

ESTTA Tracking number: **ESTTA841255**

Filing date: **08/23/2017**

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

Petition for Cancellation

Notice is hereby given that the following party has filed a petition to cancel the registration indicated below.

Petitioner Information

Name	Ing Khachatur Mkrtchyan		
Entity	Individual	Citizenship	RUSSIAN FEDERATION
Address	Jedova 189 Neratovice, 27711 CZECH REPUBLIC		

Correspondence information	Khachatur Mkrtchyan Jedova 189 Neratovice, CZ 27711 CZECH REPUBLIC Email: diacomtechnology@gmail.com Phone: 0042077779978
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Registration Subject to Cancellation

Registration No.	5011919	Registration date	08/02/2016
Registrant	Biostar Technology International LLC Suite B 4443 W Sunset Blvd Los Angeles, CA 90027 UNITED STATES		

Goods/Services Subject to Cancellation

Class 009. First Use: 2005/01/06 First Use In Commerce: 2005/01/06
All goods and services in the class are subject to cancellation, namely: Computer software and hardware for use in measuring the frequency of energy emitted by the human body

Grounds for Cancellation

Priority and likelihood of confusion	Trademark Act Sections 14(1) and 2(d)
Registrant not rightful owner of mark for identified goods or services	Trademark Act Sections 14(1) and 1
The registration is being used by, or with the permission of, the registrant so as to misrepresent the source of the goods or services on or in connection with which the mark is used	Trademark Act Section 14(3)
Fraud on the USPTO	Trademark Act Section 14(3); In re Bose Corp., 580 F.3d 1240, 91 USPQ2d 1938 (Fed. Cir. 2009)

Mark Cited by Petitioner as Basis for Cancellation

U.S. Application No.	79196312	Application Date	07/04/2016
Registration Date	NONE	Foreign Priority Date	NONE
Word Mark	DIACOM		
Design Mark			
Description of Mark	The mark consists of the word "DIACOM" in capital letters that have spider web design inside them with a globe of the planet earth with lines around it to the right hand side with the an oval with the word "DIACOM".		
Goods/Services	Class 009. First use: First Use: 0 First Use In Commerce: 0 Measuring devices for range measuring feeble current electromagnetic fields Class 010. First use: First Use: 0 First Use In Commerce: 0 Radiological apparatus for medical purposes, radiotherapy apparatus		
Attachments	79196312#TMSN.png(bytes) Petition.pdf(3411336 bytes)		
Signature	/Khachatur Mkrtchyan/		
Name	Khachatur Mkrtchyan		
Date	08/23/2017		

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

In the matter of trademark “DIACOM USA” Registration No 5,011,919 Aug. 02, 2016

Ing. Khachatur Mkrtchyan, Petitioner,

v.

Biostar Technology International LLC, Registrant

PETITION FOR CANCELLATION

Ing. Khachatur Mkrtchyan - Diacom Technology (“Petitioner”), a Czech entrepreneur with a principal place of business at Jedová 189, CZ-277 11, Neratovice, Czech Republic, believes that he is damaged by U.S. Registration No. 5,011,919 for the designations “DIACOM USA”, which registration is owned by Biostar Technology International LLC, (“Registrant”) a U.S.A. corporation with a principal place of business Suite B, 4443 W Sunset Blvd, Los Angeles, California, U.S.A. 90027.

The above-identified petitioner believes that he is damaged by the above-identified registration, and hereby petitions to cancel the same.

The grounds for cancellation are as follows:

1. Petitioner seeks for cancellation of the United States Registration No. 5,011,919 on the ground of priority and likelihood of confusion under the Trademark Act Sections 14(1) and 2(d).
2. Petitioner seeks for cancellation of the United States Registration No. 5,011,919 on the ground of cause, that the Registrant is not rightful owner of mark for identified goods or services under the Trademark Act Sections 14(1) and 1.

3. Petitioner seeks for cancellation of the United States Registration No. 5,011,919 on the ground of cause that the registration is being used by the registrant so as to misrepresent the source of the goods or services on or in connection with which the mark is used under the Trademark Act Section 14(3).

4. Petitioner seeks for cancellation of the United States Registration No. 5,011,919 on the ground of the fraud on the USPTO under the Trademark Act Section 14(3); *In re Bose Corp.*, 580 F.3d 1240, 91 USPQ2d 1938 (Fed. Cir. 2009).

THE HISTORY OF THE “DIACOM” BRAND CREATION BY PETITIONER

5. Petitioner created the designation “DIACOM” in 2006 and named his Russian legal entity with this name in Cyrillic alphabet transliteration “ДИАКОМ”. The screenshot from the Federal Tax Service of Russia official website <https://egrul.nalog.ru/> with the translation into English is attached hereto as **Exhibit 1** as the evidence of this fact.

6. The design of the “DIACOM” logotype consists of the word DIACOM in capital letters with a globe of the planet Earth with lines around it to the right hand side with an oval with the wording, created by Petitioner’s employee Dmitri. The screenshot of the e-mail from Dmitri with “DIACOM” globe dated 19 July, 2007 is attached hereto as **Exhibit 2** as the evidence of this fact.

7. Since at least as early as July 2007, Petitioner has made use of his “DIACOM” mark in commerce.

8. Petitioner uses the “DIACOM” designation for electric measuring devices, radiological apparatus for medical purposes and radiotherapy apparatus: micro-frequency generators, plasma generators, generators of colloidal silver and combined devices, and sale, marketing and servicing of these goods.

9. Petitioner has received 28 February, 2008 in Russia the official Certificate of compliance with State Standards, which confirms that the above-mentioned product fulfils the essential safety requirements. The copy of this Certificate is attached hereto as **Exhibit 3** as the evidence of this fact.

10. Petitioner has received 12 May, 2008 in Czech Republic the Certificate, which confirms that the above-mentioned product fulfils the essential safety requirements of Directive 2006/95/EC. The copy of this Certificate is attached hereto as **Exhibit 4** as the evidence of this fact.

11. Petitioner has expended considerable sums in exerting every effort to maintain the highest quality standard of produced devices and has created valuable goodwill among the purchasing public all around the world under the “DIACOM” mark.

12. As a result of the continuous and extensive use of the “DIACOM” mark by Petitioner, this mark has become and continues to function as valuable business and marketing asset of Petitioner, and serves to indicate the devices originating from the Petitioner and its authorized representative.

13. Petitioner has registered himself as an entrepreneur Khachatur Mkrtchyan with the commerce designation “Diacom Technology” in Czech Republic in April 17, 2009, registration number 28765737. The screenshot from the Justice of Czech Republic official website <https://or.justice.cz> with the translation to English is attached hereto as **Exhibit 5** as the evidence of this fact.

14. Petitioner has filed the trademark application №494975 “DIACOM TECHNOLOGY” to the Czech Republic Patent Office in April 5, 2012 (the priority date) and this trademark has been registered under №328076 for the electric measuring devices (class 9 of goods and services) and radio waves generator for the medical purposes (class 10 of goods and services). The screenshot from the Czech Republic Patent Office official website <https://isdv.upv.cz> with the translation to English is attached hereto as **Exhibit 6** as the evidence of this fact.

15. Petitioner has filed the trademark application №503113 “DIACOM MEDITRONIC” to the Czech Republic Patent Office in April 4, 2014 (the priority date) and this trademark has been registered under №33473 or the electric measuring devices (class 9 of goods and services) and radio waves generator for the medical purposes (class 10 of goods and services). The screenshot from the Czech Republic Patent Office official website <https://isdv.upv.cz> with the translation to English is attached hereto as **Exhibit 7** as the evidence of this fact.

16. Petitioner has filed the trademark application №349218 “DIACOM” to the Czech Republic Patent Office in April 25, 2015 (the priority date) and this trademark has been registered under №522575 for the electric measuring devices (class 9 of goods and services) and radiological apparatus for medical purposes, radiotherapy apparatus (class 10 of goods and services). The screenshot from the Czech Republic

Patent Office official website <https://isdv.upv.cz> with the translation to English is attached hereto as **Exhibit 8** as the evidence of this fact.

17. The Petitioner's trademark application №522575 "DIACOM" filed to the Czech Republic Patent Office in May 25, 2015 (the priority date) has been applied as an international trademark application №1319213 for the electric measuring devices (class 9 of goods and services) and radiological apparatus for medical purposes, radiotherapy apparatus (class 10 of goods and services) under the Madrid protocol in some countries, including the U.S.A. The screenshot from WIPO trademark database official website <http://www.wipo.int/branddb/en/> is attached hereto as **Exhibit 9** as the evidence of this fact.

18. "Every international registration shall enjoy the right of priority provided for by Article 4 of the Paris Convention for the Protection of Industrial Property, without it being necessary to comply with the formalities prescribed in Section D of that Article". *The Article №4 (2) of the Protocol Relating to the Madrid Agreement Concerning the International Registration of Marks (as amended on November 12, 2007)*.

19. "Any filing that is equivalent to a regular national filing under the domestic legislation of any country of the Union or under bilateral or multilateral treaties concluded between countries of the Union shall be recognized as giving rise to the right of priority". *The Article 4A (2) of the Paris Convention for the Protection of Industrial Property (as amended on September 28, 1979)*.

20. On the basis of the above-mentioned legal rules, the priority date of Petitioner's "DIACOM" trademark is May 25, 2015 (the date of filing basic Czech application №522575 by Petitioner).

THE REGISTRANT'S FRAUD

21. Petitioner and Registrant have met each other and Registrant has started to sell "DIACOM" products, manufactured by Petitioner, approximately in December, 2011 – January, 2012. That time Registrant was a representative of the Petitioner's distributor in the U.S.A. The screenshot of the e-mail from Registrant to Petitioner, where Registrant mentions that fact, is attached hereto as **Exhibit 10** as the evidence of this fact.

22. The first business contact between Petitioner and Registrant has happened in November 8, 2013. Registrant asks Petitioner to place the advertising banner of “DIACOM” products, which were manufactured by Petitioner, on Petitioner’s “DIACOM” website, so that Petitioner’s distributor in the U.S.A. could sell these products in Los Angeles. It is important to notice that Registrant wasn’t a distributor himself that time. Also, Registrant asks the Petitioner to title him as “DIACOM-LA” on this advertising banner. The screenshot of the e-mail from Registrant to Petitioner with advertising banner is attached hereto as **Exhibit 11** as the evidence of this fact.

23. In January 9, 2014 Petitioner and Registrant has signed distribution contract “Contract number 14361 about providing the right to present product in the market countries USA, Canada, Mexico, South Korea”. Under this contract Registrant got the right to sell Petitioner’s products and pledged not to sale similar products of other manufacturers. The copy of this contract between Registrant and Petitioner is attached hereto as **Exhibit 12** as the evidence of this fact.

24. Registrant repeatedly violates the terms of the above-mentioned contract. After the serious violation of the exclusive partnership terms (one of the Registrant’s obligations according to the above-mentioned contract) by Registrant, Petitioner demanded official writing apologize to the Petitioner and Petitioner’s Distributors. The copy of this official apologize with the sign of Registrant is attached hereto as **Exhibit 13** as the evidence of this fact.

25. Notwithstanding the official apologize, Registrant has continued a flagrant violation of the above-mentioned contract’s terms. This was the reason why Petitioner had to terminate the contract with Registrant in May 2, 2015.

26. After the termination of the contract between Petitioner and Registrant, Registrant started unfair competition against Petitioner.

27. Registrant represented by Ulysses Angulo (Sheretov), the President of Registrant’s company, has registered website <http://www.diacom-3d-nls.com/> . The screenshot from the <https://who.is/whois/diacom-3d-nls.com> website with Ulysses Angulo’s indication as a website registrant is attached hereto as **Exhibit 14** as the evidence of this fact.

28. On his website <http://www.diacom-3d-nls.com/> Registrant has posted false information, which defamed Petitioner and damaged Petitioner's business. For example, Registrant posted that Petitioner discontinued manufacturing of "DIACOM" devices. The screenshot from the <http://www.diacom-3d-nls.com/> website with the false statement is attached hereto as **Exhibit 15** as the evidence of this fact.

29. Moreover, a lot of Petitioner's clients and distributors have received e-mails from Registrant with the false information about the Petitioner's products and offer to buy the Registrant's products. The screenshot of this e-mail is attached hereto as **Exhibit 16** as the evidence of this fact.

30. Registrant started to buy similar Chinese products, label them with Petitioner's "DIACOM" mark and sell them. The screenshot from the <http://www.diacom-3d-nls.com/> website is attached hereto as **Exhibit 17** as the evidence of this fact.

31. Notwithstanding the Registrant's goods specification as "Computer software and hardware for use in measuring the frequency of energy emitted by the human body" for the trademark Registration №5,011,919, Registrant actually uses this trademark for "electric measuring devices" and "radiotherapy apparatus" goods and doesn't use it for the applied "computer hardware and software" goods. Registrant's products are physical independent devices, which function without a computer. The screenshot from the <http://www.diacom-3d-nls.com/> website is attached hereto as Exhibit 17 as the evidence of this fact. Also, the "Plasma generator" device, specified in the trademark application №86830759 by Registrant as a specimen, actually is radiotherapy apparatus, but not computer hardware.

32. Registrant continues his illegal actions now. For example, Registrant sells the same products under the Petitioner's mark "DIACOM", but Registrant's devices don't successfully pass the FDA certification for the medical devices in contrast to original certificated "DIACOM" devices, produced by Petitioner. Use of the Registrant's medical devices, which hasn't been checked by the FDA, can lead to unpredictable harm for the consumers. The screenshot from the <http://www.diacom-3d-nls.com/> website with the marketing offer is attached hereto as **Exhibit 18** as the evidence of this fact.

33. The above-mentioned Registrant's illegal and unfair competition forced Petitioner to submit the statement in the Police of Czech Republic with the prosecution of Registrant for the trademark and competition fraud. Statement №KRPA-267790/TČ -2016-001493 was filed by Petitioner in July 13, 2016.

34. In the consequence to above-mentioned facts, it's obvious that the information about the date of the first use of the "DIACOM" mark by Registrant, specified as January 6, 2005 in the trademark application № 86830759 by Registrant, is false.

GROUND FOR CANCELLATION

35. As mentioned and proved above, Petitioner is the rightful creator and the owner of the "DIACOM" designation for the electric measuring devices (international class №009) and radiological apparatus for medical purposes, radiotherapy apparatus (international class №010).

36. Notwithstanding to the specified goods in the Registrant's U.S.A. trademark №5,011,919 "Computer software and hardware for use in measuring the frequency of energy emitted by the human body" (international class 009), Registrant actually uses this trademark for the same goods as Petitioner does — electric measuring devices and radiological and radiotherapy apparatus. The screenshot from the Registrant's <http://www.diacom-3d-nls.com/> website with the products offer is attached hereto as **Exhibit 19** as the evidence of this fact.

37. Therefore, Petitioner and Registrant use the "DIACOM" designation for the same goods — electric measuring devices (international class №009) and radiological apparatus for medical purposes, radiotherapy apparatus (international class №010).

38. The priority date of Petitioner's "DIACOM" trademark in the U.S.A. is May 25, 2015 (the date of filing basic Czech application №522575 by Petitioner), according to p.16-18 of this Petition.

39. The priority date of Registrant's "DIACOM" trademark Registration №5,011,919 is November 24, 2015.

40. Because of Petitioner's earlier priority date for the "DIACOM" trademark, because of use by Petitioner and Registrant "DIACOM" trademark for the same goods, Registrant's trademark Registration

№5,011,919 should be cancelled on the ground of priority and likelihood of confusion, under the Trademark Act Sections 14(1) and 2(d).

41. As far as Petitioner is the “DIACOM” brand creator and the “DIACOM” products manufacturer, and Registrant actually is Petitioner’s ex-distributor, who has started the illegal and unfair competition after the termination of the contract between Petitioner and Registrant, Registrant’s trademark Registration №5,011,919 should be cancelled on the ground of cause, that the Registrant is not rightful owner of mark for identified goods or services under the Trademark Act Sections 14(1) and 1.

42. Because of Registrant’s unfair competition and Registrant’s actions directed to mislead consumers about the real manufacturer of the product, trademark Registration №5,011,919 should be cancelled on the ground of cause, that the registration is being used by the registrant so as to misrepresent the source of the goods or services on or in connection with which the mark is used under the Trademark Act Section 14(3).

43. As mentioned and proved in the p.31, Registrant’s don’t use the trademark Registration №5,011,919 for the applied goods. Consequently Registrant has made the false statement in his application about “now in use” filing basis (section 1 (a)) for the applied goods. It is fraud on the USPTO. *First International Services Corp. v. Chuckles Inc. 5 USPQ2d 1628 (TTAB 1988)*. Registrant’s trademark Registration №5,011,919 should be cancelled on the ground of fraud on USPTO under Trademark Act Section 14(3); *In re Bose Corp., 580 F.3d 1240, 91 USPQ2d 1938 (Fed. Cir. 2009)*.

CONCLUSION

44. The story of partnership between Registrant and Petitioner is a story of Registrant’s lie, contract violation, unfair competition and illegal action of the Biostar Technology International LLC and Ulysses Angulo (Sheretov), the President of this company, in particular.

45. Accordingly, if Registrant’s registration is not cancelled, Petitioner will continue suffering from irreparable harm and damage.

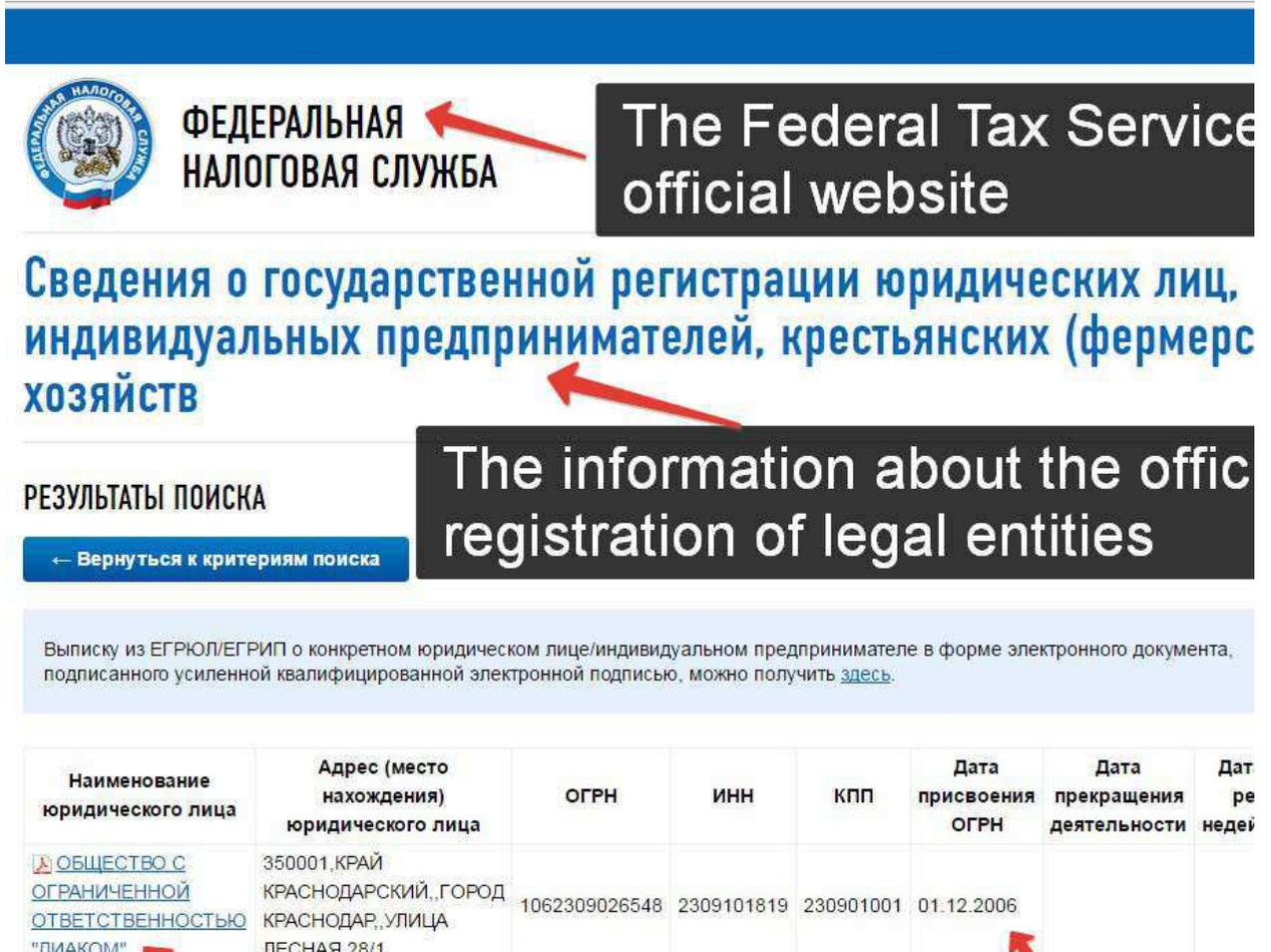
46. On the foregoing basis, Petitioner believes he has been damaged and will continue to be damaged by the existence of the United States Trademark Registration No. 5,011,919.

Wherefore, Petitioner's prays for cancellation of the United States trademark Registration No. 5,011,919.

Dated: August 23, 2017



Exhibit 1



 ФЕДЕРАЛЬНАЯ НАЛОГОВАЯ СЛУЖБА

The Federal Tax Service official website

Сведения о государственной регистрации юридических лиц, индивидуальных предпринимателей, крестьянских (фермерских) хозяйств

РЕЗУЛЬТАТЫ ПОИСКА

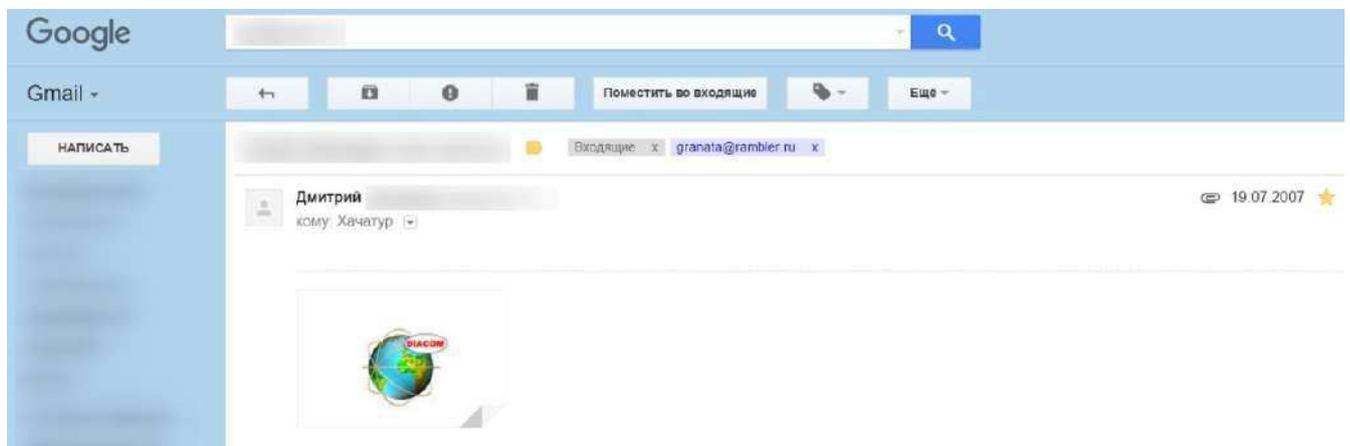
← Вернуться к критериям поиска

The information about the official registration of legal entities

Выписку из ЕГРЮЛ/ЕГРИП о конкретном юридическом лице/индивидуальном предпринимателе в форме электронного документа, подписанного усиленной квалифицированной электронной подписью, можно получить [здесь](#).

Наименование юридического лица	Адрес (место нахождения) юридического лица	ОГРН	ИНН	КПП	Дата присвоения ОГРН	Дата прекращения деятельности	Дата ре...
ОБЩЕСТВО С ОГРАНИЧЕННОЙ ОТВЕТСТВЕННОСТЬЮ "ЛИАКОМ"	350001, КРАЙ КРАСНОДАРСКИЙ, ГОРОД КРАСНОДАР, УЛИЦА ЛЕСНАЯ 28/1	1062309026548	2309101819	230901001	01.12.2006		

Exhibit 2



Google

Gmail

НАПИСАТЬ

Входящие x granata@rambler.ru x

Дмитрий кому: Хачатур

19.07.2007



Exhibit 3

The Russian system of the official certification

The Certificate of compliance

Date of issue February 28, 2008

The manufacturer is the "Diacom"

The Certificate has issued to the "Diacom"

СИСТЕМА СЕРТИФИКАЦИИ ГОСТ Р
РОССТАНДАРТ РОССИИ

СЕРТИФИКАТ СООТВЕТСТВИЯ

РОСС RU.АЯ24.Н28952

Срок действия с 28.02.2008 по 27.02.2009

ОРГАН ПО СЕРТИФИКАЦИИ ПРОДУКЦИИ И УСЛУГ ЗАКРЫТОГО АКЦИОНЕРНОГО ОБЩЕСТВА "КУБАНСКИЙ ЦЕНТР СЕРТИФИКАЦИИ И ЭКСПЕРТИЗЫ" КУБАНСКИЙ ЦЕНТР СЕРТИФИКАЦИИ И ЭКСПЕРТИЗЫ
РОСС RU.0001.10АЯ24
350000 г. Краснодар, ул. Красная, 124, тел. 255-03-20, т. факс 259-55-06

ПРОДУКЦИЯ УСТРОЙСТВА ИНФОРМАЦИОННО-ИЗМЕРИТЕЛЬНЫЕ типа "DIACOM", ТУ 4217-001-97750475-2008
Серийный выпуск

СООТВЕТСТВУЕТ ТРЕБОВАНИЯМ НОРМАТИВНЫХ ДОКУМЕНТОВ ГОСТ Р 51350-99

ИЗГОТОВИТЕЛЬ ОБЩЕСТВО С ОГРАНИЧЕННОЙ ОТВЕТСТВЕННОСТЬЮ "ДИАСОМ"
ИНН 2309101819
350001 Россия, г. Краснодар, ул. Лесная, 28/1

СЕРТИФИКАТ ВЫДАН ОБЩЕСТВУ С ОГРАНИЧЕННОЙ ОТВЕТСТВЕННОСТЬЮ "ДИАСОМ"
350001 Россия, г. Краснодар, ул. Лесная, 28/1, т. 277-07-50

НА ОСНОВАНИИ протокола испытаний № 35/13-Б-2008 от 28.02.2008 испытательного центра ФГУ "Краснодарский ЦСМ" РОСС RU.0001.21АЯ35

Exhibit 4



Strojirenský zkušební ústav, s. p., Brno, Česká republika
Engineering Test Institute, public enterprise, Brno, Czech Republic

CERTIFIKÁT CERTIFICATE

podle směrnice 2006/95/ES (určité meze napětí)
according to Directive 2006/95/EC (certain voltage limits)

Číslo
Number **E-31-00344-08**

Držitel certifikátu Owner of certificate	Iurie Troian 544 75 Mostek 45 Česká republika - Czech Republic
Výrobce Manufacturer	DIACOM Co., Ltd. Rusko - Russia
Výrobek Product	Informační měřicí přístroj Information Meassure Device
Typové označení Type designation	DIACOM
Podklad pro vydání certifikátu Basis of certificate	Závěrečný protokol č. 31-8361 ze dne 2008-05-12 Final Report No. 31-8361 dated 2008-05-12

Strojirenský zkušební ústav, s. p. potvrzuje, že výše uvedený výrobek splňuje základní bezpečnostní požadavky směrnice 2006/95/ES (nařízení vlády č. 17/2003 Sb.).

The Engineering Test Institute confirms that the above-mentioned product fulfils the essential safety requirements of Directive 2006/95/EC (Government Regulation No. 17/2003 Coll.).

Brno 2008-05-12




Ing. Jiří Rozsival
zástupce ředitele
Deputy Director

E-31-00344-08, strana - page 1 (1)

Strojirenský zkušební ústav, s. p., Hudecova 56b, 621 00 Brno, Česká republika

Exhibit 5

Ministerstvo spravedlnosti [CZ] | <https://or.justice.cz/ias/ui/rejstrik-firma,vysledky?subjektId=422890&typ=UPLNY>

Veřejný rejstřík a Sběrka

Úplný výpis z obchodního rejstříku

Khachatur Mkrтчhyan - Diacom Technology, A 74900 vedená u Městského soudu v Praze

[Zpět na výsledky hledání](#)

Datum zápisu: 17. dubna 2009

April 17, 2009

Spisová značka: [A 15255 vedená u Krajského soudu v Hradci Králové](#)

[A 74900 vedená u Městského soudu v Praze](#)

Obchodní firma: [Khachatur Mkrтчhyan](#)

[Khachatur Mkrтчhyan - Diacom Technology](#)

Sídlo: [Jičín - Valdické Předměstí, Husova 200, PSČ 50601](#)

[Neratovice, Jedová 189, PSČ 27711](#)

Identifikační číslo: 287 65 737

Právní forma: Fyzická osoba - podnikatel

Podnikatel: [KHACHATUR MKRTCHYAN, dař. nar. 17. března 1972](#)

Podnikatel: KHACHATUR MKRTCHYAN, dař. nar. 17. března 1972

Exhibit 6



Úřad průmyslového vlastnictví

Výsledky dotazu Rešerše OZ (ÚPV, EUIPO, WIPO)

Údaje byly získány dne 22.05.2017 17:41. Poslední aktualizace databáze:

ÚPV	EUIPO	WIPO	WIPO - v řízení	WIPO -
21.05.2017 19:00	18.05.2017 00:00	18.05.2017 00:00	17.05.2017 00:00	20.03.2014

(210)	Zdroj:	ÚPV-ČR
(540)	Číslo přihlášky:	494975
(540)	Reprodukce:	
(111)	Číslo zápisu:	328076
(511)	Třídy výrobků a služeb:	9, 10
(531)	<u>Obrazové třídy:</u> <input type="checkbox"/>	25.12.25, 26.4.22, 27.5.6, 27.5.9, 27.5.11, 29.1.4, 29.1.6
(220)	Datum podání přihlášky:	07.05.2012 CZ
(320)	Datum práva přednosti:	07.05.2012
(330)	Země priority:	CZ
(442)	Datum zveřejnění přihlášky:	18.07.2012 CZ
(151)	Datum zápisu:	24.10.2012 CZ
(730)	Přihlašovatel/vlastník:	Ina. Khachatur Mkrтчvan. Jedová 189. Neratovice. 27711. Česká republika

Exhibit 7

https://isdv.upv.cz/webapp/webapp.ozs.det?pozik=10530032&plan=cs&s_naze=&s_sezn=%20&s_majs=



Úřad průmyslového vlastnictví

Výsledky dotazu Rešerše OZ (ÚPV, EUIPO, WIPO)

Údaje byly získány dne 22.05.2017 17:52. Poslední aktualizace databází

ÚPV	EUIPO	WIPO	WIPO - v řízení
21.05.2017 19:00	18.05.2017 00:00	18.05.2017 00:00	17.05.2017 00:00

(210)	Zdroj:	ÚPV-ČR
(540)	Číslo přihlášky:	503113
(540)	Reprodukce:	



(111)	Číslo zápisu:	334763
(511)	Třídy výrobků a služeb:	9, 10
(531)	Obrazové třídy: <input type="checkbox"/>	25.12.1, 27.5.6, 27.5.9, 27.5.11, 29.1.4, 29.1.6
(220)	Datum podání přihlášky:	02.04.2013 CZ
(320)	Datum práva přednosti:	02.04.2013
(330)	Země priority:	CZ
(442)	Datum zveřejnění přihlášky:	07.08.2013 CZ

Exhibit 8

https://isdv.upv.cz/webapp/webapp.ozs.det?pozik=15575027&plan=cs&s_naze=&s_sezn=%20&s_majs=



Úřad průmyslového vlastnictví

Výsledky dotazu Rešerše OZ (ÚPV, EUIPO, WIPO)

Údaje byly získány dne 22.05.2017 17:57. Poslední aktualizace databáze:

ÚPV	EUIPO	WIPO	WIPO - v řízení	WIPO -
21.05.2017 19:00	18.05.2017 00:00	18.05.2017 00:00	17.05.2017 00:00	20.03.2017

Zdroj: **ÚPV-ČR**
(210) Číslo přihlášky: **522575**
(540) Reprodukce:



(111) Číslo zápisu: **349218**
(511) Třídy výrobků a služeb: **9, 10**
(531) [Obrazové třídy](#): 1.5.6. 25.12.1. 26.1.22. 27.5.4
(220) Datum podání přihlášky: 25.05.2015 CZ
(320) Datum práva přednosti: 25.05.2015
(330) Země priority: CZ
(442) Datum zveřejnění přihlášky: 15.07.2015 CZ

Exhibit 9

← back

6 / 24

Inter

1319213 - DIACOM

(151) Date of the registration
04.07.2016

(180) Expected expiration date of the registration/renewal
04.07.2026

(270) Language(s) of the application
English

(732) Name and address of the holder of the registration
Ing. Khachatur Mkrtychyan
Jedová 189
CZ-277 11 Neratovice (CZ)

(813) Contracting State or Contracting Organization in the territory of which the holder has his domicile
CZ

(540) Mark

DIACOM

(531) International Classification of the Figurative Elements of Marks (Vienna Classification)- VCL (7)
01.05.06; 03.13.02; 03.13.08; 27.05.04.

(511) The International Classification of Goods and Services for the Purposes of the Registration of Marks (Nice Classification) and the list of goods and s

09 Electric measuring devices.

10 Radiological apparatus for medical purposes, radiotherapy apparatus.

(821) Basic application
CZ, 25.05.2015, 522575.

(822) Basic registration

Exhibit 10

Biostar Organix (orders) <orders@biostarorganix.com> 09.04.2014

кому мне

английский > русский > Просмотреть переведенное сообщение

Всегда переводить английский

Here are problems I have experienced with the selling of the Diacom device in the USA, and this experience started in 2013. In late 2011/2012, I purchased the Diacom from Diana with the agreement that I would learn the device and the Los Angeles, Regional Distributor, she said she would refer clients in Los Angeles to me but she never did. Without

Exhibit 11

31.03.2017

Gmail - advertise



Khachatur Mkrtchyan <dia

advertise

Писем: 9

BioStar Organix <sunsetprohosting@gmail.com>
Кому: admin@forum-diacom.com

hello - how can i advertise on the diacom forum?
I'm from los angeles, usa

Khachatur Mkrtchyan <diacomtechnology@gmail.com>
Кому: BioStar Organix <sunsetprohosting@gmail.com>

Hello,
You need to send me information what you want to publish on our web site. If you have any kind of example of a picture it would also help. The price of advertisement is 50 USD per month, including discount, as being our first advertiser.

Best regards,
Khachatur Mkrtchyan
Diacom Technology

2013/11/8 BioStar Organix <sunsetprohosting@gmail.com>
hello - how can i advertise on the diacom forum?
I'm from los angeles, usa

--

31.03.2017

Gmail - advertise

<http://www.diacomsoft.com/>

Ulysses Angulo <orders@biostarorganix.com>
Кому: Khachatur Mkrtchyan <diacomtechnology@gmail.com>

ok great - what is the size of the space to advertise - and i will create the art, so you can see the ad first.
[Цитируемый текст скрыт]

Khachatur Mkrtchyan <diacomtechnology@gmail.com>
Кому: Ulysses Angulo <orders@biostarorganix.com>

hello

it doesn't matter the size - you can send in all possible sizes, and than we can easily change them

best regards
[Цитируемый текст скрыт]

Biostar Organix (orders) <orders@biostarorganix.com>
Кому: Khachatur Mkrtchyan <diacomtechnology@gmail.com>

ok - i will send you an image on monday - have a good weekend.

Biostar Organix Healthcare

4443 W Sunset Blvd
Los Angeles, CA 90027
<http://www.biostar-health.org>
(323)698-8777 | 818-974-1422 (direct)
orders@biostarorganix.com

* A Private Medical Membership Association
[Цитируемый текст скрыт]

31.03.2017

Gmail - advertise



On Nov 8, 2013, at 11:46 AM, Ulysses Angulo <sunsetprohosting@gmail.com> wrote:

ok great - what is the size of the space to advertise - and i will create the art, so you can see the ad first.

On Nov 8, 2013, at 11:29 AM, Khachatur Mkrtychyan <diacomtechnology@gmail.com> wrote:

[Цитируемый текст скрыт]

Khachatur Mkrtychyan <diacomtechnology@gmail.com>
Кому: Maria Sheretova <maria.sheretova@gmail.com>

[Цитируемый текст скрыт]

Exhibit 12

**Contract number 14361
about providing the right to present product in the
market countries USA, Canada, Mexico, South Korea**

09.01.2014

Los Angeles, CA

This agreement (hereinafter the "Contract") is made between Mkrtyan Khachatur Technology represented Khachatur Mkrtyan, who is a manufacturer of original product name «DIACOM», hereinafter "Product", referred to as "Provider" on the one hand, and Healthcare Association/dba DIACOM USA company, represented by Ulysses L Angulo "applicant" on the other hand, as follows:

I. GENERAL PROVISIONS

1. Applicant stated his intention of representing products in the territory of countries: **Mexico, South Korea** hereinafter "Region".
2. The parties hereby undertake to make every effort to organize the realization of the capabilities of the Applicant in the certain Region. Moreover the applicant guarantees Supplier products sales organization and agrees not to promote Supplier competitor similar products.
3. Supplier guarantees the right of the Applicant to realize the original product in the Region terms of the Contract.
4. The present Contract set minimum retail selling price for these devices (the "Retail Price")

• Diacom-Lite-FREQ-Utium -	8000 USD
• Diacom-SOLO-NLS -	7000 USD
• Diacom-SOLO-FREQ-PC и -Personal	1000 USD
• Diacom-SOLO-FREQ-Home -	600 USD
• Diacom-SOLO-FREQ-IONiser -	400 USD
• Diacom-Magneto-Module -	400 USD
•	

5. Contract has several levels of relationships, each of the stages provides certain conditions for Applicant and contains conditions for receiving them, they are listed below:
 - a) The stage of the Applicant receives an interested person who wishes to sell product according to the consultation with the supplier.
 - b) This stage provides Applicant the following quotation:

• Diacom-Lite-FREQ-Utium -	5500 USD
• Diacom-SOLO-NLS -	4500 USD
• Diacom-SOLO-FREQ-PC и -Personal	600 USD
• Diacom-SOLO-FREQ-Home -	550 USD
• Diacom-SOLO-FREQ-IONiser -	350 USD
• Diacom-Magneto-Modul -	350 USD

g) An applicant who carried out within 12 months from the date of formal entry in implementation in the certain Region devices totaling – 100 000 USD moves to the "Distributor").

h) Step Distributor provides the following quotation:

• Diacom-Lite-FREQ-Utium -	5000 USD
• Diacom-SOLO-NLS -	4000 USD
• Diacom-SOLO-FREQ-PC и -Personal	600 USD
• Diacom-SOLO-FREQ-Home -	400 USD
• Diacom-SOLO-FREQ-IONiser -	250 USD
• Diacom-Magneto-Modul -	250 USD

i) In contrast, from the stage of the Applicant this quotation has no time limitations.

j) If within 12 months from the date of transition to stage Distributor applicant implements 100 000 USD, then he has the right to move to stage the exclusive distributor in the Region.

k) If the Applicant until the transition to stage of the exclusive distributor other applies for this status, the applicant is deprived of the right of implementation (realization) in the Products Contract, unless Applicant makes agreements with the current exclusive distributor in the Region.

l) Step exclusive distributor provides the following quotation:

• Diacom-Lite-FREQ-Utium -	4500 USD
• Diacom-SOLO-NLS -	3500 USD
• Diacom-SOLO-FREQ-PC и -Personal	500 USD
• Diacom-SOLO-FREQ-Home -	330 USD
• Diacom-SOLO-FREQ-IONiser -	200 USD
• Diacom-Magneto-Modul -	200 USD

m) If within 12 consecutive months from the date of transition to stage the Applicant is implementing in the Region devices totaling – 100 000 USD, it remains the exclusive distributor

n) If the condition specified in Chapter «I GENERAL PROVISIONS" paragraph "5" of the Contract is not fulfilled, the applicant returns to the stage of the Distributor.

o) In the transition to the Distributor stage of candidates, other applicants have the opportunity to become the exclusive distributor in the region, which does not contradict the terms of the Contract.

p) In the case of appearance of new products, the Supplier shall inform the Applicant together to develop sales strategy and cost of new products in the Region. To do this, the Applicant must agree to the additional terms of this agreement and the protocol sent by the Supplier, in electronic form to the details of your email address and become an integral part of the Contract.

q) The applicant, by signing the contract, provides its electronic photograph in JPG format with a resolution of 300 dpi to the Supplier, name and surname which will be placed on the official contract.

- t) Terms of course within the TSP at PCC determined by PCC independently, with PCC : agreement with the Supplier that is not tied to a contract.
- u) In the event of termination, the contract between the Supplier and the JRC may otherwise will be decided by last ones.
- v) An applicant who requires training to work with the products of Supplier guarantees it amount of one thousand 1000 USD and during the transition to Stage distributors, Sup sum of cash to the bank account of the Applicant, or in the Products equivalent amount to
- w) Initial training includes a minimum knowledge needed for a quick start of sales Supplier and includes 80 hours of instruction. Training can be conducted as a full-ti absentia, by Internet applications such as Skype and remote control desktop software.
- x) In the next 6-12 months Supplier will try to provide the necessary amount of knowledg the skills of working with the product of the Applicant.
- y) If the Applicant need an interpreter, the costs of translation fully carries the Applica paid by Applicant interpreter will not be compensated by the Supplier and agreed betwe and the interpreter themselves. Training schedule agreed by the parties individually, s accepted not only the Applicant and the Supplier, but an interpreter too. When it needed.
- z) These terms are not final and can be modified or supplemented by the parties, if there more coordination, protocols signed by the parties will be an integral part of the Contract. For the implementation of the Contract, the parties will do their strength and capabilities duties, rights and responsibilities mentioned below.

II. DUTIES, RIGHTS AND RESPONSIBILITIES OF THE PARTIE

1. From the Supplier:

- a. Supplier provides the Applicant with the necessary information by means of elect necessary paper-based too, including the Internet for information and promotions and p for paper-based payment must be made by the Applicant by Supplier tariff.
- b. Supplier, upon request of the Applicant, provides original merchandise(souveni their logo and the Marks at wholesale prices determined by the Supplier for the Applicant
- c. Cost and Payment Terms of paper-based and souvenir products agreed by the par after the order of such products by the Applicant.
- d. Supplier provides the Applicant necessary information materials for the organiza and if necessary, conducts training future specialist Applicant to work in the PCC at Applicant accepts the costs of travel, accommodation, and, if necessary, translation

h. Supplier has the right to deprive the Applicant stage of exclusive distributor if w applicant does not sell products of more than 5,000 (five thousand) USD, starting fr transition to the exclusive distributor

i. Number of units sold Products by Applicant is limited amount of delivered products

j. In case of withdrawal of the Applicant Supplier stage of exclusive distributor, l stage of the Distributor, and the condition specified in Chapter «I GENERAL PROVISI "5" of the "o" comes into force.

k. Organizing deliveries of products to Applicant in the region, taking into accou according to his request, provided 30% deposit stated positions. Delivery of only specific Supplier for the implementation in the certain Region.

l. Each product has activation codes and comes in a deactivated state.

m. Providing code is only possible after the receipt of Applicant Products and for necessary volume of payment. Moreover, the products having a single activation code mu before to providing the activation code. Products that have multiple activation codes ar conditions agreed between the parties verbally, but the code "without limit" activation ap only after the full payment products.

Devices have the following number of activation codes:

Diacom-Lite-FREQ-Utium - 25 codes (24 - for each month, 1 - no limit)

Diacom-SOLO-NLS - 25 codes (24 - for each month, 1 - no limit)

Diacom-SOLO-FREQ-PC and -Personal - 1 code without limit

Diacom-SOLO-FREQ-Home - codes 0

Diacom-SOLO-FREQ-IONiser - 0 codes

Diacom-Magneto-Modul - 0 codes

n. Each product installed warranty period of 24 months duration, which starts with th of the device.

o. Supplier organizes free replacement parts and accessories Products, became unse the operation, if it does not cause mechanical damage or mishandling during the wa operation.

p. All work concerning unserviceable products are carried by the Supplier at the fact its warranty status. The cost of delivering goods to the supplier for repair work are pe independently within rules established by legislation.

q. In case of no warranty or after warranty repair work, they are paid additionally t tariff rates. Supplier, at its discretion, may reduce the amount of such payment

- c. Organize PCC the Region and implement Supplier policy regarding to informat activities.
- d. To inform Provider about all the wishes of consumers, third parties to carry out the in these wishes into the to delivering products.
- e. To translate into the language of the requested materials and software within the requi third parties, with a preliminary agreement with the Supplier of the translated mate Supplier will provide with that material.
- f. In the case of the transition to stage of exclusive distributor, ensure the necessary arra organization of the implementation in the Region of products in the required quantity of sold units is limited only by the amount of supplies.
- g. If desired, arrange representation or sub offices in the Region.
- h. Record and control of units sold, according to the serial numbers.

3. General for the parties:

The parties have all the rights guaranteed by the laws of their countries of residence well as international law and responsible under these laws.

Parties also undertake to make all efforts for the peaceful settlement of disputes and if any, will occur.

Parties are civilized partners and will make every effort to prevent the occurrence of or other negative situations in relationships within the validity of this Contract.

II. CONTRACT PRICE

1. Parties hereby declare that they will coordinate in advance about sizes, timing, m conditions of the Products delivery. All negotiations are carried out by the parties as well as using the electronic document management in the form of an e-mail to mail addresses in requisites, or by other means of contacting that will be an integ contract. Specified correspondence can be used by either party to protect its inter customers and suppliers, as well as for the full implementation of the Contract.
2. According to the results of agreement applicant sends a request to the Supplier ac standard form of the model presented in "Application 1", for the product deliver Supplier sends Applicant proforma invoice for 30% of the payment for the produ delivered, as in an integral part of the Contract.
3. Payment of Invoice indicates that the parties came to an agreement that could be

each other electronically, and its original form will be sent using the transport on the January 25th of following reporting year.

III. DURATION OF THE CONTRACT AND TERMINATION

1. Contract signed by the parties at the time of his official signature, enters in force on 20 and is valid for three years. The contract is automatically extended after the expiry of its validity period, unless one of the parties does not wish to terminate it.
2. Termination of contract is only possible if:
 - Mutual written commitment by the parties.
 - Unilaterally, for non-performance by the parties, or one of the parties of the termination does not entail financial losses by the other party
3. Statement termination of the Contract shall be sent to the other parties in electronic form at least 3 months before it expires at the current period. In this case, the termination shall be subject to mutual financial claims if the sides have no mutual financial claims.
4. Upon termination of the contract by the Applicant, products, which are available to the Supplier and the Supplier returns to the Applicant only 50% paid and advanced returned products. If the applicant wishes to pay the full cost of unpaid Products, the Supplier shall provide the remaining activation codes for these products.

V. FORCE MAJEURE

If will occur force majeure, the parties undertake don't to make mutual claims. In case of force majeure, the parties undertake to cooperate to maximize the performance of its obligations to customers or suppliers, during the period of these circumstances, the sides opposite to that which fell in such circumstances undertake to help the other side in all aspects, and the side got in such circumstances shall be entitled to payment for the provided assistance.

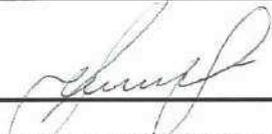
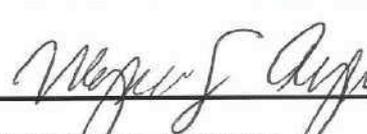
VI. CLAIMS OF THE PARTIES

In the case of a situation where one of the parties wishes to discuss certain inconformities or actions of the other party or breach of contract by the other party ("Claims"), the party who has initiated the claim according to the other side informs the essence of Claims in oral and, if necessary, in writing. The Party receiving this message, is obliged within three working period to take action adequately to reported claims, and in the case of failing to rapid elimination of disorders, the Party receiving the Complaint, need to inform about the reason and indicate possible time to fix it.

If the parties do not reach an agreement through peaceful negotiation, they may appeal to the Arbitration Court and other courts in its sole discretion, to protect their interests and rights.

In the case going to court one of the parties, the costs of proceedings, including transportation and accommodation of persons participating in the proceedings, as well as translation and overhead costs in the country of residence, where will be held the litigation parties paid in full, according to reports submitted on those costs.

VIII. REQUISITES (DETAILS) OF THE PARTIES

From Supplier		From Applicant
<p>MKRTCHYAN KHACHATUR DIACOM TECHNOLOGY</p>		<p>ULYSSES L ANGULO BIOSTAR ORGANIX HEALTH ASSOCIATION /dba DIACOM</p>
<p>Registered number: 28765737 VAT number: CZ7203171943</p> <p>Registered address: Jedova 189, Neratovice 277 11 Czech Republic</p> <p>Address for correspondence: Jedova 189, Neratovice 277 11 Czech Republic</p> <p>Account data: Bank name: KB bank Account number: 43-6248210287/0100 IBAN: CZ4301000000436248210287 SWIFT: KOMBCZPPXXX Name account: KHACHATUR MKRTCHYAN – DIACOM TECHNOLOGY Bank adress: Budejovicka 1667/64, 140 00 Praha-Praha 4, Czech Republic</p>		<p>Registered address: 4443 W Sunset Blvd Los Angeles, CA 90027</p> <p>Address for correspondence: 4443 W Sunset Blvd Los Angeles, CA 90027 (800)590-1USA</p>
<p>E-mail: diacom.assistance@gmail.com Skype: Mkrтчyаn Khachatur</p>		<p>Email: sales@diacom-usa.com Skype: DIACOM USA</p>
 <hr/> <p>MKRTCHYAN KHACHATUR</p>		 <hr/> <p>ULYSSES L ANGULO</p>

Application 1 (SAMPLE)

Application for the Products delivery under the Contract number ***** of " ____ " ____

Nº	Name	Unit	Amount	Descript
1	Diacom-Lite-FREQ-Troia	pcs.	10	Set with ext. USB ca
2	Cable FREQ type «A»	pcs.	15	
3	user Manual	pcs.	20	
4	Blank Certificate	pcs.	5	
5	Souvenir keychain	pcs.	50	

Exhibit 13



Exhibit 14

ладежный | <https://who.is/whois/diacom-3d-nls.com>

Registrar Data

Registrant Contact Information:

Name	Ulysses Angulo
Organization	Sunset ProHosting
Address	4443 W Sunset Blvd
City	Los Angeles
State / Province	California
Postal Code	90027
Country	US
Phone	3236656365
Fax	3236652498
Email	sunsetprohosting@gmail.com

Administrative Contact Information:

Name	Ulysses Angulo
Organization	Sunset ProHosting
Address	4443 W Sunset Blvd
City	Los Angeles
State / Province	California
Postal Code	90027
Country	US
Phone	3236656365
Fax	3236652498
Email	sunsetprohosting@gmail.com

Technical Contact Information:

Exhibit 15

call us on 800-590-1872 | [BioParts.com](#) | home | my account | sign in or create an account | all prices are in USD | view cart (0 items)

DIACOM **BIOSTAR** **Nonlinear Measurement System**

products sound therapy freq zappers services software manual prints and posters reference library parts & accessories
upgrade register a device private medical membership contact

Consumer Alert!
Diacom-NLS is DISCONTINUED

BIOSTAR **Nonlinear Measurement System**

Get Coupons!

www.diacom-3d-nls.com

Exhibit 18

www.diacom-3d-nls.com/diacom-usa-new/



COMING SOON - 2017 Development

We are in the process of bringing you a new devices that is safe to buy. See our warning about Counterfeit and Black Listed devices.

Diacom-USA will target all Spanish speaking countries like Spain, Mexico, Latin America, including Central and South America). Our new Devices will be brought to you exclusively on <http://Diacom-Espanol.com> - if you would like to be one of the first Exclusive Distributor contact us at ventas@diacom-espanol.com

PRÓXIMAMENTE - Desarrollo 2017:

Estamos en el proceso de traerle un nuevo dispositivo que es seguro de daños y reputación para comprar de los EE.UU. Vea nuestro video sobre dispositivos falsificados y listados en negro que se venden en Europa.

Exhibit 19

www.diacom-3d-nls.com/products/

