPHER	PROFESSIONAL PHOTOGRAPHERS OF AMERICA, INC.	No
TMK 09-00709	7/29/2009	5/27/2018	PAPER + DESIGN TABLETOP	PAPER & DESIGN GMBH TABLE TOP	No
TMK 09-00711	7/29/2009	9/19/2016	EBONY AUDIO SYSTEMS	REX ELECTRONICS INC	No
TMK 09-00710	7/29/2009	9/2/2018	MC LAREN SOUND SYSTEMS	REX ELECTRONICS INC.	No
TMK 09-00723	7/29/2009	3/25/2016	BIG FOOT	BIGFOOT 4X4, INC.	No
TMK 09-00707	7/29/2009	9/21/2014	JUDITH LEIBER	JUDITH LEIBER IP LLC	No
TMK 09-00696	7/29/2009	10/23/2017	VIVITE	ALLERGAN, INC.	No
TMK 09-00706	7/29/2009	5/26/2019	MAN SANG FTY. WITH CHINESE CHARACTER WITHIN A CIRCLE	STARWAY INC.	No
TMK 98-00481	7/29/2009	4/18/2019	MILO AND DESIGN	SOCIETE DES PRODUITS NESTLE S.A.	No
TMK 09-00725	7/29/2009	11/20/2017	NSERIES	NOKIA CORPORATION	No

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TMK 09-00771	7/30/2009	10/5/2009	YOUR BABY CAN READ	YOUR BABY CAN, LLC.	No
TMK 09-00553	7/6/2009	8/11/2018	STARBUCKS COFFEE (DESIGN)	STARBUCKS U.S. BRANDS, LLC	No
TMK 09-00551	7/6/2009	6/16/2019	CANDY COAST	BDSRCCO, INC.	No
COP 09-00139	7/8/2009	7/8/2029	LESPOITSAC WINTER 2006 HELL	TOKIDOKI, LLC	No
TMK 09-00656	7/8/2009	1/13/2019	JP JOYAS DE PANAMA HECHO A MANO	BCB DESIGN, JOYAS DE PANAMA	No
TMK 09-00493	7/1/2009	6/16/2019	GLOBAL SOURCING ADVISORY GROPU AND DESIGN	GLOBAL SOURCING ADVISORY GROUP	No
TMK 09-00635	7/7/2009	10/19/2018	AGUA DE FLORIDA	LANMAN & KEMP-BARCLAY & CO.	No
TMK 09-00668	7/14/2009	9/27/2019	FLORIDA WATER	LANMAN & KEMP-BARCLAY & CO.	No
TMK 09-00657	7/8/2009	6/9/2019	DESIGN	INTERNATIONAL EDGE, INC.	No
COP 09-00138	7/8/2009	7/8/2029	LESPOITSAC FALL 2006 FORESTA.	TOKIDOKI, LLC	No
COP 09-00140	7/8/2009	7/8/2029	LESPOITSAC WINTER 2006 HEAVEN.	TOKIDOKI, LLC	No
COP 09-00137	7/8/2009	7/8/2029	LESPOITAC FALL 2006 CITTA.	TOKIDOKI, LLC	No
TMK 09-00667	7/14/2009	6/17/2013	TSUBO	DECKERS OUTDOOR CORPORATION	No

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Recordation No.	Effective Date	Expiration Date	Name of Cop/Tmk/Tm	Owner Name	GM Restricted
TMK 09-00660	7/8/2009	1/23/2015	IBARRA	CHOCOLATERA DE JALISCO, S.A. DE C.V.	No
TMK 09-00637	7/7/2009	6/2/2019	XCALIBER	VERIDIAM, INC.	No
COP 09-00142	7/8/2009	7/8/2029	TOKIDOKI FOR LE SPORTSAC, SUMMER 2007 BEACH.	TOKIDOKI, LLC	No
COP 09-00143	7/8/2009	7/8/2029	TOKIDOKI FOR LESPORTSAC-BLACK AND WHITE	TOKIDOKI, LLC	No
TMK 09-00666	7/10/2009	2/28/2019	ATMEL	ATMEL CORPORATION	No
TMK 09-00669	7/14/2009	3/18/2018	DESIGN	DWYER INSTRUMENTS, INC.	No
TMK 09-00658	7/8/2009	6/16/2015	HOTSHOTZ REUSABLE HEAT PACK (STYLIZED)	ROBERT BRUCE	No
TMK 09-00636	7/7/2009	6/9/2019	RUGGED EARTH OUTFITTERS	OUTRCO, INC.	No
COP 09-00144	7/8/2009	7/8/2029	TOKIDOKI FOR LESPORTSAC - CHRISTMAS	TOKIDOKI, LLC	No
COP 09-00145	7/8/2009	7/8/2029	TOKIDOKI PUNK	TOKIDOKI LLC.	No

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Recordation No.	Effective Date	Expiration Date	Name of Cop/Tmk/Tm	Owner Name	GM Restricted
COP 09-00146	7/8/2009	7/8/2029	TOKIDOKI CARNIVAL	TOKIDOKI LLC.	No
COP 09-00134	7/8/2009	7/8/2029	PERFECT PUSHUP POWER 10 WORK-OUT DVD PACKAGING AND DVD LABEL	PERFECT PUSHUP, LLC.	No
TMK 09-00670	7/14/2009	6/23/2019	AGRIFAN	NORTHWEST ENVIRONMENTAL SYSTEMS, INC	No
TMK 09-00508	7/6/2009	7/29/2018	BABY QUEEN AND DESIGN	YH FOREVER INC	No
TMK 09-00510	7/6/2009	10/7/2018	GO	CLS, INC.	No
TMK 09-00604	7/7/2009	3/16/2014	MUSIC OF THE SPHERES	ROARK LICENSING, LLC	No
TMK 09-00691	7/29/2009	6/16/2019	HYDRO-TECH	MAR-LEN SUPPLY, INC.	No
TMK 09-00492	7/1/2009	6/3/2018	COACH LEATHERWARE EST. 1941 AND DESIGN	COACH, INC.	No
COP 09-00148	7/8/2009	7/8/2029	LE SPORTSAC SUMMER 2006 PLAY-GROUND: NO. 1.	TOKIDOKI, LLC	No
COP 09-00136	7/8/2009	7/8/2009	LESPO RTSAC SPRING 2006.	TOKIDOKI, LLC	No
TMK 09-00479	7/1/2009	1/12/2012	SAINT LUIS REY	MAX ROHR, INC.	No



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Recordation No.	Effective Date	Expiration Date	Name of Cop/Tmk/Tm	Owner Name	GM Restricted
TMK 09-00664	7/8/2009	12/27/2015	JACK LALANNE'S POWER JUICER	BEFIT ENTERPRISES	No
TMK 09-00572	7/7/2009	1/13/2019	TECHT	TODD F COULTER	No
TMK 09-00633	7/7/2009	4/21/2019	BRIGHTEN THE SEASON	BDSRCO, INC.	No
TMK 09-00700	7/29/2009	11/4/2016	BOWFLEX	NAUTILUS, INC.	No
TMK 09-00659	7/8/2009	4/28/2019	FRIZZ	LIVING PROOF, INC.	No
TMK 09-00644	7/7/2009	8/23/2015	MICROGEAR	ECOMAN CORPORATION	No
COP 09-00151	7/29/2009	7/29/2029	WRANGLER	CULP, INC.	No
TMK 09-00688	7/29/2009	6/30/2019	SWITCHBLOCK	NOVESKE RIFLEWORKS, LLC	No
TMK 09-00661	7/8/2009	11/30/2019	THUNDERBOLT IGBT	MICROSEMI CORPORATION	No
TMK 09-00489	7/1/2009	8/17/2014	CARMELINA E' ... SAN MARZANO AND DESIGN	MANGIA, INC.	No
TMK 09-00662	7/8/2009	6/9/2019	LEIBER	JUDITH LEIBER IP, LLC	No
TMK 09-00474	7/1/2009	10/20/2011	JUAN LOPEZ	MAX ROHR, INC.	No
TMK 09-00663	7/8/2009	3/18/2018	GO DIEGO GO!	VIACOM INTERNATIONAL INC.	No

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TMK 09-00702	7/29/2009	7/23/2015	UNIVERSAL	NAUTILUS, INC.	No
TMK 09-00514	7/6/2009	12/27/2010	NTN	NTN CORPORATION	No
TMK 09-00538	7/6/2009	2/24/2019	FRESH & SWEET	FRESH & SWEET, S.A.,	No
TMK 09-00671	7/14/2009	4/8/2013	JUDITH LEIBER	JUDITH LEIBER IP, LLC	No
TMK 09-00672	7/14/2009	1/11/2015	JUDITH LEIBER	JUDITH LEIBER IP LLC	No
TMK 09-00673	7/14/2009	3/2/2013	JUDITH LEIBER	JUDITH LEIBER IP LLC	No
COP 09-00123	7/8/2009	7/8/2029	PERFECT AB STRAP PERFORMANCE SERIES PACKAGING	PERFECT PUSHUP, LLC.	No
COP 09-00141	7/8/2009	7/8/2029	TODDOKI FOR LESPORTSAC SPRING 2007 PIRATES	TOKIDOKI, LLC	No
COP 09-00147	7/8/2009	7/8/2029	TOKIDOKI ECO.	TOKIDOKI LLC.	No
TMK 09-00699	7/29/2009	8/8/2016	B AND DESIGN	NAUTILUS, INC	No
TMK 09-00525	7/6/2009	3/10/2019	CEREFOLINNAC	PAMLAB, L.L.C.	No
TMK 09-00528	7/6/2009	10/7/2018	DESIGN (LION)	NENG FENG WANG	No

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TMK 09-00585	7/7/2009	9/1/2017	ELLE	HACHETTE FILIPACCHI PRESSES	No
TMK 09-00715	7/29/2009	6/23/2019	RYZOLT	PURDUE PHARMA PRODUCTS L.P.	No
TMK 09-00703	7/29/2009	4/22/2018	SWIRL DESIGN	NAUTILUS, INC	No
TMK 09-00697	7/29/2009	11/25/2018	MASHOONGA!	JAMES ALAN BOGNER	No
TMK 09-00590	7/7/2009	1/13/2019	JUVIDERM	ALLERGAN, INC.	No
TMK 09-00600	7/7/2009	3/10/2019	DORIBAX	JOHNSON & JOHNSON	No
TMK 09-00705	7/29/2009	8/27/2014	NAUTILUS	NAUTILUS, INC.	No
TMK 09-00674	7/14/2009	5/20/2018	X WET LINE XTREME & DESIGN	INDUSTRIAS WET LINE, S.A. DE C.V.	No
TMK 09-00717	7/29/2009	4/29/2018	DVS AND DESIGN	ALDILA, INC.	No
TMK 09-00724	7/29/2009	2/24/2019	ESERIES	NOKIA CORPORATION	No
TMK 09-00598	7/29/2009	6/6/2016	SELECITECH	NAUTILUS, INC.	No
TMK 09-00623	7/7/2009	6/2/2019	GET OUT OF THE STONE AGE AND DE-SIGN	FORTUNE PRODUCTS, INC.	No
TMK 09-00693	7/29/2009	3/29/2015	SANCTURA	ALLERGAN, INC.	No

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COP 09-00131	7/8/2009	7/8/2029	PERFECT AB STRAP WORKOUT CHART	PERFECT PUSHUP, LLC.	No
TMK 09-00682	7/29/2009	5/1/2014	TIMKEN	THE TIMKEN COMPANY	No
TMK 09-00695	7/29/2009	4/18/2016	REFRESH DRY EYE THERAPY	ALLERGAN, INC.	No
TMK 09-00686	7/29/2009	6/25/2011	SEASON SWEET (STYLIZED)	BOUNTY FRESH A/K/A CHESTNUT HILL FARMS	No
TMK 09-00687	7/29/2009	7/21/2012	CHESTNUT HILL FARMS	BOUNTY FRESH LLC A/K/A CHESTNUT HILL FARMS	No
TMK 09-00651	7/8/2009	5/16/2016	NIC	SICHUAN MIAUZHU JIAN NAN CHUN DISTILLERY CO., LTD	No
TMK 09-00694	7/29/2009	12/16/2018	SANCTURA XR	ALLERGAN, INC.	No
TMK 09-00701	7/29/2009	5/9/2016	BOWFLEX XTREME	NAUTILUS, INC	No
TMK 09-00684	7/29/2009	2/25/2014	TORRINGTON	TIMKEN US CORPORATION	No
TMK 09-00683	7/29/2009	7/2/2018	FAFNIR (STYLIZED)	TIMKEN US CORPORATION	No
TMK 09-00712	7/29/2009	9/9/2018	N6	NOVESKE RIFLEWORKS, LLC	No

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TMK 09-00679	7/29/2009	2/16/2019	CRACKER JACK	FRITO-LAY NORTH AMERICA, INC.	No
TMK 09-00729	7/30/2009	7/7/2018	JUDITH LEIBER (STYLIZED)	JUDITH LEIBER IP, LLC	No
TMK 09-00733	7/30/2009	1/6/2016	ALDILA	ALDILA, INC.	No
TMK 09-00753	7/30/2009	10/8/2012	DESIGN (CONFIGURATION OF A ROUNDER SCREW)	A. M. MANUFACTURING COMPANY, IN- CORPORATED	No
TMK 09-00689	7/29/2009	1/11/2015	SQUIRT	A&W CONCENTRATE COMPANY	No
TMK 09-00721	7/29/2009	1/2/2011	CRUSH & DESIGN	DR PEPPER/SEVEN UP, INC.	No
TMK 09-00727	7/29/2009	9/24/2012	PARA-RING	KIMBERLY A. HADASH	No
TMK 09-00732	7/30/2009	4/9/2015	JUDITH LEIBER	JUDITH LEIBER IP, LLC	No
TMK 09-00761	7/30/2009	3/24/2019	TISSUE HUGGERS	JENNY AND JEFF DESIGNS, INC.	Yes
TMK 09-00734	7/30/2009	7/14/2019	TNT AND DESIGN	AMERICAN PROMOTIONAL EVENTS, INC.	No
TMK 09-00754	7/30/2009	12/24/2012	SNOOGLE	LEACHCO, INC.	No
TMK 09-00677	7/29/2009	6/17/2016	HERCULES	HERCULES CHEMICAL COMPANY, INC.	No

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TMK 09-00678	7/29/2009	3/17/2010	H HERCULES	HERCULES CHEMICAL COMPANY, INC.	No
TMK 09-00735	7/30/2009	1/5/2013	JUDITH LEIBER	JUDITH LEIBER IP, LLC	No
TMK 09-00730	7/30/2009	6/10/2013	JUDITH LEIBER	JUDITH LEIBER IP, LLC	No
TMK 09-00757	7/30/2009	1/19/2019	FLOSSCARD	ROBERT ENDELSON	No
TMK 08-01012	7/30/2009	12/28/2019	STAG DESIGN (HUBERTUSHIRSCH-KOPF)	MAST-JAGERMEISTER AG	No
TMK 09-00758	7/30/2009	3/24/2011	PSW	PRECISION STEEL WAREHOUSE, INCORPORATED	No
TMK 09-00731	7/30/2009	8/8/2018	JUDITH LEIBER	JUDITH LEIBER IP, LLC	No
TMK 09-00755	7/30/2009	6/15/2014	CUDDLE-U	LEACHCO, INC.	No
TMK 09-00756	7/30/2009	8/17/2014	BACK 'N BELLY	LEACHCO, INC.	No
TMK 09-00747	7/30/2009	12/13/2014	ADRIENNE VITTADINI	ADRIENNE VITTADINI, LLC LIMITED LIABILITY COMPANY DELAWARE	No
TMK 09-00765	7/30/2009	6/23/2019	/RDB	REVOLUTIONARY SOFTWARE, INC.	No

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TMK 09-00720	7/29/2009	3/11/2018	GENTEX	GENTEX CORPORATION	No
TMK 09-00736	7/30/2009	12/5/2009	JUDITH LEIBER	JUDITH LEIBER IP, LLC	No
TMK 09-00718	7/29/2009	12/27/2018	SEROQUEL	ASTRAZENECA UK LIMITED	No
TMK 09-00744	7/30/2009	12/1/2012	ADRIENNE VITTADINI	ADRIENNE VITTADINI, LLC LIMITED LIABILITY COMPANY DELAWARE	No
COP 09-00158	7/30/2009	7/30/2029	BVLGARI EYEWEAR 2008 OPTICAL UP-DATE 1.	BULGARI S.P.A.	No
COP 09-00152	7/30/2009	7/30/2029	BVLGARI HOLIDAY 2008.	BULGARI S.P.A.	No
COP 09-00153	7/30/2009	7/30/2029	BVLGARI LA COLLEZIONE DI ANELLI DI FIDANZAMENTO.	BULGARI S.P.A.	No
COP 09-00154	7/30/2009	7/30/2029	WATCHES 2009 / 2010.	BULGARI S.P.A.,	No
TMK 09-00749	7/30/2009	7/23/2016	AV	ADRIENNE VITTADINI, LLC LIMITED LIABILITY COMPANY DELAWARE	No
TMK 09-00766	7/30/2009	7/14/2019	WARDJET	WARDJET, INC.	No
COP 09-00157	7/30/2009	7/30/2029	BVLGARI JASMIN NOIR.	BULGARI S.P.A.,	No

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COP 09-00159	7/30/2009	7/30/2029	BVLGARI FEDE NUZIALI	BULGARI S.P.A.	No
TMK 09-00769	7/30/2009	5/26/2019	PHYTOBERRY	BODY PLUS NUTRITIONAL PRODUCTS INC.	No
TMK 09-00740	7/30/2009	6/7/2013	ADRIENNE VITTADINI	ADRIENNE VITTADINI, LLC LIMITED LIABILITY COMPANY DELAWARE	No
TMK 09-00759	7/30/2009	2/20/2017	SPARJET	CANADIAN PROCESS TECHNOLOGIES, INC.	No
TMK 09-00741	7/30/2009	1/13/2019	AV	ADRIENNE VITTADINI, LLC LIMITED LIABILITY COMPANY DELAWARE	No
TMK 09-00742	7/30/2009	7/13/2014	ADRIENNE VITTADINI	ADRIENNE VITTADINI, LLC	No
TMK 09-00767	7/30/2009	6/24/2018	DTS HD	DTS, INC.	No
TMK 09-00743	7/30/2009	3/3/2019	VITTADINI	ADRIENNE VITTADINI, LLC LIMITED LIABILITY COMPANY DELAWARE	No
TMK 09-00762	7/30/2009	6/30/2019	EBEL	EBEL INC.	No
TMK 09-00745	7/30/2009	11/10/2012	ADRIENNE VITTADINI	ADRIENNE VITTADINI, LLC	No



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Recordation No.	Effective Date	Expiration Date	Name of Cop/Tmk/Tm	Owner Name	GM Restricted
TMK 09-00739	7/30/2009	12/26/2018	UNDERWRITERS LABORATORIES INC.	UNDERWRITERS LABORATORIES INC.	No
TMK 09-00746	7/30/2009	12/20/2014	ADRIENNE VITTADINI	ADRIENNE VITTADINI, LLC	No
COP 09-00155	7/30/2009	7/30/2029	2009 SUNGLASSES COLLECTION.	BULGARI S.P.A.	No
COP 09-00156	7/30/2009	7/30/2029	ACCESSORIES COLLECTION SPRING/SUMMER 2009.	BULGARI, S.P.A.,	No
TMK 09-00764	7/30/2009	5/12/2019	GEOBULB	C. CRANE COMPANY, INC.	No
TMK 09-00748	7/30/2009	8/15/2015	ADRIENNE VITTADINI	ADRIENNE VITTADINI, LLC LIMITED LIABILITY COMPANY DELAWARE	No
TMK 09-00768	7/30/2009	6/23/2019	DESIGN (STACKED CURVES IN FORM SIMILAR TO A LEMNISCATE)	DTS, INC.	No
TMK 07-01261	7/29/2009	5/23/2019	G GIVENCHY	PARFUMS GIVENCHY S.A.	No
TMK 09-00763	7/30/2009	6/2/2019	SF AND DESIGN	SAN FRANCISCO FORTY NINERS, LTD.	No
TMK 08-00719	7/29/2009	5/25/2019	RED CAT	HAZLITT 1852 VINEYARDS, INC.	No
COP 09-00150	7/29/2009	7/29/2029	STAMPEDE	CULP, INC.	No

## CBP IPR Recordation – July 2009

Recordation No.	Effective Date	Expiration Date	Name of Cop/Tmk/Tm	Owner Name	GM Restricted
TMK 09-00750	7/30/2009	6/1/2014	ADRIENNE VITTADINI	ADRIENNE VITTADINI, LLC	No
TMK 09-00751	7/30/2009	11/27/2017	AV	ADRIENNE VITTADINI, LLC	No
TMK 09-00752	7/30/2009	11/20/2017	AV	ADRIENNE VITTADINI, LLC LIMITED LIABILITY COMPANY DELAWARE	No
TMK 09-00770	7/30/2009	6/30/2019	TECHNOSTATION	TECHNOSTATION CORP.	No
TMK 09-00738	7/30/2009	1/26/2019	DIAMANT BOART	HUSQVARNA BELGIUM S.A.	No
TMK 09-00737	7/30/2009	10/21/2018	DESIGN	Z-TECH, INC.	No
TMK 09-00760	7/30/2009	10/22/2017	BELL	TEXTRON INNOVATIONS INC.	No

Total Record: 420

Date as of 08/03/2009

DEPARTMENT OF HOMELAND SECURITY,  
OFFICE OF THE COMMISSIONER OF CUSTOMS  
*Washington, DC, August 13, 2009*

The following document of U.S. Customs and Border Protection (“CBP”), Office of Regulations and Rulings, have been determined to be of sufficient interest to the public and CBP field offices to merit publication in the CUSTOMS BULLETIN.

SANDRA L. BELL,  
*Executive Director,  
Regulations and Rulings,  
Office of International Trade*



**PROPOSED REVOCATION OF A RULING LETTER  
RELATING TO WHETHER CERTAIN COMMISSION  
PAYMENTS ARE INCLUDED IN THE APPRAISED VALUE  
OF IMPORTED MERCHANDISE**

**AGENCY:** U.S. Customs and Border Protection, Department of Homeland Security.

**ACTION:** Notice of proposed revocation of a ruling letter on whether certain commission payments are included in the appraised value of imported merchandise under section 402 of the Tariff Act of 1930, as amended by the Trade Agreements Act of 1979 (TAA; 19 U.S.C. § 1401a).

**SUMMARY:** Pursuant to section 625(c), Tariff Act of 1930 (19 U.S.C. §1625(c)), as amended by section 623 of Title VI (Customs Modernization) of the North American Free Trade Agreement Implementation Act (Pub. L. 103–182, 107 Stat. 2057), this notice advises interested parties that U.S. Customs and Border Protection (CBP) intends to revoke a ruling letter on whether certain commission payments are included in the appraised value of imported merchandise under section 402 of the Tariff Act of 1930, as amended by the Trade Agreements Act of 1979 (TAA; 19 U.S.C. § 1401a).

**DATES:** Comments must be received on or before October 5, 2009.

**ADDRESSES:** Written comments are to be addressed to U.S. Customs and Border Protection, Office of International Trade, Regulations and Rulings, Attention: Valuation and Special Programs Branch, 799 9th Street, N.W., 7th Floor, Washington, D.C. 20229–1177. Submitted comments may be inspected at U.S.

Customs and Border Protection, 799 9th Street, N.W., Washington, D.C., during regular business hours. Arrangements to inspect submitted comments should be made in advance by calling Joseph Clark, Trade and Commercial Regulations Branch, at (202) 325-0118.

**FOR FURTHER INFORMATION CONTACT:** Charles Stuart, Valuation and Special Programs Branch at (202) 325-0093.

**SUPPLEMENTARY INFORMATION:**

**Background:**

On December 8, 1993, Title VI (Customs Modernization) of the North American Free Trade Agreement Implementation Act (Pub. L. 103-182, 107 Stat. 2057) (hereinafter "Title VI") became effective. Title VI amended many sections of the Tariff Act of 1930, as amended, and related laws. Two new concepts which emerge from the law are "informed compliance" and "shared responsibility." These concepts are premised on the idea that in order to maximize voluntary compliance with customs laws and regulations, the trade community needs to be clearly and completely informed of its legal obligations. Accordingly, the law imposes a greater obligation on CBP to provide the public with improved information concerning the trade community's responsibilities and rights under the customs and related laws. In addition, both the trade and CBP share responsibility in carrying out import requirements. For example, under section 484 of the Tariff Act of 1930, as amended (19 U.S.C. § 1484), the importer of record is responsible for using reasonable care to enter, classify and value imported merchandise, and to provide any other information necessary to enable CBP to properly assess duties, collect accurate statistics and determine whether any other applicable legal requirement is met.

Pursuant to section 625(c)(1), Tariff Act of 1930 (19 U.S.C. §1625(c)(1)), as amended by section 623 of Title VI, this notice advises interested parties that CBP it intends to revoke HQ H006588, dated December 17, 2007 (Attachment A), relating to the dutiability of certain buying commission payments. Since the decision to revoke is based on the specific facts of the particular matter, CBP does not intend to revoke or modify any other rulings. Similarly, CBP does not intend to revoke or modify any treatment.

In HQ H006588, CBP determined that the importer did not meet its burden of establishing that payments made to a purported buying agent constituted bona fide buying commissions because there was insufficient documentary evidence to establish the existence of a bona fide buying agency relationship. Consequently, the payments made to the alleged buying agent were included in transaction value as an

addition to the price actually paid or payable. CBP has since had occasion to reconsider its position in light of additional information that was made available regarding the control exercised by importer/principal over the purported agent. The importer has also revised the buying agency agreement and a joint venture agreement relative to this matter. In light of the additional information, CBP considers that the particular payments at issue constitute bona fide buying commissions. As such, they are not included in transaction value as part of the price actually paid or payable or as an addition thereto.

Accordingly, pursuant to 19 U.S.C. §1625(c)(1), CBP intends to revoke HQ H006588. (See Attachment B). Before taking this action, consideration will be given to any written comments timely received.

Dated: August 12, 2009

MYLES B. HARMON,  
*Director*  
*Commercial and Trade Facilitation Division*

Attachments

## [ATTACHMENT A]

HQ H006588  
December 17, 2007  
OT:RR:CTF:VS H006588 GOB  
CATEGORY: Valuation

DIRECTOR, TRADE FACILITATION AND ADMINISTRATION  
OFFICE OF INTERNATIONAL TRADE U.S. CUSTOMS AND BORDER PROTECTION  
1300 PENNSYLVANIA AVE., N.W.  
L STREET  
WASHINGTON, DC 20229  
ATTENTION: Ms. KIMRA COONS

RE: Dutiability of Commissions

DEAR DIRECTOR

This is in response to a request from your office for internal advice of February 5, 2007 concerning David's Bridal, Inc. ("DBI"). In response to the request of Customs and Border Protection ("CBP"), DBI made a submission of May 9, 2007. A telephone conference was held on July 30, 2007; participants included counsel for DBI, a representative from your office, representatives from the Office of Field Operations, and representatives from this office. Our decision follows.

**FACTS:**

The following is a statement of the pertinent facts, as gleaned from your forwarding memorandum and the accompanying documentation.

DBI, the importer of the subject merchandise, is a domestic retailer of bridal wear garments and accessories. In 1995, DBI entered into a Joint Venture and Shareholders Agreement (the "JV Agreement") with Addwood Limited ("Addwood"), a Hong Kong corporation, Fillberg Limited ("Fillberg"), a Hong Kong Corporation, and Mordechai Kafry ("Kafry"), a \*\*\*\*\*% indirect shareholder of Addwood. The JV Agreement is undated and is marked "Confidential Draft" on the first page. It is signed by the chairman of DBI, whose title and printed name are reflected in the signing area of the final page. Other signers of the JV Agreement appear to be representatives of Addwood and Fillberg; and Kafry who signed on behalf of \*\*\*\*\* Corporation ("\*\*\*\*\*") and in his individual capacity. Kafry owns \*\*\*\*\*% of \*\*\*\*\* , which is not a party to the JV Agreement. Your memorandum states that no public information can be found for \*\*\*\*\*. The names and titles of the representatives of Addwood and Fillberg are not reflected in the appropriate places underneath their signatures in the signing area of the final page.

The JV Agreement reflects the following. DBI and Addwood own all of Fillberg, in equal shares.<sup>1</sup> The day-to-day operation of Fillberg is to be undertaken by officers designated by Addwood and who are acceptable to DBI. They "desire to manage [Fillberg] for the purpose of acting as Bridal's exclusive agent for the purchase of ready-made bridal garments . . ." The JV

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<sup>1</sup> The JV Agreement provides that Fillberg has two members, Addwood and Raymond Wu (holding for the benefit of DBI), each of which owns one share of common stock. Upon execution and delivery of the JV Agreement, the share held by Wu shall be transferred to DBI, and DBI and Addwood will be the only members of Fillberg.



the Principal and the Agent, which joint venture agreement shall include, among other things, termination provisions satisfactory to the Principal.”

The BA Agreement provides a detailed list of the duties of Fillberg, including the following: the research and investigation of manufacturers or suppliers when requested by Principal; keeping the principal informed of market conditions; making preparations for the Principal’s buying visits; advising the Principal with respect to prices, terms, and conditions; using best efforts to insure that the merchandise conforms to Principal’s specifications and meets the requirements of all U.S. laws and regulations; arrangement for the shipment of the merchandise to the Principal in accordance with the purchase orders; conducting final inspection of the merchandise; and insuring that the manufacturers or suppliers of the merchandise prepare customs and commercial invoices covering all shipments to the Principal.

The submitted documentation (including the Focused Assessment Background Questionnaire) indicates that DBI has a 50% interest in Wingreat Limited (“Wingreat”), which is a designer and seller of women’s dresses and bridal gowns based in Hong Kong and a 25% interest in Maxtel Limited (“Maxtel”), which is a seller of dresses in Sri Lanka. Maxtel has a \*\*\*\*\*% interest in Carlton Garments PVT Limited (“Carlton”), a Sri Lankan production facility.<sup>2</sup> As noted above, DBI and Addwood each own 50% of Fillberg.

You have provided certain documentation and analysis with respect to two entries of merchandise. The documentation was provided by counsel for DBI.

The first entry at issue (the “first entry”), involves the sale of goods, produced by Ho Sing Clothing, from Wingreat to DBI. The documentation includes the following: 1. A purchase order from DBI to Wingreat. The purchase order does not include a price; the “date requested” is November 19, 2004; 2. An undated Wingreat purchase order to the Ho Sing Clothing; 3. An invoice dated December 27, 2004 which indicates that Ho Sing Clothing sold 16 bridal gowns to Wingreat for \$\*\*\*\*\*; 4. A payment voucher indicating Wingreat’s payment of \$\*\*\*\*\* to Ho Sing Clothing; and 5. An invoice of December 29, 2004, indicating that Wingreat sold 16 gowns to DBI in a related party sale with a buying agency commission paid separately. The commercial invoice from Wingreat to DBI reflects a “related party transaction” and further provides: “This transaction is subject to a non-dutiable ... buying agent commission to Fillberg Limited by David’s Bridal. This commission is not included in the invoice price.” Payment records show that DBI paid Wingreat \$\*\*\*\*\* for the goods. The documentation does not contain any specific payment record as to the commission.

The second entry at issue (the “second entry”) also involves the sale of goods from Wingreat to DBI. The goods were produced by Carlton and the transaction involves an additional party, Maxtel. The documentation includes the following: 1. A DBI purchase order to Wingreat with a “date requested” of December 3, 2004; 2. A Wingreat purchase order to Carlton with Maxtel as the vendor. The “date of request” is December 10, 2004; 3. An invoice dated January 4, 2005, indicating that 42 gowns were sold from Maxtel to Wingreat; 4. An invoice dated January 13, 2005, reflecting the sale of the gowns from Wingreat to DBI and that a buying agency commission was paid to Fillberg outside of the invoice price. The commercial invoice from Wingreat to DBI reflects a “related party transaction” and further provides:

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<sup>2</sup> In its submission of May 9, 2007, counsel for DBI states: “DBI and \*\*\*\*\* each have 25% of the shares of . . . Wingreat Ltd. and Maxtel Ltd.”



“This transaction is subject to a non-dutiable ... buying agent commission to Fillberg Limited by David’s Bridal. This commission is not included in the invoice price.” Payment records indicate that DBI paid \$\*\*\*\*\* for the gowns. The documentation does not contain any specific payment record as to the commission; 5. Payment records also indicate that \$\*\*\*\*\* was paid by Wingreat to Maxtel; and 6. An invoice from Carlton to DBI, indicating that 42 gowns were sold on January 6, 2005 for \$\*\*\*\*\*.

### ISSUES:

Are certain payments made by DBI to Fillberg *bona fide* buying commissions which are not included in the transaction value of the imported merchandise?

### LAW AND ANALYSIS:

The preferred method of appraising merchandise imported into the U.S. is transaction value pursuant to section 402(b) of the Tariff Act of 1930, as amended by the Trade Agreements Act of 1979 (“TAA”), codified at 19 U.S.C. §1401a. 19 U.S.C. §1401a(b)(1) provides, in pertinent part, that the transaction value of imported merchandise is the “price actually paid or payable for the merchandise when sold for exportation to the United States,” plus enumerated statutory additions. One of the additions is for “any selling commission incurred by the buyer with respect to the imported merchandise.” For the purpose of this ruling, we will assume that transaction value is the proper basis of appraisalment.

Buying commissions are fees paid by an importer to his agent for the service of representing him abroad in the purchase of the goods being valued. It has been determined that *bona fide* buying commissions are not added to the price actually paid or payable. *Pier 1 Imports, Inc. v. United States*, 13 CIT 161, 164, 708 F. Supp. 351, 353 (1989); *Rosenthal-Netter, Inc. v. United States*, 12 CIT 77, 78, 679 F. Supp. 21, 23, *aff’d*, 861 F.2d 261 (Fed. Cir. 1988); *Jay-Arr Slimwear, Inc. v. United States*, 12 CIT 133, 136, 681 F. Supp. 875, 878 (1988). The importer has the burden of proving that a *bona fide* agency relationship exists and that payments to the agent constitute *bona fide* buying commissions. *Rosenthal-Netter, supra*, *New Trends, Inc. v. United States*, 10 CIT 637, 645 F. Supp. 957, 960, (1986); *Pier 1 Imports, Inc., supra*.

In deciding whether a *bona fide* agency relationship exists, all relevant factors must be examined and each case is governed by its own particular facts. *J.C. Penney Purchasing Corp v. United States*, 80 Cust. Ct. 84, 95, C.D. 4741, 451 F. Supp. 973, 983 (1978). Although no single factor is determinative, the primary consideration is the right of the principal to control the agent’s conduct with respect to the matters entrusted to him. *See Jay-Arr Slimwear, Pier 1 Imports, Inc., J.C. Penney, and Rosenthal-Netter, supra*. The degree of discretion granted the agent is a further consideration. *See New Trends, supra*. The existence of a *bona fide* buying commission is to be determined by the totality of the circumstances. HQ 542141, September 29, 1980 (TAA No. 7).

Customs Service General Notice, 11 Cust. Bull. & Dec. 15, March 15, 1989, citing TAA No. 7, provides that certain documents must be submitted to Customs to clearly establish the existence of a *bona fide* buying agency:

[A]n invoice or other documentation from the actual foreign seller to the agent would be required to establish that the agent is not a seller and to determine the price actually paid or payable to the seller.

However, even if the manufacturer's invoice is provided, "the totality of the evidence must demonstrate that the purported agent is in fact a *bona fide* buying agent and not a selling agent or an independent seller." *Id.*

The documentation includes the undated BA Agreement between DBI and Fillberg. While this document is signed by representatives of DBI and Fillberg, the printed names and titles of the signers are not completed in the appropriate spaces on the signature page. This agreement includes many of the normal indicia of a *bona fide* buying agency. The BA Agreement provides that "[t]he terms of this Agreement are subject to the existence and terms of a joint venture agreement to be entered into by the Principal and the Agent, which joint venture agreement shall include, among other things, termination provisions satisfactory to the Principal."<sup>3</sup>

The documentation also includes an undated JV Agreement, signed by representatives of DBI, Addwood, Fillberg, and \*\*\*\*\*; Mordechai Kafry signed the document for \*\*\*\*\* and also signed it in his individual capacity. The printed names and titles of the signers on behalf of Addwood and Fillberg are not completed in the appropriate spaces on the signature page. The JV Agreement reflects the existence of a Buying Agency Agreement and provides that the relationship between DBI and Fillberg shall be governed by the Buying Agency Agreement "[e]xcept as expressly qualified or limited" by the JV Agreement. The JV Agreement also provides that "[t]he duties and responsibilities of [DBI and Fillberg] shall be as set forth in the Agency Agreement except as expressly modified by this Agreement."<sup>4</sup> As your memorandum suggests, the JV Agreement has the potential to override the BA Agreement. Also as your memorandum suggests, language in the JV Agreement (see excerpted language, page two of this ruling) indicates that, under certain circumstances, Fillberg may engage in the retail sale of merchandise.

DBI owns a 50% interest in Fillberg. Therefore, DBI and Fillberg are "related parties." See 19 U.S.C. § 1401a(g)(1)(F) which provides that persons are related if any person directly or indirectly owns, controls, or holds with the power to vote five percent or more of the outstanding voting stock or shares of any organization; the person owning, controlling, or holding the power to vote such shares and the organization are deemed to be related parties. While the fact that two parties are related parties does not preclude the existence of a buying agency, the circumstances surrounding such transactions between related parties are subject to closer scrutiny than transactions between unrelated parties.

While, as noted above, the BA Agreement contains many of the indicia of a *bona fide* buying agency, we also note the following. While the submitted documentation does not include evidence of payment of the commission to Fillberg, we are advised, and the CBP Audit report suggests, that CBP

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<sup>3</sup> As you indicate in your forwarding memorandum, the JV Agreement has the potential to "override" the BA Agreement.

<sup>4</sup> See footnote 2.

verified these payments. The JV Agreement and the BA Agreement are undated.<sup>5</sup> The JV Agreement contains language indicating that it may override the BA Agreement. The “paper trail,” which would establish that the commissions at issue are nondutiable buying commissions is clearly insufficient.

Further, DBI has not established by satisfactory documentary evidence with respect to the actions of the parties that a buying agency relationship has been established.<sup>6</sup>

We reiterate that, because DBI and Fillberg are related, the circumstances surrounding the claimed buying agency relationship are subject to closer scrutiny than such a claim involving unrelated parties.<sup>7</sup>

Based upon the totality of the circumstances and the totality of the evidence as presented to us, we conclude that DBI has not met its burden of establishing that the commissions at issue are nondutiable buying commissions. Therefore, we find that the commissions are an addition to the price actually paid or payable in the context of transaction value.

#### **HOLDING:**

DBI has not met its burden of establishing that payments made by DBI to Fillberg are *bona fide* buying commissions. Therefore, we find that the commissions are an addition to the price actually paid or payable in the context of transaction value.

Please mail this decision to counsel for DBI promptly, but in no event later than 60 days from the date of this letter. Sixty days from the date of the decision the office of Regulations and Rulings will take steps to make this decision available to CBP personnel, and to the public on the CBP Home Page on the World Wide Web at [www.cbp.gov](http://www.cbp.gov), by means of the Freedom of Information Act, and other methods of public distribution.

*Sincerely,*

MONIKA R. BRENNER

*Chief*

*Valuation and Special Programs Branch*

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<sup>5</sup> As indicated in the FACTS section of this ruling, there is a one page Amendment to the Buying Agency Agreement, dated April 11, 2000.

<sup>6</sup> In *Rosenthal-Netter, Inc. v. United States*, 679 F. Supp. 21, 12 CIT 77, 83 (1988), the court stated: “While it is true that a buying agency agreement supports the notion of a *bona fide* agency relationship, *J.C. Penney*, 80 Cust. Ct. at 98, 451 F. Supp. at 985, it is not dispositive on the issue. 10 CIT at 640, 645 F. Supp. at 692. An agency agreement is only evidence that the parties intended to create an agency relationship. However, whether the parties succeed in creating such a relationship must be established by sufficient evidence. ‘Acts may support, or they may cast doubt upon, the words which parties speak or reduce to writing.’ *Hub Floral Mfg. v. United States*, 60 Cust Ct. 905, 906, R.D. 11544 (1968).”

<sup>7</sup> Since a buying agent is supposed to be acting on behalf of the buyer and in the best interests of the buyer, it is more difficult to show that the intermediary is a *bona fide* buying agent when it is related to the seller. *What Every Member of the Trade Community Should Know About: Buying and Selling Commissions*, an informed compliance publication of CBP.

## [ATTACHMENT B]

HQ H022168  
OT:RR:CTF:VS H022168 CRS  
CATEGORY: Valuation

Ms. KIMRA COONS  
NATIONAL ACCOUNT MANAGER  
PARTNERSHIP PROGRAMS BRANCH  
OFFICE OF INTERNATIONAL TRADE U.S. CUSTOMS AND BORDER PROTECTION  
4477 WOODSON ROAD  
ST. LOUIS, MO 63134

RE: Revocation of HQ H006588; 19 U.S.C. § 1625; David's Bridal Inc.

DEAR Ms. COONS:

This concerns a letter dated January 14, 2008, submitted pursuant to 19 U.S.C. § 1625 by Sandler, Travis & Rosenberg on behalf of David's Bridal, Inc. (DBI), requesting modification or revocation of Headquarters Ruling Letter (HQ) H006588, the holding of which was adverse to DBI.

Additional information relevant to this matter was provided by the Philadelphia Field Office, Regulatory Audit, Office of International Trade, on May 5, 2009. This information was not part of the record in HQ H006588 and therefore was not considered by this office when making the original decision in H006588.

**FACTS:**

In HQ H006588, dated December 17, 2007, we responded to a request for internal advice from your office concerning the dutiability of certain payments made by DBI to Fillberg Limited, a purported buying agent in Hong Kong. We concluded that DBI had not met its burden of establishing that the payments constituted bona fide buying commissions. The payments in question were made pursuant to a 1995 buying agency agreement<sup>8</sup> between DBI and Fillberg. The agreement specifies Fillberg's duties, which are typical of those undertaken by a buying agent. They include: researching and investigating manufacturers or suppliers; informing the principal of market conditions; making arrangements for buying visits; arranging for the purchase of sample fabrics, labels or other items used in the manufacture of the imported merchandise; providing advice on prices, terms and conditions; inspecting merchandise and ensuring quality control; and arranging for shipment. As provided for in the agreement, Fillberg has no authority to bind DBI except on DBI's written order or authorization. In return for the services rendered under the terms of the agreement, DBI agreed to pay DBI a commission equal to a specified percentage of the U.S. dollar FOB price of merchandise shipped in a particular calendar year.

Fillberg was formed pursuant to a joint venture agreement<sup>9</sup> between DBI and Addwood Limited, Hong Kong.<sup>10</sup> The joint venture agreement provides at section 5.1 that Fillberg is to act as DBI's exclusive agent in regard to the

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<sup>8</sup> The original buying agency agreement, while signed by the parties, was undated, though it would appear to date from July 1995. It was subsequently amended on April 11, 2000.

<sup>9</sup> The joint venture agreement is also undated, but likewise appears to date from July 1995.

<sup>10</sup> DBI owns fifty percent of Fillberg's shares; the remaining fifty percent are owned by Addwood. Mr. Mordechai Kafry owns a [\*\*\*\*\*] percent interest in Addwood.

purchase and importation of wedding dresses and other bridal wear into the U.S. and, in turn, that DBI is to be Fillberg's exclusive U.S. client. The agreement provides further that Fillberg will negotiate the purchase of merchandise with suppliers in accordance with DBI's requirements, but that purchase orders will be entered into in writing directly between DBI and the manufacturer or supplier. In addition, section 5.3 of the joint venture agreement provides that neither Fillberg nor Addwood, nor any subsidiaries, affiliates or other members of the Addwood Group are to engage directly or indirectly in the retail of merchandise without DBI's written consent. In addition, section 5.3 provides that DBI consents to retail sales by Fillberg, Addwood or its affiliates subject to certain enumerated conditions. Counsel asserts that this provision of the joint venture agreement has never been exercised and there is no evidence in the record that would indicate that Fillberg engaged in retail sales.

The 1995 buying agency agreement and joint venture agreement are no longer in effect. As of January 1, 2008, DBI amended the joint venture agreement, revising a number of sections including sections 5.1 and 5.3. Section 5.1 now reads as follows:

Exclusive Relationship: Agency Agreement. The purpose of the Company will be to act as the exclusive buying agent of DBI for the purchase of Merchandise from the Agency Territory. The duties and responsibilities of DBI and the Company shall be set forth in the Buying Agency Agreement. The buying agency relationship between DBI and the Company shall be governed by the Buying Agency Agreement dated January 1, 2008, which shall prevail over any contrary terms of the AGREEMENT. Paragraphs 5.1.1 and 5.1.4 are hereby eliminated.

Section 5.3 was also revised and now states that "[Fillberg] shall not engage in any retail sales or any activity other than as a buying agent for DBI."

HQ H006588 held that DBI had not met its burden of establishing that the payments made to Fillberg constituted bona fide buying commissions inasmuch as there was insufficient documentary evidence to establish the existence of a bona fide buying agency relationship. Consequently, the payments made to Fillberg were included in transaction value as an addition to the price actually paid or payable. The decision also expressed concern in respect of two provisions of the joint venture agreement.

First, it was noted that the exclusivity clause set forth in section 5.1 of the joint venture agreement had "the potential to override" the buying agency agreement in that any signatory to the joint venture agreement is required to use Fillberg in regard to the sale of merchandise and that this constituted a condition of sale. Secondly, it was noted that the role of the agent could not be distinguished from the role of the related party sellers, particularly inasmuch as section 5.3 of the joint venture agreement grants Fillberg the right to engage in retail sales subject to certain conditions. This concern also appears to have been based on the conclusion that Fillberg was related to Wingreat and Maxtel.<sup>11</sup>

The record in this case is based principally on information developed in the course of an audit of DBI conducted by the Philadelphia Branch, Boston Field

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<sup>11</sup> See HQ H006588 at 7, n.7 (Implying that Fillberg and Sellers 1 and 2 are related).

Office, Regulatory Audit, in 2004–2005.<sup>12</sup> As noted above, additional information relevant to this matter was submitted in 2009 by the Philadelphia Field Office. The record reflects that with the assistance of Fillberg, DBI develops an annual purchasing plan. DBI works with Fillberg to negotiate prices with its foreign suppliers on an arm's length basis. Once the terms have been arranged, a purchase order is issued through Fillberg for the goods. Payment is made with Fillberg's assistance. In most instances, DBI pays for imported merchandise by instructing its bank to issue a letter of credit to Fillberg as beneficiary. Fillberg then instructs its bank to open a back-to-back letter of credit in favor of the manufacturer or seller of the merchandise. The payment for the merchandise is separate from the payment of the commissions paid to Fillberg. Commission invoices are issued on a monthly basis and payment is made by wire transfer. Merchandise is shipped directly from the manufacturer to DBI; Fillberg neither takes title to the merchandise, nor physical possession. All of Fillberg's income is derived from commission payments.

In addition to dealing with unrelated sellers, DBI also deals with two related party sellers: Wingreat, a designer and seller of dresses and bridal wear in Hong Kong; and Maxtel, a seller of dresses in Sri Lanka.<sup>13</sup> In related party purchases, DBI instructs its bank to open a letter of credit in favor of the related party, which draws thereon to pay the manufacturer or exporter. As in the case of unrelated sellers, commission payments are made separately. Furthermore, the record reflects that DBI personnel make frequent trips to visit the manufacturers of the imported merchandise to discuss a range of quality control and production issues. DBI purchases and imports from approximately thirty vendors. Other than Wingreat and Maxtel, the record reflects that DBI is not related to any of the other vendors from which it purchases merchandise.

#### **ISSUE:**

The issue presented is whether certain payments made by DBI to Fillberg under the 1995 and 2008 buying agency agreements constitute bona fide buying commissions such that they are not included in transaction value.

#### **LAW AND ANALYSIS:**

Initially we note that DBI filed a request for modification or revocation of HQ H006588 pursuant to 19 U.S.C. § 1625. As a general matter, a proposed interpretive ruling or decision that would modify or revoke a prior ruling or decision that has been in effect for more than sixty days must be published in the Customs Bulletin. 19 U.S.C. § 1625(c). Inasmuch as H006588 was in effect for more than sixty days from the date of its issuance, and given that none of the exceptions to the publication requirement are applicable, publication of a proposed notice of revocation is required.

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<sup>12</sup> The Philadelphia Branch was established as a Field Office in its own right in October 2007.

<sup>13</sup> DBI owns a fifty percent interest in Wingreat and a twenty-five percent interest in Maxtel. Maxtel purchases merchandise from a wholly-owned related party, Carlton Garments PVT, of Sri Lanka.

### Commission Payments

Merchandise imported into the United States is appraised in accordance with section 402 of the Tariff Act of 1930, as amended by the Trade Agreements Act of 1979 (TAA; codified at 19 U.S.C. § 1401a). The primary method of appraisement under the TAA is transaction value, defined as the price actually paid or payable for the merchandise when sold for exportation to the United States, plus amounts in respect of certain statutorily enumerated additions. The term “price actually paid or payable” is defined in pertinent part as “the total payment (whether direct or indirect . . . ) made, or to be made, for imported merchandise by the buyer to, or for the benefit of, the seller.” 19 U.S.C. § 1401a(b)(4). See Generra Sportswear Co. v. United States, 905 F.2d 377 (Fed. Cir. 1990). Transaction value is an acceptable basis of appraisement only if, inter alia, the buyer and seller are not related, or if related, an examination of the circumstances of sale indicates that the relationship did not influence the price actually paid or payable, or the transaction value of the merchandise closely approximates certain “test values.” 19 U.S.C. § 1401a(b)(2)(B). For purposes of this decision we have assumed that transaction value is the appropriate basis of appraisement in both related and unrelated sales.

The enumerated additions to the price actually paid or payable include the value of any selling commissions incurred by the buyer with respect to the imported merchandise. A “selling commission” is any commission paid to the seller’s agent, i.e., one who is related to or controlled by, or works for or on behalf of, the manufacturer or the seller. 19 C.F.R. § 152.102(b). Bona fide buying commissions are not included in transaction value as part of the price actually paid or payable or as an addition thereto. Pier 1 Imports, Inc. v. United States, 708 F.Supp.351, 354 (Ct. Int’l Trade 1989); Rosenthal-Netter, Inc. v. United States, 679 F.Supp. 21, 23 (Ct. Int’l Trade 1988); Jay-Arr Slimwear, Inc. v. United States, 681 F.Supp 875, 878 (Ct. Int’l Trade 1988). The existence of a bona fide buying commission depends upon the relevant factors of the particular case. J.C. Penney Purchasing Corp. v. United States, 451 F.Supp. 973, 983 (Cust. Ct. 1978). However, the importer has the burden of proving the existence of a bona fide agency relationship and that the payments to the purported agent constitute bona fide buying commissions. Rosenthal-Netter, 679 F.Supp. at 23; New Trends, Inc. v. United States, 645 F.Supp. 957, 960 (Ct. Int’l Trade 1986).

The primary consideration in an agency relationship is the right of the principal to control the agent’s conduct with respect to those matters entrusted to the agent. J.C. Penney, 451 F. Supp. at 983. The existence of a buying agency agreement has been viewed as supporting the existence of a bona fide agency relationship. Dorco Imports v. United States, 67 Cust. Ct. 503, 512, R.D. 11753 (1971). In addition, the courts have examined such factors as: the transaction documents; whether the purported agent’s actions were primarily for the benefit of the principal; whether the importer could have purchased the merchandise directly from the manufacturers without employing an agent; whether the intermediary was operating an independent business, primarily for its own benefit; and whether the purported agent was financially detached from the manufacturer of the merchandise. Rosenthal-Netter, 679 F. Supp. at 23; New Trends, 645 F. Supp. at 960–962.

As a general matter, a relationship between the agent and the seller will not preclude the finding of a bona fide buying agency; however, closer scrutiny will be accorded the related party transaction in determining whether in fact a bona fide buying agency exists. Bushnell International, Inc. v. United States, 477 F.2d 1402, 1406 (CCPA 1973); see also HQ 548222, dated February 27, 2003; HQ 544895, dated July 22, 1992; and HQ 544657, dated July 1, 1991. In determining whether an agency relationship exists, the evidence submitted to Customs must clearly establish the fact of a bona fide buying agency. See HQ 544610 dated February 23, 1991. Customs has consistently held that an invoice or other documentation from the actual foreign seller is required in order to establish that the agent is not the seller, as well as to determine the price actually paid or payable to the seller. HQ 542141 dated September 29, 1980; also published as TAA No. 7, Dep't. of the Treasury, U.S. Customs Service, Customs Valuation Rulings under the Trade Agreements Act of 1979, SuDoc. No. T 17:2:C 96/15 (1984). While the absence of a buying agency agreement does not necessarily preclude the existence of a buying agency relationship, it is difficult to establish an agency relationship without one. See U.S. Customs and Border Protection, Informed Compliance Publication, What Every Member of the Trade Community Should Know About: Buying and Selling Commissions, available at [http://www.cbp.gov/linkhandler/cgov/trade/legal/informed\\_compliance\\_pubs/icp004r2.ctt/icp004r2.pdf](http://www.cbp.gov/linkhandler/cgov/trade/legal/informed_compliance_pubs/icp004r2.ctt/icp004r2.pdf) (May 11, 2009).

In this case, there is a buying agency agreement between DBI and Fillberg, a factor that supports the existence of a bona fide buying agency. Dorco Imports, 67 Cust. Ct. at 512. Moreover, DBI actively controlled the purchasing process. DBI originates all purchases in accordance with the annual purchasing plan developed by its Production Department, with significant input from Fillberg. DBI personnel implement the purchasing plan through the analysis of planned new product designs and by reviewing manufacturer performance and quality from the preceding year. This involves extensive overseas travel. DBI is also actively involved in the purchasing process via its participation in the styling and design of garments. The fact that the manufacturer is aware that the importer and not the agent was the purchaser of the merchandise is evidence of a buying agency relationship. J.C. Penney, 451 F.Supp. at 983. The record indicates that DBI takes title to the merchandise FOB port of shipment, and that at no time does Fillberg bear the risk of loss, another factor that supports the existence of a bona fide buying agency. Rosenthal-Netter, 679 F.Supp. at 26. Based on our review, the record indicates that the parties acted in accordance with the buying agency agreement.

DBI also controlled the payment process. Payment for the merchandise was effected by back-to-back letters of credit. Accordingly, the manner in which payment was made indicates that DBI exercised control over Fillberg. Pier I Imports, 708 F.Supp. 354-355 (Payment by means of back-to-back letters of credit demonstrates that the agent purchased merchandise only at the direction of the principal). Commission payments were made separately from the payment for the merchandise and did not inure to the benefit of the sellers. This too supports the existence of a bona fide buying agency. Rosenthal-Netter, 679 F. Supp. at 23; New Trends, 645 F. Supp. at 960-962. See also J.C. Penney, 451 F.Supp. at 984 (Commissions paid to an agent for services rendered, no part of which inure to the benefit of the seller, are buying commissions).



The fact that DBI and Fillberg are related persons within the meaning of 19 U.S.C. § 1401a(g)(1) does not negate an otherwise legitimate buying agency relationship. E.g., HQ 545988 dated May 18, 1995. The primary consideration is the right of DBI, the principal to control Fillberg, the agent. J.C. Penney, 451 F. Supp. at 983. As indicated above, the record in this case supports a finding that DBI exercises control over Fillberg, which acts as a bona fide buying agent. While DBI is related to Wingreat and Maxtel, nothing in the record suggests that Fillberg is related to Wingreat or to Maxtel – or indeed, to any of the unrelated sellers – within the meaning of section 402(g)(1) of the TAA, and more particularly, within the meaning of 402(g)(1)(G). That is, Fillberg is not “controlled by or under common control with” either Wingreat or Maxtel. See Transfer Pricing; Related Party Transactions, 58 Fed. Reg. 5445 (Jan. 21, 1993) (with reference to the definition of control); see also HQ 545481 dated September 14, 1994, HQ 546782 dated December 2, 1999. Moreover, even assuming that Fillberg was related to Wingreat and/or Maxtel, this alone would not invalidate the buying agency relationship, although it would necessitate closer scrutiny. Bushnell International, Inc. v. United States, 477 F.2d at 1406. Finally, DBI obtains merchandise from some thirty vendors. Apart from Wingreat and Maxtel, DBI is not related to any of the vendors. The fact that DBI does not purchase only from related sellers supports the existence of a buying agency. See CBP Informed Compliance Publication, Buying and Selling Commissions, supra, at 12 (“If the purported buying agent obtains the imported merchandise only from its related seller, it will be difficult for the importer to show that the agent is acting in the best interests and under the direction and control of the buyer and a finding of a bona fide agency is unlikely). Accordingly, based on the evidence in the record we find that Fillberg is a bona fide buying agent for DBI, that it does not act as an independent seller, and that its functions are separate and distinct from those of Wingreat and Maxtel and are readily distinguished therefrom.

HQ H006588 also determined that the exclusivity clause set forth in section 5.1 of the joint venture agreement supersedes the buying agency agreement in that any signatory to the joint venture agreement is required to use Fillberg in regard to the sale of merchandise and that, consequently, section 5.1 constituted a condition of sale. However, upon reviewing the record below and taking into consideration the additional information submitted in connection with the request for reconsideration, we conclude that HQ H006588 was in error. While Fillberg is DBI’s exclusive agent, there is no evidence to support a finding that the exclusivity clause operates as either an express or implied condition of sale in DBI’s purchases from either its related or unrelated sellers as would warrant including the commission payments in transaction value as part of the price actually paid or payable or as an addition thereto. The commissions are not paid to the seller nor, based on the evidence in the record, do they inure to the seller. Even if the commissions were to inure to the seller it would not necessarily invalidate the finding of a bona fide agency relationship. No one factor is determinative in deciding whether a bona fide buying agency exists; rather each case is governed by its own particular facts. J.C. Penney, 451 F. Supp. at 983; Bushnell, 477 F.2d at 1406.

Here the evidence indicates that Fillberg performs activities that are typical of a buying agent, viz., Fillberg was involved in the purchasing process, participated in styling and generally performed those activities it had contracted to undertake in accordance with the terms of the buying agency

agreement. Indeed, the information presented indicates that Fillberg performed the same general agency services in assisting DBI with its purchases from unrelated sellers as it did when assisting DBI in its purchases from related sellers.

The exclusivity clause does not lessen DBI's control over Fillberg. As described above, the record reflects that DBI exercises control over Fillberg and that Fillberg acted upon instructions from DBI in accordance with the terms of the buying agency agreement. Similarly, the fact that Fillberg could have engaged in wholesale or retail sale or rental of merchandise in accordance with section 5.3 of the joint venture agreement does not invalidate the principal-agency relationship. In the first instance, there is no evidence in the record that Fillberg sold merchandise. Indeed, the audit confirmed that all of Fillberg's revenue was derived from commission payments. However, even if Fillberg had acted as a seller in other transactions it would not necessarily have invalidated the buying agency. In *Jay-Arr Slimwear*, the purported agent also owned the manufacturer. The court noted that if any commissions paid to the agent were retained by the seller the bona fides of the buying agency relationship would be suspect, but added:

Nevertheless, profits earned by an agent which may ultimately benefit the manufacturer is but one factor, which standing alone, does not bar exclusion of the commissions from the dutiable cost. *Bushnell*, 60 CCPA at 161, 477 F.2d at 1406. No single factor is determinative; the relationship must be judged by the entire factual situation. *J.C. Penney*, 80 Cust. Ct. at 95, 451 F.Supp. at 983; *Knit Wits*, 62 Cust. Ct. at 1011.

*Jay-Arr Slimwear*, 681 F.Supp. at 879. Accordingly, neither section 5.1 nor section 5.3 of the 1995 joint venture agreement invalidate the bona fides of the buying agency in the particular circumstances of this case. Thus, in view of the totality of the evidence, DBI has met its burden of establishing that the payments made to Fillberg under the buying agency agreement constitute bona fide buying commissions.

As previously noted, both the buying agency agreement and the joint venture agreement were amended in 2008; sections 5.1 and 5.3 of the joint venture agreement were among the provisions revised. Provided that the parties act in accordance with the 2008 agreements, commissions paid to Fillberg pursuant to the agreements would constitute bona fide buying commissions and, as such, would not be included in transaction value. As always, however, it should be noted that since the existence of a buying agency is factually specific, the actual determination regarding the dutiability of future commission payments will be made by the appraising officer at the port of entry based on the documentation submitted.

#### **HOLDING:**

In conformity with the foregoing, the commission payments made by DBI to Fillberg under the 1995 buying agency agreement constitute bona fide buying commissions. As such, the payments are not included in transaction value.

**EFFECT ON OTHER RULINGS:**

HQ H006588 is hereby revoked.

*Sincerely,*

MYLES B. HARMON,

*Director*

*Commercial and Trade facilitation Division*

cc: Rick Lawlor, Regulatory Audit, Philadelphia  
Steven Foreman, OFO, Philadelphia

