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19 Attorneys for Plaintiffs
20 **ASICS CORPORATION and**
21 **ASICS AMERICA CORPORATION**

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

24 **ASICS CORPORATION, a Japanese**
25 **corporation; and ASICS AMERICA**
26 **CORPORATION, a California**
27 **corporation,**

28 Plaintiffs,

v.

29 **DOLCE & GABBANA, S.R.L., an**
30 **Italian corporation; and DOLCE &**
31 **GABBANA USA INC., a Delaware**
32 **corporation,**

Defendants.

Case No. **CV 08-06407 AHM (JCx)**
COMPLAINT FOR DAMAGES AND
INJUNCTIVE RELIEF FOR:

- (1) FEDERAL TRADEMARK INFRINGEMENT [LANHAM ACT § 32(1)]
- (2) FEDERAL UNFAIR COMPETITION [LANHAM ACT § 43(A)]
- (3) FEDERAL TRADEMARK DILUTION [LANHAM ACT § 43(C)]
- (4) TRADEMARK INFRINGEMENT UNDER STATE LAW [CAL. BUS. & PROF. CODE § 14320]
- (5) TRADEMARK INFRINGEMENT

FILED
2008 SEP 29 PM 4:07
CLERK U.S. DISTRICT COURT
CENTRAL DISTRICT OF CALIF.
LOS ANGELES

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- [STATE LAW]
- (6) TRADEMARK DILUTION UNDER STATE LAW [CAL. BUS. & PROF. CODE § 14330]
- (7) FALSE ADVERTISING [STATE LAW]; AND
- (8) UNFAIR COMPETITION [STATE LAW]

DEMAND FOR JURY TRIAL

Plaintiffs ASICS Corporation and ASICS America Corporation (collectively, "ASICS"), by and through their undersigned attorneys, for their complaint against the Defendants, Dolce & Gabbana S.r.l. and Dolce & Gabbana USA, Inc. (collectively, "Defendants") allege as follows:

JURISDICTION AND VENUE

1. This is an action for trademark infringement, unfair competition, trademark dilution, false advertising and other relief arising under the trademark laws of the United States, specifically 15 U.S.C. § 1051 et seq. (the "Lanham Act"), and the statutes and common law of the State of California.

2. This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. §§ 1331 and 1338 because ASICS' claims arise under the trademark laws of the United States. This Court also has supplemental jurisdiction pursuant to 28 U.S.C. §§ 1338(b) and 1367 over ASICS' claims that arise under the laws of the State of California.

3. This Court has personal jurisdiction over the Defendants because they transact business in the State of California.

4. Venue is proper in this judicial district pursuant to 28 U.S.C. § 1391 because a substantial part of the acts complained of herein occurred in this judicial district, and each party is subject to personal jurisdiction in this judicial district.

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PARTIES

1
2 5. Plaintiff ASICS Corporation is a corporation organized and existing
3 under the laws of Japan with its principal place of business located at 1-1,
4 Minatojima-Nakamachi 7chome Chuo-ku, Kobe, 650-8555 Japan.

5 6. Plaintiff ASICS America Corporation, a subsidiary of ASICS
6 Corporation, is a corporation organized and existing under the laws of the State of
7 California with its principal place of business located at 29 Parker, Suite 100,
8 Irvine, California 92618.

9 7. ASICS Corporation is the owner of the trademark at issue in this
10 case, and ASICS America Corporation is the exclusive licensee in the United
11 States for the trademark. ASICS designs, manufactures and markets high quality
12 athletic and fashion footwear, related apparel and accessory products. Among
13 other things, ASICS owns, and identifies its products using, a famous stripe
14 design trademark, as described below.

15 8. Upon information and belief, Defendant Dolce & Gabbana S.r.l. is a
16 corporation organized and existing under the laws of Italy with its principal place
17 of business located at 7 Via Santa Cecilia, 20122, Milan, Italy.

18 9. Upon information and belief, Defendant Dolce & Gabbana USA, Inc.
19 is a corporation organized and existing under the laws of Delaware with its
20 principal place of business located at 660 Madison Avenue, New York, New York
21 10021. Upon information and belief, Dolce & Gabbana USA, Inc. is a subsidiary
22 of Dolce & Gabbana S.r.l.

23 10. Upon information and belief, Defendants have manufactured,
24 imported, advertised, promoted, distributed and/or sold footwear in the United
25 States, and particularly in this judicial district, including at the D&G Dolce &
26 Gabbana store located at South Coast Plaza, 3333 Bristol Street, Costa Mesa,
27 California 92626, that infringes on ASICS' famous stripe design trademark.
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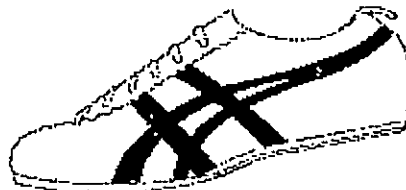
ASICS' STRIPE DESIGN TRADEMARK

11. ASICS consistently identifies its products through the use of a registered, distinctive and famous stripe design trademark (the "Stripe Design" mark) that it prominently displays on its footwear and other products. ASICS has used its Stripe Design mark prominently and continuously for over forty years to identify ASICS as the source of products bearing this mark. During this period, ASICS has committed enormous amounts of time, effort and money to developing a widely respected reputation as one of the premier manufacturers of high quality footwear and related apparel. Virtually all of ASICS' footwear products bear the Stripe Design mark.

12. An example of ASICS' famous and highly recognizable Stripe Design mark, as presented in ASICS' U.S. Trademark Registration No. 1,303,804, is shown below:



13. A second example of ASICS' famous and highly recognizable Stripe Design mark, as presented in ASICS' U.S. Trademark Registration No. 937,464, is shown below:



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**THE STRENGTH OF
ASICS' STRIPE DESIGN MARK**

14. Since at least as early as October 1966, and long prior to any use of a similar design by Defendants, ASICS has been continuously and exclusively using the Stripe Design mark on virtually every footwear product that ASICS has sold. Through ASICS' extensive use, advertising and promotion of the Stripe Design mark, the public easily recognizes that products bearing the Stripe Design mark, particularly footwear, have emanated from ASICS and are of the high quality of an ASICS shoe.

15. ASICS obtained its first registration of the Stripe Design mark on July 11, 1972, as Registration No. 937,464, for use of the Stripe Design mark on many types of shoes, including, but not limited to, running shoes. The date of first use of the mark was at least as early as October 1966.

16. ASICS also has obtained a number of other trademark registrations for its Stripe Design mark for use on athletic shoes and other products, including: (i) Registration No. 1,273,516 for duffle bags and other products (first used July 1973); (ii) Registration No. 1,273,615 for sports shoes and sportswear (first used February 1973); (iii) Registration No. 1,303,804 for shoes and apparel (first used February 1967); (iv) Registration No. 1,781,511 for socks, hats, inner soles, sock liners, and sandals (first used December 1972); (v) Registration No. 3,310,856 for footwear (first used October 1966); (vi) Registration No. 3,282,259 for footwear (first used October 1966); (vii) Registration No. 3,293,239 for footwear (first used October 1966); (viii) Registration No. 3,310,855 for footwear (first used October 1966); (ix) Registration No. 3,310,852 for footwear (first used October 1966); (x) Registration No. 3,315,909 for footwear (first used October 1966); (xi) Registration No. 3,310,851 for footwear (first used October 1966); and (xii) Registration No. 3,322,627 for footwear (first used October 1966).

17. All of ASICS' registrations are in full force and effect, and

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1 Registration Nos. 937,464, 1,273,516, 1,273,615, 1,303,804. and 1,781,511 have
2 become incontestable pursuant to 15 U.S.C. § 1065.

3 18. For over forty years, ASICS has widely advertised and promoted its
4 Stripe Design mark in numerous and diverse advertising media, including print,
5 television and the Internet, in order to promote the strength and renown of the
6 Stripe Design mark. ASICS' advertisements and promotions virtually always bear
7 the Stripe Design mark on the subject footwear, apparel and accessories,
8 indicating ASICS as the source of these high-quality products. Frequently,
9 ASICS' advertisements and promotions feature the Stripe Design mark by itself.
10 ASICS also promotes the Stripe Design mark through agreements with retailers,
11 who place advertisements that prominently feature the Stripe Design mark.

12 19. One very important method by which ASICS advertises and
13 promotes the Stripe Design mark is through its catalogs, which it publishes at least
14 biannually and which since 1966 have consistently displayed the Stripe Design on
15 ASICS footwear, apparel and accessories. ASICS also widely advertises its
16 products in magazines such as *People, Shape, Self, Women's Sports and Fitness,*
17 *Sports Illustrated* and *Runner's World*.

18 20. In addition, the independent media has extensively covered ASICS'
19 high-quality footwear bearing the Stripe Design mark, which has contributed to
20 the renown of the Stripe Design mark.

21 21. The design and labeling of virtually all ASICS' products consistently
22 and prominently displays the Stripe Design mark.

23 22. ASICS also includes the following notice in its advertisements and
24 on its catalogs:



25 The stripe design featured on the sides of ASICS
26 shoes is a trademark of ASICS Corporation and is a registered
27 trademark in most countries of the world.
28

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23. ASICS has achieved a high level of commercial success in selling products bearing its Stripe Design mark, and has built a valuable reputation and substantial goodwill, with which the Stripe Design mark has become synonymous.

24. Indeed, the distinctive Stripe Design mark has become a famous mark and is entitled to the utmost protection, and ASICS is entitled to immediate injunctive relief against any unauthorized use.

DEFENDANTS' INFRINGEMENT

25. Defendants have recently begun to manufacture, import, distribute, license and/or sell footwear in interstate commerce throughout the United States, including within the State of California, utilizing a mark that infringes upon ASICS' famous Stripe Design mark.

26. In particular, Defendants are selling shoes under its D&G line bearing a mark that infringes ASICS' famous Stripe Design mark at retail shoe stores and via the Internet.

27. Defendants have placed their infringing shoes in competition with ASICS' shoes bearing the Stripe Design mark and are attempting to "pass off" their shoes as high-quality ASICS' shoes.

28. Defendants' first sales of their infringing shoes occurred about forty years after ASICS' first use of the Stripe Design mark.

29. Upon information and belief, Defendants have engaged in intentional infringement by designing shoes that include a stripe design that is confusingly similar to ASICS' famous Stripe Design. One example of Defendants' infringing shoes is shown below beside an ASICS shoe bearing the famous Stripe Design mark:

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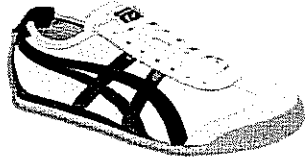
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DEFENDANTS' SHOE	ASICS' SHOE
	

30. A second example of Defendants' infringing shoes is shown below beside an ASICS shoe bearing the famous Stripe Design mark:

DEFENDANTS' SHOE	ASICS' SHOE
	



31. A third example of Defendants' infringing shoes is shown below beside an ASICS shoe bearing the famous Stripe Design mark.

DEFENDANTS' SHOE	ASICS' SHOE
	

32. A fourth example of Defendants' infringing shoes is shown below beside an ASICS shoe bearing the famous Stripe Design mark.

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DEFENDANTS' SHOE	ASICS' SHOE
	

33. A fifth example of Defendants' infringing shoes is shown below beside an ASICS shoe bearing the famous Stripe Design mark:

DEFENDANTS' SHOE	ASICS' SHOE
	

34. Upon information and belief, Defendants have engaged in intentional infringement by designing shoes that include a stripe design that is confusingly similar to ASICS' famous Stripe Design.

35. Defendants' sale of their infringing footwear is likely to cause confusion, mistake and deception among purchasers such that purchasers of the infringing shoes are likely to be confused as to the existence of an association, connection or relationship between ASICS and the Defendants.

36. Upon information and belief, Defendants have acted willfully, in bad

1 faith and with the intent to confuse and mislead the public and unfairly trade on
2 the substantial and valuable goodwill encompassed in ASICS' Stripe Design mark
3 to capitalize on ASICS' highly respected reputation as a high-quality footwear
4 company.

5 37. Further, upon information and belief, Defendants have manufactured,
6 imported, distributed, sold and/or continue to sell shoes that are colorable
7 imitations of ASICS' athletic shoes bearing the Stripe Design.

8 38. ASICS is in need of injunctive relief to bring an end to the
9 irreparable harm caused by the sale of the Defendants' shoes that infringe on
10 ASICS' famous Stripe Design mark. Without an injunction, Defendants will
11 undoubtedly continue to sell the infringing shoes and cause additional confusion
12 in the marketplace and further dilute the distinctiveness of ASICS' Stripe Design
13 mark.

14 **FIRST CLAIM FOR RELIEF**

15 **FEDERAL TRADEMARK INFRINGEMENT**

16 39. ASICS repeats and realleges each and every allegation contained in
17 paragraphs 1-38 of the complaint as though fully set forth herein.

18 40. By the acts and omissions set forth above, Defendants have infringed
19 and continue to infringe ASICS' rights regarding ASICS' federal trademark
20 registrations, in violation of Section 32 of the Lanham Act, 15 U.S.C. § 1114.
21 Defendants' conduct is likely to cause confusion, mistake and deception among
22 the general purchasing public, and interfere with ASICS' ability to use its mark to
23 indicate a single quality controlled source of goods and services.

24 41. ASICS has suffered, is suffering, and will continue to suffer
25 irreparable injury for which ASICS has no adequate remedy at law. ASICS is
26 therefore entitled to a permanent injunction against further infringing conduct by
27 Defendants.

28 42. Defendants have profited and are profiting from such infringement,

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1 and ASICS has been and is being damaged by such infringement. ASICS is
2 therefore entitled to recover damages from Defendants in an amount to be proved
3 at trial as a consequence of Defendants' infringing activities.

4 43. Defendants' aforesaid infringing conduct has been willful, wanton
5 and malicious and done with an intent to deceive. ASICS is therefore entitled to
6 an award of its reasonable attorneys' fees and costs, and treble its actual damages,
7 pursuant to 15 U.S.C. § 1117(a). ASICS is also entitled to, among other things,
8 the cost of corrective advertising.

9 **SECOND CLAIM FOR RELIEF**

10 **FEDERAL UNFAIR COMPETITION**

11 44. ASICS repeats and realleges each and every allegation contained in
12 paragraphs 1-43 of the complaint as though fully set forth herein.

13 45. Defendants' acts as alleged herein also constitute false designation of
14 origin, unfair competition and false advertising in violation of Lanham Act §
15 43(a), 15 U.S.C. § 1125(a).

16 46. ASICS is informed and believes, and based thereon alleges, that
17 Defendants will continue to violate ASICS' trademark rights unless enjoined from
18 doing so. ASICS has been and continues to be irreparably injured as a result of
19 Defendants' infringement, and has no adequate remedy at law. ASICS is
20 therefore entitled to a permanent injunction against further infringing conduct by
21 Defendants.

22 47. Defendants have profited and are profiting from such infringement,
23 and ASICS has been and is being damaged by such infringement. ASICS is
24 therefore entitled to recover damages from Defendants in an amount to be proved
25 at trial as a consequence of Defendants' infringing activities.

26 48. Defendants' aforesaid wrongful conduct has been willful, wanton and
27 malicious and done with an intent to deceive. ASICS is therefore entitled to an
28 award of its reasonable attorneys' fees and costs, and treble its actual damages,

1 pursuant to 15 U.S.C. § 1117(a). ASICS is also entitled to, among other things,
2 the cost of corrective advertising.

3 THIRD CLAIM FOR RELIEF

4 **FEDERAL TRADEMARK DILUTION**

5 49. ASICS repeats and realleges each and every allegation contained in
6 paragraphs 1-48 of the complaint as though fully set forth herein.

7 50. As a result of ASICS' long-term, continuous, and extensive use and
8 promotion of the Stripe Design mark for over forty years, the Stripe Design is, and
9 was prior to Defendants' misconduct alleged herein, distinctive and famous in
10 California, the United States and worldwide, enjoying substantial recognition,
11 goodwill, and association with ASICS. The public distinguishes ASICS' goods
12 from those of others on the basis of the Stripe Design mark. The Stripe Design
13 mark has gained strong public recognition and is eligible for protection against
14 dilution pursuant to 15 U.S.C. § 1125(c).

15 51. Defendants' use of the Stripe Design mark as alleged herein is likely
16 to dilute the strength and value of the Stripe Design mark, and Defendants'
17 conduct has eroded and will continue to erode the extent to which the Stripe
18 Design mark is associated with ASICS, all to the commercial detriment of ASICS.

19 52. Defendants' use of the Stripe Design mark in the unfair and wrongful
20 manner alleged herein is likely to tarnish and/or otherwise degrade the value of
21 the Stripe Design mark, to the commercial detriment of ASICS.

22 53. Defendants' dilution of the distinctive quality of the Stripe Design
23 mark has caused, and if not enjoined will continue to cause, irreparable harm to
24 ASICS. ASICS therefore is entitled to injunctive relief.

25 54. Defendants' aforesaid wrongful conduct has been willful, wanton and
26 malicious and done with intent. ASICS is therefore entitled to an award of its
27 reasonable attorneys' fees and costs, and treble its actual damages, pursuant to
28 Section 35(a) of the Lanham Act, 15 U.S.C. § 1125(c) and 15 U.S.C. § 1117(a).

1 ASICS is also entitled to, among other things, the cost of corrective advertising.

2 **FOURTH CLAIM FOR RELIEF**

3 **TRADEMARK INFRINGEMENT UNDER STATE LAW**

4 **[CALIFORNIA BUS. & PROF. CODE § 14320]**

5 55. ASICS repeats and realleges each and every allegation contained in
6 paragraphs 1-54 of the complaint as though fully set forth herein.

7 56. By the acts and omissions set forth above, Defendants have infringed
8 and continue to infringe ASICS' rights regarding ASICS' federal trademark
9 registrations, in violation of California Business and Professions Code §§ 14320
10 and 14330. Defendants' conduct is likely to cause confusion, mistake and
11 deception among the general purchasing public, and interfere with ASICS' ability
12 to use its mark to indicate a single quality control source of goods and services.

13 57. ASICS has suffered, is suffering, and will continue to suffer
14 irreparable injury for which ASICS has no adequate remedy at law. ASICS is
15 therefore entitled to a permanent injunction against further infringing conduct by
16 Defendants.

17 **FIFTH CLAIM FOR RELIEF**

18 **TRADEMARK INFRINGEMENT UNDER STATE LAW**

19 **[CALIFORNIA COMMON LAW]**

20 58. ASICS repeats and realleges each and every allegation contained in
21 paragraphs 1-57 of the complaint as though fully set forth herein.

22 59. Defendants have, without authorization from ASICS, used the Stripe
23 Design mark or marks similar to ASICS' Stripe Design to advertise, distribute,
24 sell and offer to sell shoes.

25 60. Defendants' acts as alleged herein are likely to cause confusion,
26 mistake, and deception to consumers as to the affiliation, connection, or
27 association of Defendants with ASICS, and as to origin, sponsorship, or approval
28 of Defendants' goods by ASICS.

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1 61. Defendants' unauthorized acts constitute direct infringement of
2 ASICS' federal trademarks in violation of California common law.

3 62. On information and belief, Defendants' conduct is intentional,
4 malicious, and wanton in that Defendants infringed and continue to infringe
5 ASICS' federal trademarks (i) with full knowledge that ASICS owns and has the
6 exclusive right to use its federal trademarks, (ii) with the intention of causing a
7 likelihood of confusion and mistake and to deceive, and (iii) with the intention of
8 eliminating competition from ASICS.

9 63. ASICS has suffered, is suffering, and will continue to suffer
10 irreparable injury for which ASICS has no adequate remedy at law. ASICS is
11 therefore entitled to a permanent injunction against further infringing conduct by
12 Defendants.

13 **SIXTH CLAIM FOR RELIEF**

14 **TRADEMARK DILUTION UNDER STATE LAW**

15 **[CALIFORNIA BUS. & PROF. CODE § 14330]**

16 64. ASICS repeats and realleges each and every allegation contained in
17 paragraphs 1-63 of the complaint as though fully set forth herein.

18 65. Defendants' acts as alleged herein are likely to cause injury to
19 ASICS' business and reputation and dilute the distinctive quality of the Stripe
20 Design mark. Defendants knew and intended these acts to dilute the Stripe Design
21 mark, and to injure ASICS' business and reputation. Defendants' acts constitute
22 trademark dilution under California Business and Professions Code §§ 14330 and
23 14335, and California common law.

24 66. Absent injunctive relief, ASICS has no means by which to control
25 Defendants' dilution of ASICS' mark. ASICS is therefore entitled to injunctive
26 relief prohibiting Defendants from continuing such acts of dilution and unfair
27 competition.
28

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SEVENTH CLAIM FOR RELIEF

FALSE ADVERTISING UNDER STATE LAW

[CALIFORNIA BUS. & PROF. CODE §§ 17500, 17535]

67. ASICS repeats and realleges each and every allegation contained in paragraphs 1-66 of the complaint as though fully set forth herein.

68. Defendants' acts as alleged herein constitute the use of deceptive, untrue and misleading advertising, of which Defendants knew or should have known, thereby impairing ASICS' goodwill and otherwise adversely affecting ASICS' business and reputation. These acts constitute false advertising under California Business and Professions Code §§ 17500 and 17535, and California common law.

69. Money damages will not adequately remedy ASICS' injuries. ASICS is therefore entitled to injunctive relief prohibiting Defendants from continuing such acts of false and misleading advertising.

70. ASICS is also entitled to damages, Defendants' profits, and other damages according to proof at trial, including costs and attorneys' fees.

EIGHTH CLAIM FOR RELIEF

UNFAIR COMPETITION UNDER STATE LAW

[CALIFORNIA BUS. & PROF. CODE §17200 and §17203]

71. ASICS repeats and realleges each and every allegation contained in paragraphs 1-70 of the complaint as though fully set forth herein.

72. The Stripe Design mark is wholly associated with ASICS due to its extensive use therefore, and as such, ASICS is deserving of having its mark adequately protected with respect to the conduct of its business.

73. Defendants' wrongful conduct as alleged herein constitutes unfair competition and unfair business practices.

74. Based on the wrongful, unlawful, fraudulent and unfair acts described herein, Defendants are in violation of California Business and

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1 Professions Code Sections 17200 and 17203.

2 75. ASICS has suffered, is suffering, and will continue to suffer
3 irreparable harm and injury for which ASICS has no adequate remedy at law.
4 ASICS is therefore entitled to a permanent injunction against further unfair
5 conduct by Defendants.

6 76. Defendants have profited, and are profiting, from such unfair
7 conduct.

8 77. ASICS is therefore entitled to recover restitution in the form of
9 Defendants' profits, in an amount to be proved at trial, as a consequence of
10 Defendants' wrongful activities.

11 **PRAYER FOR RELIEF**

12 WHEREFORE, ASICS prays for judgment that:

13 1. Defendants and their officers, agents, servants, distributors, affiliates,
14 employees, attorneys and representatives, and all those in privity or acting in
15 concert with Defendants or on their behalf, be preliminarily and permanently
16 enjoined and restrained from, directly or indirectly:

- 17 (a) Using the ASICS Stripe Design mark, any other ASICS mark, or any
18 other mark similar thereto, alone or in combination with other words,
19 names, styles, titles, designs or marks in connection with the
20 manufacture, distribution, sale, advertising, marketing and promotion
21 of any footwear, apparel or accessories;
- 22 (b) Using in any other way any other mark or designation so similar to
23 ASICS' trademark as to be likely to cause confusion, mistake or
24 deception;
- 25 (c) Falsely designating the origin, sponsorship, or affiliation of the
26 Defendants' products;
- 27 (d) Otherwise competing unfairly with ASICS in any manner;
- 28 (e) Using any words, names, styles, designs, titles or marks that create a

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1 likelihood of injury to the business reputation of ASICS or a
2 likelihood of dilution of ASICS' Stripe Design mark and the
3 goodwill associated therewith;

4 (f) Using any trade practices whatsoever, including those complained of
5 herein, which tend to unfairly compete with or injure ASICS'
6 business and goodwill pertaining thereto; and

7 (g) Continuing to perform in any manner whatsoever any of the acts
8 complained of in this complaint.

9 2. That Defendants be ordered to pay to ASICS the compensatory
10 damages sustained by ASICS in consequence of the unlawful acts alleged herein,
11 and that such damages be trebled pursuant to 15 U.S.C. § 1117 because of the
12 willful and unlawful acts as alleged herein.

13 3. That Defendants be ordered to pay ASICS punitive damages as a
14 consequence of the willful and wonton acts alleged herein.

15 4. That Defendants be required to account for and pay over to ASICS
16 all gains, profits and advantages derived by them from the unlawful activities
17 alleged herein, and/or as a result of unjust enrichment.

18 5. That Defendants be required to deliver up for destruction all
19 products, including, but not limited to, all footwear, stationery, signs,
20 advertisements, shopping bags, packaging, brochures, promotional materials,
21 labels, stickers and any other written materials that bear the aforesaid infringing
22 stripe design, together with all plates, molds, matrices and other means and
23 materials for making or reproducing the same.

24 6. That Defendants be required to pay to ASICS all of their litigation
25 expenses, including, but not limited to, reasonable attorney's fees and the costs of
26 this action.

27 7. That Defendants pay ASICS' costs of corrective advertising.

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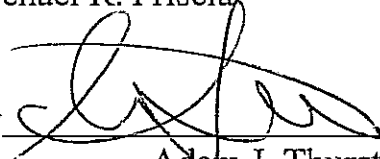
1 8. That ASICS be awarded such other and further relief as the Court
2 may deem just and proper.

3 Dated: September 29, 2008

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Adam J. Thurston

McCARTER & ENGLISH LLP
Michael R. Friscia

6
7
8 By



Adam J. Thurston

9
10 Attorneys for Plaintiffs, ASICS CORPORATION
and ASICS AMERICA CORPORATION

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DEMAND FOR JURY TRIAL

ASICS hereby affirms its demand for a trial by jury as provided by Rule 38(a) of the Federal Rules of Civil Procedure and by the Local Rules of this Court.

Dated: September 29, 2008 **EISENBERG RAIZMAN THURSTON & WONG LLP**
Adam J. Thurston

McCARTER & ENGLISH LLP
Michael R. Friscia

By  _____
Adam J. Thurston

Attorneys for Plaintiffs, ASICS CORPORATION
and ASICS AMERICA CORPORATION

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