

1 “Hook” under 35 U.S.C. § 271, infringement of OLSON KUNDIG under 15 U.S.C. § 1114,
2 infringement of trademark TOM KUNDIG COLLECTION under Washington State common
3 law, statutory violation of Washington Personality Rights Act for unauthorized use of Tom
4 Kundig’s name, and for unfair and deceptive practices in violation of the Washington Consumer
5 Protection Act RCW Ch. 19.86.

6 **THE PARTIES**

7 2. Plaintiff Olson Kundig, an architectural firm, is a corporation organized under the
8 law of the State of Washington with its principal place of business at 159 S Jackson Street in
9 Seattle, Washington.

10 3. Olson Kundig is a collaborative global design practice whose work expands the
11 context of building and natural landscapes

12 4. On information and belief, Defendant 12th Avenue Iron is a corporation organized
13 under the law of the State of Washington with its principal place of business at 1423 South
14 Dearborn Street in Seattle, Washington.

15 5. On information and belief, 12th Avenue Iron specializes in manufacturing metal
16 products that include steel, stainless steel, bronze, copper and aluminum.

17 **JURISDICTION AND VENUE**

18 6. This Court has original subject matter jurisdiction over this action pursuant to 28
19 U.S.C. §§ 1331 and 1338 because the patent infringement claim arises under 35 U.S.C. § 271
20 and the trademark infringement claim arises under 15 U.S.C. § 1114.

21 7. This Court has supplemental jurisdiction pursuant to 28 U.S.C. § 1367 over all
22 other claims asserted or may be asserted that are so related to claims within the original
23 jurisdiction of this action that they form part of the same case or controversy under Article III of
24 the United States Constitution.

25 8. This Court has personal jurisdiction over the parties as residents of, or businesses
26 active in, Washington State.

1 16. Additionally, the parties also contemplated a plan for product development in the
2 future.

3 17. The parties agreed that it would be a good idea for Olson Kundig to start designing
4 small products at the beginning such as coat hooks, shelf brackets, door hardware, and drawer
5 pulls so that it would be easier for 12th Avenue Iron to develop production and shipping systems.
6 Then, Olson Kundig could expand its design into furniture, light fixtures, and railing systems,
7 given that 12 Avenue Iron could fabricate in combinations of metal, wood, and glass.

8 18. Thereafter, in or about June 2010, the parties incorporated the essential terms from
9 the parties' discussions into an official Product Development Product Development,
10 Manufacturing and Marketing Agreement (the "Agreement"). A true and correct copy of the
11 Agreement is attached hereto as Exhibit 1.

12 19. Pursuant to the Agreement, Olson Kundig was the "Architect" and 12th Avenue
13 Iron was the "Manufacturer." The "Architect" was "engaged in the business of architectural
14 design," whereas the "Manufacturer" was "engaged in the business of building and installing
15 custom architectural metalwork."

16 20. The express language of Section 1.1. of the Agreement specifically provided that
17 "*Architect shall be solely responsible for performing all design work related to the Products*
18 (*"Product Designs"*) from which Manufacturer shall develop shop drawings of sufficient detail
19 to enable the manufacture of the Products (*"Shop Drawings"*) ... *Architect shall have sole control*
20 *over the branding of the Products, and shall have sole and final authority regarding the placement*
21 *and appearance of trademarks on the Products.*" [Emphasis added].

22 21. The express language of Section 1.4. of the Agreement specifically provided that
23 "*Manufacturer shall be solely responsible for determining the price point at which the Products*
24 *will be sold to Customers. For and in consideration of the license granted to Manufacturer and*
25 *Architect's other obligations under this Agreement, Manufacturer shall pay Architect a royalty*
26 *of seven percent (7%) of the gross amount received from the sale of products (the "Royalty")."*

1 [Emphasis added].

2 22. The express language of Section 2.1. of the Agreement specifically provided that
3 “*Architect shall own all intellectual property rights in and to the Products ... Architect shall have*
4 *the sole and exclusive right to enforce any and all Intellectual Property Rights in the Products*
5 *including, without limitation, by filing or and maintaining trademark, patent and copyright*
6 *protection for the Products as appropriate. Manufacturer hereby irrevocably transfers, assigns*
7 *and conveys to Architect any and all rights Manufacturer may have in and to the Products.”*

8 [Emphasis added].

9 23. The express language of Section 2.3. of the Agreement specifically provided that
10 “*Architect hereby grants Manufacturer under Architect’s Intellectual Property Rights, a limited,*
11 *non-exclusive worldwide, royalty-bearing, non-transferrable, non-sublicensable license to*
12 *manufacture, market and sell the Products in accordance with the terms hereof during the term*
13 *of this Agreement.”* [Emphasis added].

14 24. Thus, it was clearly the parties’ intent that Olson Kundig, as the Architect, was
15 solely responsible for designing the products and was the sole intellectual property owner of
16 those products designed by it.

17 25. It was also the parties’ intent that 12th Avenue Iron, as the Manufacturer, was
18 solely responsible for determining the price of the products designed by the Architect, developing
19 shop drawings to enable manufacture of the products, and paying 7% royalty from the sale of
20 products to Olson Kundig, for the duration of the Agreement.

21 26. However, due to a ministerial oversight, the Agreement was never signed by the
22 parties.

23 27. In 2012, Olson Kundig launched the “Tom Kundig Collection”—a hardware and
24 home furnishings line designed by Mr. Kundig that grew out of Mr. Kundig’s longstanding
25 interest in crafting intimate, human-scaled experiences within architecture.

26 28. Since its launch in 2012, the entire Tom Kundig Collection, including all patented

1 pieces, has been commercially available for customers to purchase through 12th Avenue Iron's
2 official website.

3 29. Initially, the Tom Kundig Collection only consisted of 25 small-scale steel pieces
4 including cabinet pulls, rollers and door handles.

5 30. Over the years, the Tom Kundig Collection has expanded to a compendium of
6 over 125 products, including furniture, lighting, and household tools.

7 31. Mr. Kundig invested significant time and effort into designing each piece of the
8 Tom Kundig Collection.

9 32. On 12th Avenue Iron's website, 12th Avenue Iron states that each individual
10 product of the Tom Kundig Collection is designed by Mr. Kundig.

11 33. Specifically, the website states, "The *Kundig-designed* collection consists of one
12 hundred unique cut-and-folded steel products ranging from cabinet and door pulls to rollers and
13 tables." [Emphasis added].

14 34. On each particular product's individual webpage on the 12th Avenue Iron website,
15 the product description also clearly states, "Designed by: Tom Kundig."

16 35. As a result of the substantial time, effort, and resources Mr. Kundig and Olson
17 Kundig devoted into the design, development and promotion of the Tom Kundig Collection, the
18 general consuming public of Washington State has come to recognize and rely upon the TOM
19 KUNDIG COLLECTION mark as well as Mr. Kundig's name as indicators of the high quality
20 associated with the products designed by Olson Kundig.

21 36. Despite not having a signed Agreement, the parties started their collaborative
22 relationship in 2010 and for many years performed their obligations in accordance with the terms
23 of the Agreement for the design and development of various products, including but not limited
24 to, doorknobs, pulls, lights and similar products, pursuant to which "Architect" would design
25 products for "Manufacturer" to sell to the public.

26 37. Until 2020, 12th Avenue Iron paid Olson Kundig a royalty for sales of products in

1 the Tom Kundig Collection.

2 38. Upon information and belief, the amount paid by 12th Avenue Iron to Olson
3 Kundig was 7% of gross sales of Tom Kundig Collection products

4 39. Upon information and belief, until 2020, 12th Avenue Iron's conduct complied
5 with all provisions of the unsigned Agreement.

6 40. In 2020, Olson Kundig discovered that 12th Avenue Iron had stopped adequately
7 fulfilling orders

8 41. 12th Avenue Iron also has not paid Olson Kundig any royalties in 2021 or 2022.

9 42. 12th Avenue Iron's failure to timely fulfill orders is a breach of Sections 1.2.(b)
10 and 1.2.(c) of the Agreement.

11 43. 12th Avenue Iron's failure to pay the ongoing royalty to Olson Kundig is a breach
12 of Section 1.4. of the Agreement.

13 44. According to the express language of Section 3.2. of the Agreement, "Either Party
14 may terminate this Agreement for any or no cause upon thirty (30) days written notice ... Upon
15 termination, Manufacturer shall take all steps to immediately cease activities related to the
16 manufacture or marketing of Products, and shall immediately cease accepting orders for
17 Products, *provided, however*, that Manufacturer may continue to manufacture Products for the
18 fulfillment of orders placed prior to the effective date of termination. Manufacturer's obligation
19 to pay Royalties shall survive any termination of this Agreement."

20 45. According to the express language of Section 3.3. of the Agreement, "... either
21 Party may terminate this Agreement ... if the other Party breaches any of its material obligations
22 under this Agreement and such breach is not cured within fifteen (15) days of receiving written
23 notice of such breach."

24 46. 12th Avenue Iron's conduct breached its material obligations under the
25 Agreement.

26 47. On April 28, 2022, Olson Kundig, in accordance with Sections 3.2. and 3.3. of the

1 Agreement, delivered a letter to 12th Avenue Iron, duly notifying 12th Avenue Iron of its breach
2 of the Agreement and that Olson Kundig intended to terminate the Agreement.

3 48. Over a month has passed since Olson Kundig sent the notice of breach and
4 termination letter to 12th Avenue Iron.

5 49. The Agreement has been terminated.

6 50. By Olson Kundig's termination of the Agreement, 12th Avenue Iron no longer has
7 a limited, non-exclusive license to use Olson Kundig's intellectual property rights to
8 manufacture, market and sell the Tom Kundig Collection line products.

9 51. Nevertheless, 12th Avenue Iron has not taken any action in compliance with
10 Section 3.3. of the Agreement.

11 52. 12th Avenue Iron has not removed the Tom Kundig Collection line, and all
12 mention of Tom Kundig or association with Olson Kundig, from its official website.

13 53. 12th Avenue Iron has not returned customers' payments for any unfulfilled orders.

14 54. 12th Avenue Iron has not given Olson Kundig any documentation related to all
15 unfulfilled orders the Tom Kundig Collection products.

16 55. 12th Avenue Iron has not returned any designs or drawings provided by or created
17 by Olson Kundig.

18 56. 12th Avenue Iron continues to use the TOM KUNDIG COLLECTION mark and
19 Mr. Kundig's name to manufacture, market, and sell Tom Kundig Collection line products.

20 57. Olson Kundig, on Mr. Kundig's behalf, also submitted multiple applications to
21 the United States Patent and Trademark Office and successfully obtained design patents for some
22 of the pieces.

23 58. On July 18, 2017, the United States Patent and Trademark Office duly and
24 lawfully issued the D197 Patent, titled "Half-Pipe Coat Hook." Mr. Kundig is the named inventor
25 of the D197 Patent. Olson Kundig is the named applicant and assignee of the D197 Patent. A
26 true and correct copy of the D197 Patent is attached hereto as Exhibit 2.

1 71. Pursuant to the Agreement, 12th Avenue Iron was responsible for fulfilling the
2 orders and paying royalties to Olson Kundig.

3 72. 12th Avenue Iron failed to comply with these obligations under the terms of the
4 Agreement.

5 73. 12th Avenue Iron's failure to fulfill the orders was a material breach of the
6 Agreement.

7 74. 12th Avenue Iron's failure to pay Olson Kundig royalties was a material breach of
8 the Agreement.

9 75. 12th Avenue Iron caused the breach when it failed fulfill all the orders in a timely
10 manner.

11 76. 12th Avenue Iron caused the breach when it failed to pay Olson Kundig royalty
12 payments.

13 77. Olson Kundig notified 12th Avenue Iron of its breach.

14 78. 12th Avenue Iron made no effort to cure any breach.

15 79. As a direct and proximate result of 12th Avenue Iron's breach, Olson Kundig
16 suffered substantial harm and damages.

17 **COUNT II – PATENT INFRINGEMENT OF THE U.S. DESGIN PATENT NO.**

18 **D818,352 UNDER 35 U.S.C. § 271**

19 80. All preceding paragraphs are incorporated herein by reference as if fully set forth
20 herein.

21 81. Olson Kundig is the assignee of the D352 Patent.

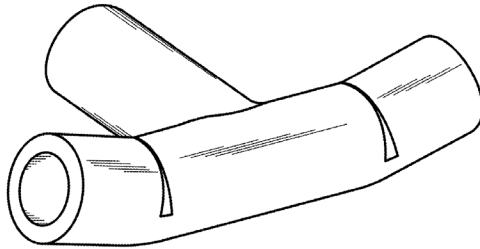
22 82. Upon information and belief, 12th Avenue Iron has actual knowledge of Olson
23 Kundig's rights in the design claimed in the D352 Patent.

24 83. Upon Olson Kundig's termination of the Agreement, 12th Avenue Iron no longer
25 has a limited, non-exclusive license to make, use, or sell products covered by the D352 Patent.

26 84. 12th Avenue Iron has been, and is now, directly infringing the D352 Patent by

1 continuing to make, use, sell, offer to sell at least the Notch Hook product in the Tom Kundig
2 Collection.

3 85. As seen below, the design claimed by the D352 Patent and the Notch Hook
4 product are similar:



12
13 86. Both designs have similar shapes.

14 87. Both designs have a cylindrical shaped back piece.

15 88. Both designs have a cylindrical shaped bent cross piece substantially
16 perpendicular to the back piece.

17 89. Both designs cross pieces have bends at similar locations and angles.

18 90. An ordinary observer would think that the Notch Hook is the same as the D352
19 Patent when the two designs are compared in the context of the prior art.

20 91. As a direct and proximate result of 12th Avenue Iron's act of patent infringement,
21 12th Avenue Iron has derived and received gains, profits, and advantages in an amount that is not
22 presently known to Olson Kundig.

23 92. Pursuant to 35 U.S.C. § 284, Olson Kundig is entitled to damages for 12th Avenue
24 Iron's infringing acts and treble damages together with interest and costs as fixed by this Court.

25 93. Due to the aforesaid infringing act, Olson Kundig suffered great and irreparable
26

1 injury, such as damages to Olson Kundig’s goodwill and business reputations, for which Olson
2 Kundig has no adequate remedy at law.

3 94. 12th Avenue Iron will continue to infringe Olson Kundig’s patent rights unless
4 enjoined by this Court.

5 **COUNT III – PATENT INFRINGEMENT OF U.S. DESIGN PATENT NO. D792,197**

6 **UNDER 35 U.S.C. § 271**

7 95. All preceding paragraphs are incorporated herein by reference as if fully set forth
8 herein.

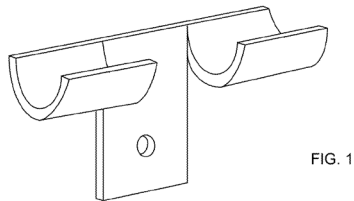
9 96. Olson Kundig is the assignee of the D197 Patent.

10 97. Upon information and belief, 12th Avenue Iron has actual knowledge of Olson
11 Kundig’s rights in the design claimed in the D197 Patent.

12 98. Upon Olson Kundig’s termination of the Agreement, 12th Avenue Iron no longer
13 has a limited, non-exclusive license to make, use, or sell products covered by the D197 Patent.

14 99. 12th Avenue Iron has been, and is now, directly infringing the D197 Patent by
15 continuing to make, use, sell, offer to sell at least the Half Pipe Dbl Hook.

16 100. As seen below, the design claimed by the D197 Patent and the Half Pipe Dbl Hook
17 are similar:



23
24 101. Both designs have similar shapes.

25 102. Both designs have a substantially flat piece in the middle.

26 103. Both designs have half cylinder pieces open on top on either side of the flat middle

1 piece.

2 104. An ordinary observer would think that the Half Pipe Dbl Hook is the same as the
3 D197 Patent when the two designs are compared in the context of the prior art.

4 105. As a direct and proximate result of 12th Avenue Iron's act of patent infringement,
5 12th Avenue Iron has derived and received gains, profits, and advantages in an amount that is not
6 presently known to Olson Kundig.

7 106. Pursuant to 35 U.S.C. § 284, Olson Kundig is entitled to damages for 12th Avenue
8 Iron's infringing acts and treble damages together with interest and costs as fixed by this Court.

9 107. Due to the aforesaid infringing act, Olson Kundig suffered great and irreparable
10 injury, such as damages to Olson Kundig's goodwill and business reputations, for which Olson
11 Kundig has no adequate remedy at law.

12 108. 12th Avenue Iron will continue to infringe Olson Kundig's patent rights unless
13 enjoined by this Court.

14 **COUNT IV – PATENT INFRINGEMENT OF U.S. DESIGN PATENT NO. D799,933**

15 **UNDER 35 U.S.C. § 271**

16 109. All preceding paragraphs are incorporated herein by reference as if fully set forth
17 herein.

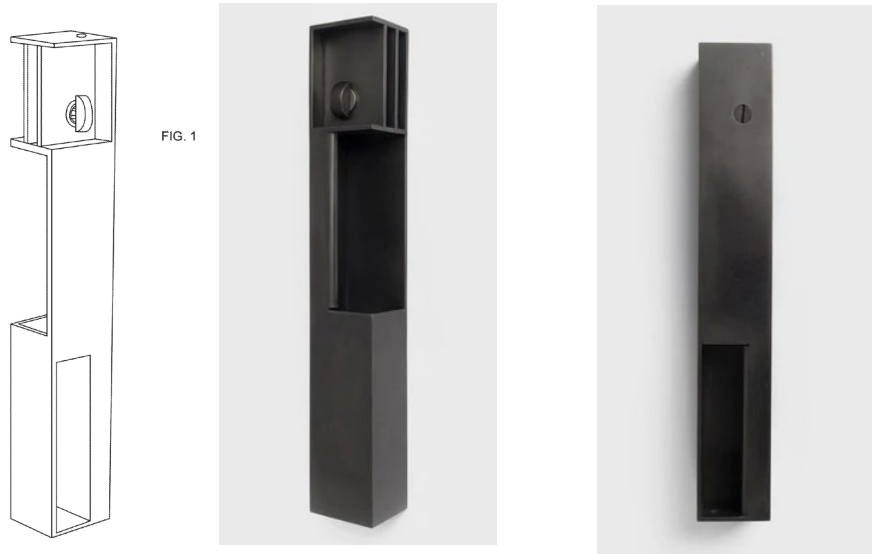
18 110. Olson Kundig is the assignee of the D933 Patent.

19 111. Upon information and belief, 12th Avenue Iron has actual knowledge of Olson
20 Kundig's rights in the design claimed in the D933 Patent.

21 112. Upon Olson Kundig's termination of the Agreement, 12th Avenue Iron no longer
22 has a limited, non-exclusive license to make, use, or sell products covered by the D933 Patent.

23 113. 12th Avenue Iron has been, and is now, directly infringing the D933 Patent by
24 continuing to make, use, sell, offer to sell at least the No Peek Privacy Sliding Door Pull.

1 114. As seen below the design claimed by the D933 Patent and the No Peek Privacy
2 Sliding Door Pull are similar:



13
14 115. Both designs have similar shapes.

15 116. Both designs have a rectangular shape with notches in similar locations

16 117. An ordinary observer would think that the No Peek Privacy Sliding Door Pull is
17 the same as the D933 Patent when the two designs are compared in the context of the prior art.

18 118. As a direct and proximate result of 12th Avenue Iron's act of patent infringement,
19 12th Avenue Iron has derived and received gains, profits, and advantages in an amount that is not
20 presently known to Olson Kundig.

21 119. Pursuant to 35 U.S.C. § 284, Olson Kundig is entitled to damages for 12th Avenue
22 Iron's infringing acts and treble damages together with interest and costs as fixed by this Court.

23 120. Due to the aforesaid infringing act, Olson Kundig suffered great and irreparable
24 injury, such as damages to Olson Kundig's goodwill and business reputations, for which Olson
25 Kundig has no adequate remedy at law.

26 121. 12th Avenue Iron will continue to infringe Olson Kundig's patent rights unless

1 enjoined by this Court.

2 **COUNT V – PATENT INFRINGEMENT OF U.S. DESIGN PATENT NO. D827,422**

3 **UNDER 35 U.S.C. § 271**

4 122. All preceding paragraphs are incorporated herein by reference as if fully set forth
5 herein.

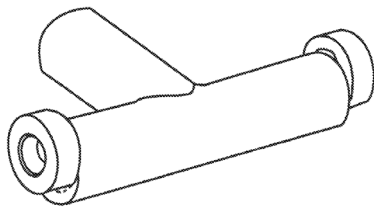
6 123. Olson Kundig is the assignee of the D422 Patent.

7 124. Upon information and belief, 12th Avenue Iron has actual knowledge of Olson
8 Kundig’s rights in the design claimed in the D422 Patent.

9 125. Upon Olson Kundig’s termination of the Agreement, 12th Avenue Iron no longer
10 has a limited, non-exclusive license to make, use, or sell products covered by the D422 Patent.

11 126. 12th Avenue Iron has been, and is now, directly infringing the D422 Patent by
12 continuing to make, use, sell, offer to sell at least the Slip Dbl Hook.

13 127. As seen below, the design claimed by the D422 Patent and the Slip Dbl Hook are
14 similar:



19 FIG. 1



20
21 128. Both designs have a cylindrical shaped back piece.

22 129. Both designs have a cylindrical shaped cross piece substantially perpendicular to
23 the back piece.

24 130. Both designs slightly offset end pieces to the cross piece.

25 131. An ordinary observer would think that the Slip Dbl Hook is the same as the D422
26 Patent when the two designs are compared in the context of the prior art.

1 132. As a direct and proximate result of 12th Avenue Iron’s act of patent infringement,
2 12th Avenue Iron has derived and received gains, profits, and advantages in an amount that is not
3 presently known to Olson Kundig.

4 133. Pursuant to 35 U.S.C. § 284, Olson Kundig is entitled to damages for 12th Avenue
5 Iron’s infringing acts and treble damages together with interest and costs as fixed by this Court.

6 134. Due to the aforesaid infringing act, Olson Kundig suffered great and irreparable
7 injury, such as damages to Olson Kundig’s goodwill and business reputations, for which Olson
8 Kundig has no adequate remedy at law.

9 135. 12th Avenue Iron will continue to infringe Olson Kundig’s patent rights unless
10 enjoined by this Court.

11 **COUNT VI – TRADEMARK INFRINGEMENT OF THE TOM KUNDIG**
12 **COLLECTION MARK UNDER WASHINGTON COMMON LAW**

13 136. All preceding paragraphs are incorporated herein by reference as if fully set forth
14 herein.

15 137. Olson Kundig launched the Tom Kundig Collection line in 2012. Since the
16 launch, Olson Kundig devoted substantial time, effort, and resources into the design,
17 development and promotion of the Tom Kundig Collection line products.

18 138. Over the years, the general consuming public of Washington State has come to
19 recognize and rely upon the TOM KUNDIG COLLECTION mark as an indicator of the high
20 quality associated with the products designed by Olson Kundig.

21 139. Olson Kundig has obtained common law trademark rights in the TOM KUNDIG
22 COLLECTION mark.

23 140. On information and belief, 12th Avenue Iron has actual knowledge of Olson
24 Kundig’s common law trademark rights to the TOM KUNDIG COLLECTION mark.

25 141. Upon Olson Kundig’s termination of the Agreement, 12th Avenue Iron no longer
26 has a limited, non-exclusive license to use the TOM KUNDIG COLLECTION mark to

1 manufacture, market and sell Tom Kundig Collection line products within Washington State.

2 142. 12th Avenue Iron's continued use of the TOM KUNDIG COLLECTION mark to
3 manufacture, market and sell the Tom Kundig Collection line products within Washington State
4 constitutes common law trademark infringement.

5 143. 12th Avenue Iron's continued use of the TOM KUNDIG COLLECTION mark
6 without license or permission from Olson Kundig is likely to cause consumers confusion,
7 mistake, or deception as to the source, origin, affiliation, connection, or association of the Tom
8 Kundig Collection line products.

9 144. As a direct and proximate result of 12th Avenue Iron's act of trademark
10 infringement, 12th Avenue Iron has derived and received gains, profits, and advantages in an
11 amount that is not presently known to Olson Kundig.

12 145. Due to the aforesaid infringing act, Olson Kundig suffered great and irreparable
13 injury, such as damages to Olson Kundig's goodwill and business reputations, for which Olson
14 Kundig has no adequate remedy at law.

15 146. 12th Avenue Iron will continue to infringe Olson Kundig's common law
16 trademark rights unless enjoined by this Court.

17 **COUNT VII – VIOLATION OF WASHINGTON PERSONALITY RIGHTS ACT**

18 147. All preceding paragraphs are incorporated herein by reference as if fully set forth
19 herein.

20 148. Mr. Kundig's name "Tom Kundig" is entitled to personality rights protection
21 pursuant to RCW 63.60.010 and RCW 63.60.020(6), and has commercial value since Mr.
22 Kundig's name has been used to advertise, market and promote the Tom Kundig Collection line
23 products.

24 149. Pursuant to RCW 63.60.030, upon execution of a license, Olson Kundig
25 effectively became a licensee of Mr. Kundig's name and obtained property right to use Mr.
26 Kundig's name to promote and advertise products designed by Mr. Kundig.

1 150. Mr. Kundig has not transferred, assigned or licensed any property right to 12th
2 Avenue Iron in the use of his name to promote and sell the Tom Kundig Collection line products.

3 151. 12th Avenue Iron's unauthorized and continued use of Mr. Kundig's name to
4 promote and sell the Tom Kundig Collection line products to its own commercial advantage
5 within Washington State, after Olson Kundig's termination of the Agreement, constitutes a
6 violation of Olson Kundig's licensed personality rights pursuant to RCW 63.60.050.

7 152. As the direct and proximate result of 12th Avenue Iron's infringement of Olson
8 Kundig's personality rights, pursuant to RCW 63.60.060, 12th Avenue Iron is liable to Olson
9 Kundig for no less than one thousand five hundred dollars (\$1,500.00) or the actual damages
10 sustained as a result of 12th Avenue Iron's infringement, plus attorneys' fees, expenses and court
11 costs.

12 153. 12th Avenue's Iron's infringement causes Olson Kundig damages by diminishing
13 the value of Mr. Kundig's personality rights through an unlicensed use.

14 154. 12th Avenue Iron's infringement without paying any royalties causes Olson
15 Kundig direct monetary damage.

16 155. As a direct and proximate result of 12th Avenue Iron's act of infringement, Olson
17 Kundig suffered and continues to suffer irreparable harm for which Olson Kundig has no
18 adequate remedy at law, and which will continue unless 12th Avenue Iron's act of infringement
19 is enjoined by this Court.

20
21 **COUNT VIII – VIOLATION OF WASHINGTON CONSUMER PROTECTOIN ACT**

22 156. All preceding paragraphs are incorporated herein by reference as if fully set forth
23 herein.

24 157. The Washington Consumer Protection Act makes unlawful “[u]nfair methods of
25 competition and unfair or deceptive acts or practices in the conduct of any trade or commerce.”
26 RCW 19.86.020.

1 158. A private action to remedy an unfair or deceptive act or practice may establish
2 injury to the public when it (1) injured other persons; (b) had the capacity to injure other persons;
3 or (c) has the capacity to injure other persons. RCW 19.86.093

4 159. 12th Avenue Iron's continued use of Mr. Kundig's name and the use of the Tom
5 Kundig Collection brand without a license is unfair to Olson Kundig.

6 160. 12th Avenue Iron's continued use of Mr. Kundig's name and the use of the Tom
7 Kundig Collection brand confuses or deceives consumers into believing that 12th Avenue Iron is
8 now affiliated with or endorsed by Olson Kundig and Tom Kundig.

9 161. 12th Avenue Iron's actions cause confusion as to the legitimate source of Tom
10 Kundig Collection goods endorsed by Mr. Kundig and Olson Kundig by continuing to state that
11 12th Avenue Iron is the source of such goods when it is not.

12 162. 12th Avenue Iron's actions injure Washington consumers seeking to buy
13 authorized Tom Kundig Collection pieces or work with a business affiliated in some way with
14 Olson Kundig.

15 163. 12th Avenue Iron's actions injure the public's interest by having consumers buy
16 products no longer endorsed by or affiliated with Olson Kundig or Tom Kundig.

17 164. 12th Avenue Iron's actions cause Olson Kundig damages in an amount to be
18 proven at trial.

19 165. 12th Avenue Iron's actions will continue to cause irreparable harm to Olson
20 Kundig unless 12th Avenue Iron is enjoined from continuing violations.

21 **COUNT IX – TRADEMARK INFRINGEMENT UNDER 15 U.S.C. § 1114**

22 166. All preceding paragraphs are incorporated herein by reference as if fully set forth
23 herein.

24 167. Olson Kundig is the owner of the OLSON KUNDIG mark, Registration No.
25 5594903.

26 168. The OLSON KUNDIG mark covers IC 006, 011, 020, and 021 covering generally

1 fixtures, furniture, and hardware.

2 169. On each page of its website for the Tom Kundig Collection, 12th Avenue Iron
3 displays the following picture:

4
5
6  Olson Kundig®
7

8 170. This image uses the name “Olson Kundig.”

9 171. 12th Avenue Iron no longer has any license or permission to use the OLSON
10 KUNDIG trademark.

11 172. 12th Avenue Iron’s conduct constitutes trademark infringement of Olson Kundig’s
12 federally registered mark.

13 173. 12th Avenue Iron’s continued infringement is willful done without Olson
14 Kundig’s consent and with full knowledge of Olson Kundig’s rights, as shown by the ® used on
15 image.

16 174. 12th Avenue Iron’s conduct is done to benefit from Olson Kundig’s goodwill and
17 reputation with consumers.

18 175. 12th Avenue Iron’s conduct is likely to cause confusion as to the source,
19 sponsorship, or approval of the products by causing consumers to believe that 12th Avenue Iron
20 and/or its products are affiliated or endorsed by Olson Kundig when it uses Olson Kundig’s
21 trademark.

22 176. 12th Avenue Iron’s conduct of using the OLSON KUNDIG trademark without a
23 license is causing monetary damage to Olson Kundig by damaging its brand value in the OLSON
24 KUNDIG trademark.

25 177. 12th Avenue Iron’s conduct is also causing irreparable harm to Olson Kundig and
26 its brand goodwill where Olson Kundig has no adequate remedy at law.

1 178. Olson Kundig is entitled to an injunction against 12th Avenue Iron, as well as all
2 other available remedies under the Lanham Act.

3 **PRAYER FOR RELIEF**

4 WHEREFORE, Olson Kundig prays for judgment against 12th Avenue Iron as follows:

5 A. Enter Judgment that the Agreement is valid and enforceable, and has been
6 breached by 12th Avenue Iron, and that Olson Kundig has been damaged as a result of 12th
7 Avenue Iron's breach.

8 B. Enter Judgment that the D352, D197, D933 and D422 Design Patents are valid
9 and infringed by 12th Avenue Iron under 35 U.S.C. § 271.

10 C. Enter Judgment that 12th Avenue Iron has infringed the TOM KUNDIG
11 COLLECTION mark under Washington State common law.

12 D. Enter Judgment that 12th Avenue Iron has infringed the OLSON KUNDIG mark
13 under the Lanham Act.

14 E. Enter Judgment that 12th Avenue Iron has infringed Olson Kundig's licensed
15 personality rights under RCW 63.60.050.

16 F. Issue a permanent injunction enjoining 12th Avenue Iron, its directors, officers,
17 agents, employees, successors, subsidiaries, assigns, affiliates, and all persons acting in privity,
18 concert, or participation with any of the above from the continued infringement of the D352,
19 D197, D933 and D422 Design Patents, the TOM KUNDIG COLLECTION mark, the OLSON
20 KUNDIG mark, and the use of Mr. Kundig's name.

21 G. Award Olson Kundig damages, for 12th Avenue Iron's breach of contract, in an
22 amount to be proven at trial.

23 H. Award Olson Kundig damages, for 12th Avenue Iron's patent infringement and
24 trademark infringement acts, in an amount determined by this Court.

25 I. Determine that this is an exception case under 35 U.S.C. § 285 and 15 U.S.C. §
26 1117 and award Olson Kundig its attorney's fees.

1 J. Award Olson Kundig damages, for 12th Avenue Iron's infringement on Olson
2 Kundig's licensed personality rights, in an amount no less than one thousand five hundred dollars
3 (\$1,500.00) or the actual damages sustained resulting from 12th Avenue Iron's infringement.


4 K. Award Olson Kundig damages, treble damages, preliminary and permanent
5 injunctive relief, attorneys' fees, and costs pursuant to RCW 19.86.090.

6 L. Award Olson Kundig reasonable attorney's fees, expenses and Court costs
7 incurred in the prosecution of this action as permitted by law; and

8 M. Grant Olson Kundig such other and further relief as this Court deems just and
9 proper.

10
11 Dated June 13, 2022

12 *Respectfully submitted,*

13 By 
14 _____
15 Ben Hodges, WSBA #49301
16 Foster Garvey PC
17 1111 Third Ave, Suite 3000
18 Seattle, WA 98101
19 Telephone: (206) 447-4400
20 Fax: (206) 749-1940
21 Email: ben.hodges@foster.com

22 *Counsel for Plaintiff Olson Kundig*
23 *Architect, Inc.*

EXHIBIT 1

**PRODUCT DEVELOPMENT, MANUFACTURING
AND MARKETING AGREEMENT**

This Product Development, Manufacturing and Marketing Agreement (this "**Agreement**") is entered into by and between Olson Kundig Architects, Inc., a Washington corporation ("**Architect**") and 12th Avenue Iron Inc., a Washington corporation ("**Manufacturer**"). Architect and Manufacturer are sometimes referred to herein individually as a "**Party**" and collectively as the "**Parties**."

WHEREAS, Architect is engaged in the business of architectural design;

WHEREAS, Manufacturer is engaged in the business of building and installing custom architectural metalwork;

WHEREAS, the Parties desire to establish a collaborative relationship for the design and development of various products including, without limitation, doorknobs, pulls, lights and similar products (the "**Products**") pursuant to which Architect will design Products for manufacture and sale by Manufacturer to the public (the "**Customers**"); and

WHEREAS, the Parties wish to document their respective rights and obligations with respect to the Products, their collaborative efforts and any inventions developed in the course thereof.

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements contained herein, the parties agree as follows:

1. Product Development

1.1. **Design.** Architect shall be solely responsible for performing all design work related to the Products ("**Product Designs**") from which Manufacturer shall develop shop drawings of sufficient detail to enable the manufacture of the Products ("**Shop Drawings**"). Manufacturer shall prepare and submit the Shop Drawings to Architect for approval according to a mutually agreed schedule and make such changes thereto as Architect may request. Architect shall have sole control over the branding of the Products, and shall have sole and final authority regarding the placement and appearance of trademarks on the Products. The Parties agree that Architect is not subject to any future commitment to provide Product Designs, or any requirement to provide a certain quantity of Product Designs.

1.2. Manufacture.

(a) **Prototypes.** Manufacturer shall build, assemble and manufacture Product prototypes ("**Prototypes**") in accordance with the approved Shop Drawings for inspection and final approval by Architect. Prototypes shall be built in accordance with mutually agreed-upon quality and material requirements, or in accordance with written guidelines providing for the same. Architect's approval of a Prototype shall be required prior to the manufacturing of any Products for sale to Customers, *provided, however*, that the Parties shall mutually agree whether any Product Designs provided by Architect or Prototypes manufactured by Manufacturer will be manufactured as Products and made available to Customers, and Architect's approval of a Prototype shall not obligate Manufacturer to manufacture a Product for sale to Customers.

(b) **Products.** Subject to Architect's approval of a Prototype, Manufacturer shall build, assemble and manufacture the Product in accordance with the Product Design and with mutually agreed-upon quality and material requirements, or in accordance with written guidelines providing for the same. Architect shall have the right to conduct quality control audits or otherwise inspect and approve the manufacturing processes and facilities of Manufacturer and the processes and facilities of any third party contracted by Manufacturer to perform work to confirm that the Products are manufactured according to Product Design specifications and quality requirements.

(c) Manufacturing Matters; Third-Party Contractors. Manufacturer shall be solely responsible for all matters and costs relating the building, assembling and manufacturing of Prototypes and Products, subject to Architect's quality control rights set forth in Paragraph 1.2(b) hereof. Manufacturer shall be solely responsible for engaging and supervising any third-party contractors necessary for the building, assembling or manufacturing of the Prototypes and Products. The Parties agree that Manufacturer is under no obligation to build, assemble or manufacture Prototypes or Products for every Product Design provided by Architect, and that Manufacturer may elect not to manufacture Product Designs for any or no reason.

1.3. Sales and Marketing.

(a) Distribution. Product sales shall initially be carried out through a web site owned and/or controlled by Manufacturer (the "**Web Site**"). The Parties will collaborate on the design and appearance of the Web Site including, without limitation, the manner in which Products will be presented for sale to Customers. Manufacturer, at its sole expense, shall be responsible for obtaining and providing photographs of the Products in quality suitable for display on the Web Site, subject to Architect's final approval. If Architect rejects photographs obtained and provided by Manufacturer, Architect shall engage the services of its in-house photography resources to obtain and provide replacement photographs of the Products in quality suitable for display on the Web Site. Manufacturer shall, at its sole expense, be responsible for development and maintenance of the Web Site. If the Parties decide to pursue alternative distribution channels, the Parties shall collaborate on the identification and approval of such distribution channels, and in the development of design, appearance and presentation standards applicable to sales and marketing activities carried out in connection therewith. The Parties' rights and obligations under this Agreement shall not be conditioned on the attainment of sales milestones or volumes.

(b) Marketing. Manufacturer shall be responsible for the performance of any and all marketing activities related to the Products, provided that such performance shall be carried out in accordance with mutually agreed-upon design, appearance and presentation standards.

(c) Inventory; Order Fulfillment and Invoicing. Manufacturer shall be solely responsible for managing Product inventory and shall be under no obligation to maintain a certain quantity of Product as inventory. Manufacturer shall be solely responsible for all costs associated with inventory management and shall bear all responsibility for order fulfillment. Manufacturer shall be solely responsible for invoicing Customers for Products sold, collecting payments and remitting a portion of the gross amounts received from sales to Architect to the address designated in accordance with Paragraph 1.4 hereof, *provided, however*, that if Manufacturer is unwilling or unable to collect such payments, Manufacturer shall be deemed to have automatically assigned the right to collect payments to Architect.

(d) Performance. The Parties shall maintain open communication throughout the term of this Agreement, and shall mutually agree upon reasonable time periods for performance including, without limitation, delivery of Product Designs, Shop Drawings, and the manufacture of Prototypes and Products. In the event of a dispute regarding the timeliness of performance, the Parties will in good faith meet and confer to work toward resolution of such dispute and establish a reasonable time for performance. In the event that a dispute cannot in good faith be resolved, this Agreement may be terminated by written notice of either Party delivered in accordance with Paragraph 8.4 hereof.

1.4. Pricing and Royalty. Manufacturer shall be solely responsible for determining the price point at which the Products will be sold to Customers. For and in consideration of the license granted to Manufacturer and Architect's other obligations under this Agreement, Manufacturer shall pay Architect a royalty of seven percent (7%) of the gross amount received from the sale of Products (the "**Royalty**"). Such Royalty shall be payable quarterly and shall be calculated based on payments actually received by Manufacturer from Products sold during the relevant quarter. Manufacturer shall deliver Royalties together with a report of all sales activity and Customer information (including without limitation Customer contact information, purchase history, and purchase payments received during the relevant quarter) to Architect at the address set forth in Paragraph 8.4 hereof, or to such other address as Architect may have designated in writing.

2. Ownership

2.1. Ownership of Products. Architect shall own all intellectual property rights in and to the Products. For purposes of this Agreement, Intellectual Property Rights means, any and all proprietary rights of any kind, tangible or intangible, now known or hereafter existing, including without limitation, copyrights, neighboring rights and moral rights; trade secret; trademark; and patent and other industrial property rights, and all registrations, and applications thereof now or hereafter in force throughout the universe. Architect shall have the sole and exclusive right to enforce any and all Intellectual Property Rights in the Products including, without limitation, by filing for and maintaining trademark, patent and copyright protection for the Products as appropriate. Manufacturer hereby irrevocably transfers, assigns and conveys to Architect any and all rights Manufacturer may have in and to the Products.

2.2. Ownership of Tooling. Manufacturer shall own all rights in and to any and all tooling, dies and/or molds (the "**Tooling**") developed specially for the manufacture of the Prototypes or the Products, *provided, however,* that such Tooling shall be used only for purposes of this Agreement and shall not be provided to any other party with the exception of third parties contracted by Manufacturer for the purpose of building, assembling or manufacturing the Prototypes and Products under this Agreement. Upon the termination of this Agreement, Architect shall have the right, but not the obligation, to purchase the Tooling from Manufacturer at a price equal to Manufacturer's actual cost.

2.3. License. Architect hereby grants Manufacturer under Architect's Intellectual Property Rights, a limited, non-exclusive, worldwide, royalty-bearing, non-transferrable, non-sublicensable license to manufacture, market and sell the Products in accordance with the terms hereof during the term of this Agreement.

3. Term, Termination and Breach

3.1. Term. The term of this Agreement shall commence on the Effective Date (as defined herein) and shall continue thereafter until terminated by either Party in accordance with this Section 3.

3.2. Termination. Either Party may terminate this Agreement for any or no cause upon thirty (30) days written notice provided in accordance with Paragraph 8.4 hereof. Upon termination, Manufacturer shall take all steps to immediately cease activities related to the manufacture or marketing of Products, and shall immediately cease accepting orders for Products, *provided, however,* that Manufacturer may continue to manufacture Products for the fulfillment of orders placed prior to the effective date of termination. Manufacturer's obligation to pay Royalties shall survive any termination of this Agreement.

3.3. Breach. Notwithstanding the foregoing, either Party may terminate this Agreement (a) if the other Party breaches any of its material obligations under this Agreement and such breach is not cured within fifteen (15) days of receiving written notice of such breach; or (b) immediately, if the other Party becomes bankrupt or fails to pay its debts as they become due. In any event, if a Party has materially failed to perform or has breached its obligations under this Agreement, the other Party may suspend its performance upon written notice to the breaching Party until such time as the breaching Party cures its nonperformance or breach.

4. Insurance. Manufacturer shall, at its sole cost and expense, procure and maintain during the term of this Agreement any and all insurance coverage necessary to cover its activities under this Agreement including, without limitation, a policy of Commercial General Liability insurance with limits not less than \$1 million each occurrence; \$2 million general aggregate; \$2 million products completed operations aggregate and \$1 million personal advertising, and will name Architect as an additional insured under such policy. Manufacturer shall notify Architect in writing at least thirty (30) days prior to any cancellation, non-renewal, substitution or material alteration of Manufacturer's insurance policies applicable to its activities under this Agreement. Manufacturer shall be responsible for ensuring that any third-party contractors engaged under this Agreement procure and maintain insurance coverage in accordance with the requirements of this Section 4. The fact that insurance is obtained by Manufacturer

shall not be deemed to release or diminish the liability of Manufacturer including, without limitation, liability under the indemnity provisions of this Agreement.

5. Representations and Warranties. Each Party hereby represents and warrants to the other as follows:

(a) It is a business entity duly organized, validly existing and in good standing in the jurisdiction in which it is incorporated and it has all rights, requisite corporate power and authority to execute and deliver this Agreement.

(b) It has no agreements with any third party or commitments or obligations that materially conflict with its obligations under this Agreement. During the term of this Agreement, it will not enter into any agreement, commitment or obligation that materially conflicts with its obligations under this Agreement.

6. Indemnity. Architect assumes no liability whatsoever to Manufacturer or to any third party with respect to the Product Designs or Products or the use thereof. Manufacturer shall defend, indemnify and hold Architect, its owners, officers, employees, agents, servants, shareholders, parents, subsidiaries, predecessors, successors and assigns harmless from and against any and all suits, claims, actions, losses, injuries, damages, liabilities, costs and expenses (including reasonable attorneys' fees) arising out of or relating to this Agreement, including any claim relating to the manufacture or use of the Products. Architect agrees to provide Manufacturer with prompt notice of any such claim and to cooperate with Manufacturer in its defense.

7. Confidentiality. The Parties acknowledge that each Party (a "Discloser") has and during the course of this Agreement may continue to disclose to the other Party (a "Recipient") certain information regarding its business, operations and products that it deems confidential and proprietary ("Confidential Information"). The Parties further acknowledge that it is important to each of them that such Confidential Information is kept strictly confidential and only used by the Recipient for the limited purposes of this Agreement. Therefore, Recipient agrees not to use the Confidential Information of the Discloser for any purpose other than in furtherance of its obligations under this Agreement and not to disclose such Confidential Information to any third party without the prior agreement of the Discloser. The obligation under this Section 7 shall survive termination or expiration of this Agreement for the longer of five (5) years or until the information is no longer protected from unauthorized use or disclosure under copyright, trade secret or other applicable laws. For purposes of this Section 7, Confidential Information means any data, information, or drawings of the Discloser related to the Product and any confidential data or information about the Discloser, including without limitation, Product specifications, drawings, designs, processes, methods, know-how, discoveries, inventions, or other information or data regarding the Product, and information regarding the Discloser's products, services, customers, customer lists, marketing, finances, and other business matters. Confidential Information does not include information that is available to the public without limitation or that the Recipient can demonstrate was lawfully in its possession prior to disclosure by the Discloser. A Party shall not be in violation of this Section 7 if it discloses Confidential Information in response to court order, subpoena, or other legal process or as required under applicable law.

8. Miscellaneous

8.1. Limitation of Liability. EXCEPT FOR INDEMNITY OBLIGATIONS HEREUNDER OR ANY CLAIMS ARISING FROM ONE PARTY'S INFRINGEMENT OF THE OTHER'S INTELLECTUAL PROPERTY RIGHTS OR FOR A VIOLATION OF SECTION 7 OR PARAGRAPH 8.4, NEITHER PARTY SHALL BE LIABLE TO THE OTHER OR ITS AFFILIATES FOR INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOSS OF PRODUCTION TIME, PROFITS, REVENUE OR BUSINESS) RESULTING FROM OR IN ANY WAY RELATED TO THIS AGREEMENT, OR THE TERMINATION OF THIS AGREEMENT. THIS LIMITATION APPLIES REGARDLESS OF WHETHER SUCH DAMAGES ARE SOUGHT BASED ON BREACH OF CONTRACT, NEGLIGENCE OR ANY OTHER LEGAL THEORY. EXCEPT AS PROVIDED ABOVE, IN NO CASE

SHALL THE LIABILITY OF EITHER PARTY TO THE OTHER IN CONNECTION WITH THIS AGREEMENT EXCEED THE AMOUNT PAID TO ARCHITECT UNDER PARAGRAPH 1.4. THE PARTIES AGREE THAT FOR PURPOSES OF THIS AGREEMENT, A PARTY'S DIRECT DAMAGES SHALL INCLUDE THE TOTAL EXPENDITURE (INCLUDING BOTH DIRECT AND INDIRECT EXPENSES) MADE BY SUCH PARTY IN THE PERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT.

8.2. Relationship of the Parties. It is expressly understood and agreed that the relationship between Architect and Manufacturer is that of independent contractors. This Agreement does not create any agency, partnership, or joint venture relation between Architect and Manufacturer or establish an employer and employee relationship between them. Neither Party shall make any representations that it has any right to act for or bind the other or hold itself out as the agent for the other any purpose or incur any obligation on behalf of the other.

8.3. Employee Matters. Manufacturer assumes full and sole responsibility for paying all compensation and expenses of Manufacturer's employees and independent contractors and for all state and federal income tax, unemployment insurance, Social Security, and other applicable withholding with respect to Manufacturer's employees. Manufacturer shall provide workers' compensation insurance for Manufacturer's employees and agents and shall hold harmless, indemnify and defend Architect for any claims arising out of any injury, disability, or death of any of Manufacturer's employees, independent contractors or agents.

8.4. Compliance with Laws. Each Party shall comply with all laws and regulations applicable to its duties under the Agreement.

8.5. Governing Law. The validity, construction and performance of this Agreement shall be governed by and interpreted in accordance with the laws of the State of Washington without regard to its provisions on the conflicts of laws. Any disputes arising out of or related to this Agreement, shall be subject to the exclusive jurisdiction of, and venue in, the state and federal courts located in King County, Washington.

8.6. Notices. All notices required or permitted under this Agreement shall be in writing and shall be deemed to be given (a) when personally delivered; (b) five (5) days after mailing when mailed by registered or certified mail, postage prepaid; (c) on the day of sending when sent by facsimile (with recorded transmission completion); or (d) two (2) days after sending when sent by reputable express courier, delivery charges prepaid, and addressed as follows:

To: Olson Kundig Architects, Inc.
Attn: Kirsten Murray
159 S. Jackson Street, Suite 600
Seattle, WA 98104
Tele: 206-624-5670
Fax: 206-624-3730

To: 12th Avenue Iron, Inc.
Attn: Steve Marks
1415 12th Avenue
Seattle, WA 98122
Tele: 206-325-0792

Any changes of address of a Party shall be promptly communicated in writing to the other Party.

8.7. Assignment. This Agreement may not be assigned by any Party without the prior written consent of the other Party, which consent shall not be unreasonably withheld. No assignment shall relieve any Party of responsibility for the performance of any accrued obligation which such Party then

has hereunder. Any attempted assignment in violation of this Paragraph 8.5 shall be void and without effect.

8.8. Severability. The provisions of this Agreement shall be deemed severable. If any provision in this Agreement shall be found or be held to be invalid or unenforceable, then the meaning of that provision shall be construed, to the extent feasible, to render the provision enforceable, and if no feasible interpretation would save such provision, it shall be severed from the remainder of this Agreement, which shall remain in full force and effect unless the provisions that are invalid or unenforceable substantially impair the value of the entire Agreement to either Party. In such event, the Parties shall use their respective reasonable efforts to negotiate a substitute, valid and enforceable provision which most nearly affects the Parties' intent in entering into this Agreement.

8.9. Waiver. No waiver of any term, provision or condition of this Agreement whether by conduct or otherwise in any one or more instances shall be deemed to be or construed as a further or continuing waiver of such term, provision or condition or of any other term, provision or condition of this Agreement.

8.10. Binding Effect. This Agreement shall bind the Parties, their successors, trustee in bankruptcy, and permitted assigns.

8.11. Force Majeure. No Party shall be considered in default or be liable to the other Party for any delay in performance or non-performance caused by circumstances beyond the reasonable control of such Party, including but not limited to acts of God, explosion, fire, flood, war, whether or not declared, accident, labor strike or labor disturbances, inability to procure supplies from third party vendors, sabotage, order or decrees of any court, or action of government authority.

8.12. Non-Exclusive. This Agreement is non-exclusive, and the Parties are free to pursue other business opportunities.

8.13. Counterparts. This agreement may be executed in counterparts, in which event all executed copies taken together or a copy with all of the signature pages attached thereto, shall constitute one and the same instrument, shall become effective when one or more counterparts have been signed by each Party and delivered to the other Party, and the "Effective Date" shall be the date upon which the last of the two signatures below is made.

[signature page follows]

IN WITNESS WHEREOF, the Parties, through their respective duly authorized officers, have executed this Agreement as of the latest date set forth below:

OLSON KUNDIG ARCHITECTS, INC.

12th AVENUE IRON INC.

By _____
Name _____
Title _____

Date _____

By _____
Name _____
Title _____

Date _____

EXHIBIT 2



US00D792197S

(12) **United States Design Patent** (10) **Patent No.:** **US D792,197 S**
Kundig (45) **Date of Patent:** **** Jul. 18, 2017**

(54) **HALF-PIPE COAT HOOK**
 (71) Applicant: **Olson Kundig, Inc.**, Seattle, WA (US)
 (72) Inventor: **Thomas Kundig**, Seattle, WA (US)
 (73) Assignee: **Olson Kundig, Inc.**, Seattle, WA (US)
 (**) Term: **15 Years**

D268,314 S * 3/1983 Smith D8/349
 D316,956 S * 5/1991 Hoskinson D8/367
 D355,349 S * 2/1995 Taparauskas, Jr. D8/349
 D646,957 S * 10/2011 Syed D8/363
 D684,034 S * 6/2013 Vaughan D8/349
 D707,535 S * 6/2014 Burr D8/363

(21) Appl. No.: **29/564,614**
 (22) Filed: **May 13, 2016**
 (51) **LOC (10) Cl.** **08-05**
 (52) **U.S. Cl.** **D8/371**
 (58) **Field of Classification Search**
 USPC D8/16, 19, 349, 363, 367, 366, 371, 372,
 D8/373; D6/650, 323, 327, 567
 CPC A47G 25/0614; A47G 25/18; A47G 25/32;
 A47G 29/00; E05B 1/0015; E05C 17/50;
 E05C 19/02; E05C 3/045; E05C 3/30;
 F16M 13/022
 See application file for complete search history.

OTHER PUBLICATIONS

Tom Kundig Hardware Collection posted on Aug. 1, 2013 by Rachel Hennessey on Architizer found on Mar. 2, 2017 at <http://architizer.com/blog/architects-olson-and-kundig-launch-furniture-and-hardware-lines/>.*

* cited by examiner

Primary Examiner — Robert M Spear
Assistant Examiner — Eliza Bennett-Hattan
 (74) *Attorney, Agent, or Firm* — Lane Powell, P.C.

CLAIM

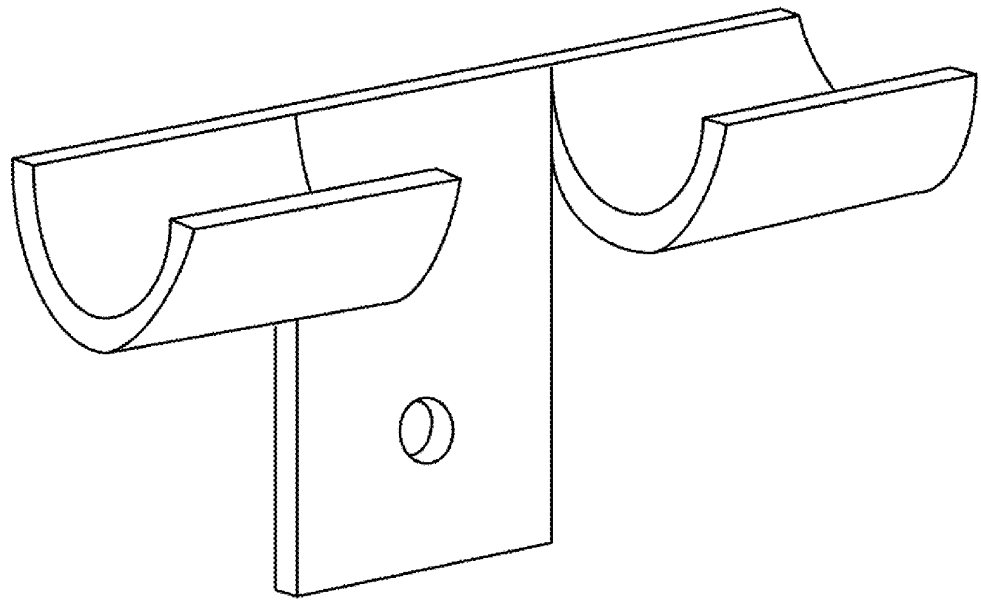
(57) The ornamental design for a half-pipe coat hook, as shown and described.

DESCRIPTION

FIG. 1 is a front isometric view of the half-pipe coat hook;
 FIG. 2 is a front view thereof;
 FIG. 3 is a back view thereof;
 FIG. 4 is a top view thereof;
 FIG. 5 is a bottom front view thereof;
 FIG. 6 is a left side view thereof; and,
 FIG. 7 is a right side view thereof.

1 Claim, 2 Drawing Sheets

(56) **References Cited**
 U.S. PATENT DOCUMENTS
 D108,649 S * 3/1938 Savaglio D8/366
 D168,074 S * 10/1952 Symington D8/354
 D201,638 S * 7/1965 Fenburr D8/371
 D240,351 S * 6/1976 Generalis D12/115



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Jul. 18, 2017

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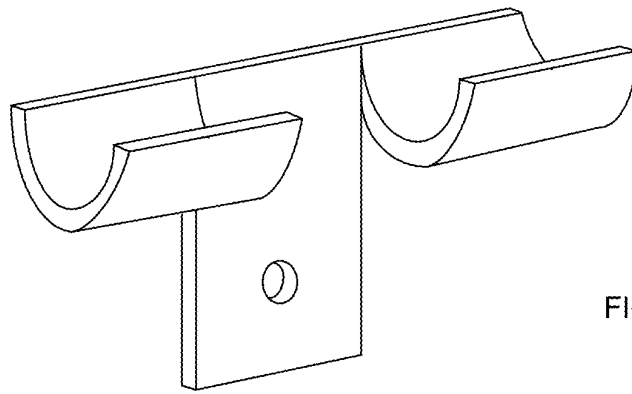


FIG. 1

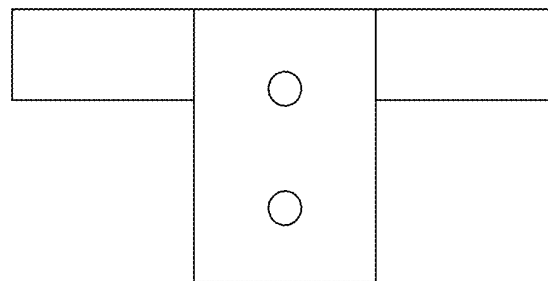


FIG. 2

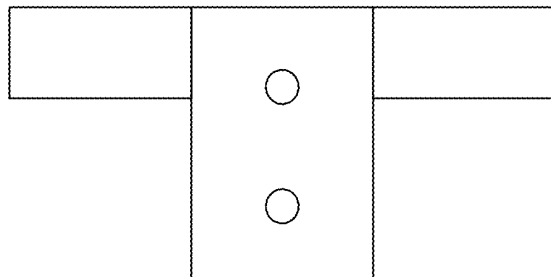


FIG. 3

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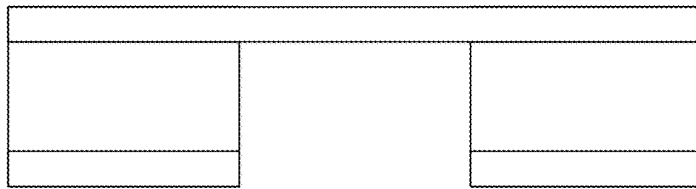


FIG. 4

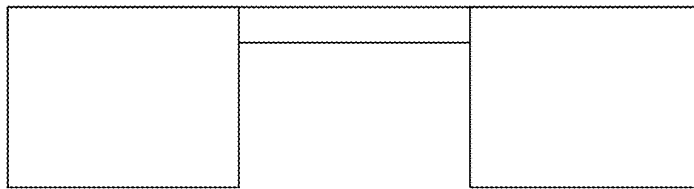


FIG. 5

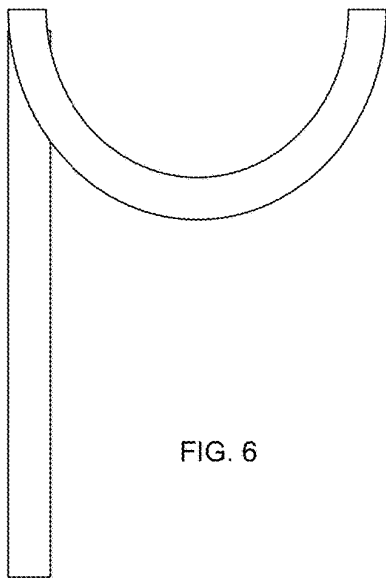


FIG. 6

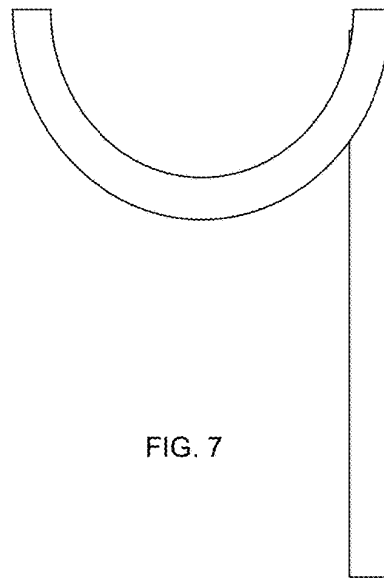


FIG. 7

EXHIBIT 3



US00D799933S

(12) **United States Design Patent** (10) **Patent No.:** **US D799,933 S**
Kundig (45) **Date of Patent:** **** Oct. 17, 2017**

(54) **NO-PEEK LATCH** 7,320,235 B2* 1/2008 Belden, Jr. E05B 73/0023
 206/1.5
 (71) Applicant: **Olson Kundig, Inc.**, Seattle, WA (US) 7,562,547 B2* 7/2009 Avganim E05B 73/0082
 70/14
 (72) Inventor: **Thomas Kundig**, Seattle, WA (US) D614,476 S * 4/2010 Buhse D8/330
 D620,340 S * 7/2010 Liljeqvist D8/330
 (73) Assignee: **OLSON KUNDIG, INC.**, Seattle, WA D633,367 S * 3/2011 Scherr D8/331
 (US) D633,368 S * 3/2011 Taylor D8/331
 D634,605 S * 3/2011 Guimaraes D15/28
 8,070,491 B2* 12/2011 Mundwiler A61C 8/0087
 (**) Term: **15 Years** 206/63.5
 D775,928 S * 1/2017 Euchner D8/330
 (21) Appl. No.: **29/564,626** D775,942 S * 1/2017 Chapman D8/330

* cited by examiner

(22) Filed: **May 13, 2016**
 (51) **LOC (10) Cl.** **08-07**
 (52) **U.S. Cl.**
 USPC **D8/331**
 (58) **Field of Classification Search**
 USPC D8/330, 331, 336, 339, 343, 349, 350,
 D8/354, 382, 400, 300, 301, 302; 70/14,
 70/51, 52, 57, 57.1, 67, 69, 78, 85, 86,
 70/88, 141, 262, 263, 431, 218, 221, 203;
 292/32, 358, 359, DIG. 68, DIG. 30, 137,
 292/106, 108, 336.3
 CPC E05B 3/00; E05B 9/00; E05B 2009/004;
 E05B 47/00; E05B 55/00; E05B 15/00;
 E05C 7/00; E05C 19/08
 See application file for complete search history.

Primary Examiner — Prabhakar G Deshmukh
 (74) *Attorney, Agent, or Firm* — Lane Powell, PC

(57) **CLAIM**

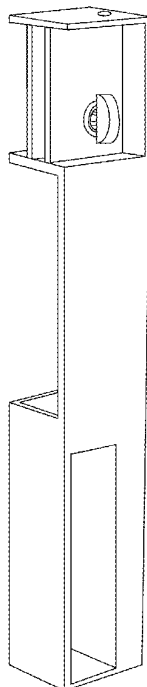
The ornamental design for a no-peek latch, as shown and described.

DESCRIPTION

FIG. 1 is a perspective view of a no-peek latch showing my new design;
 FIG. 2 is a top view thereof;
 FIG. 3 is a bottom view thereof;
 FIG. 4 is a front view thereof;
 FIG. 5 is a back front view thereof;
 FIG. 6 is a left side view thereof; and,
 FIG. 7 is a right side view thereof.

(56) **References Cited**
 U.S. PATENT DOCUMENTS
 D440,142 S * 4/2001 Mlinaric D8/331
 D560,467 S * 1/2008 Pattison D8/331

1 Claim, 3 Drawing Sheets



U.S. Patent

Oct. 17, 2017

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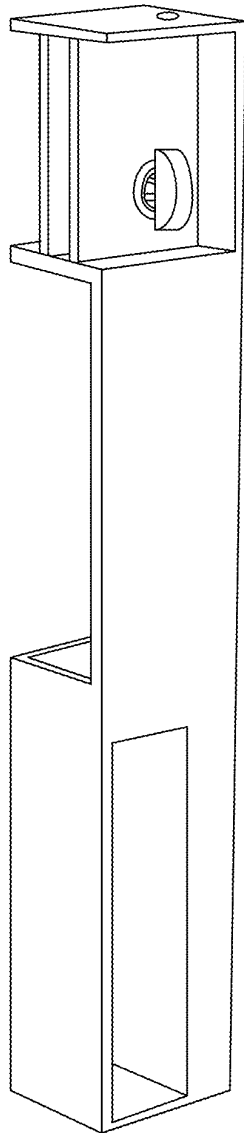


FIG. 1

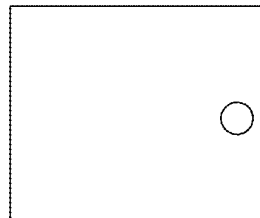


FIG. 2



FIG. 3

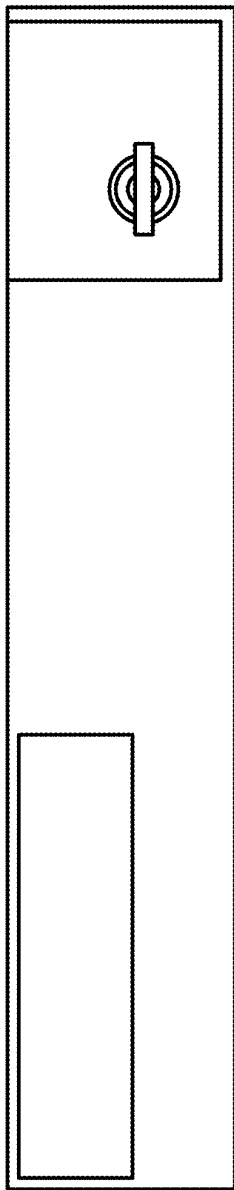


FIG. 4

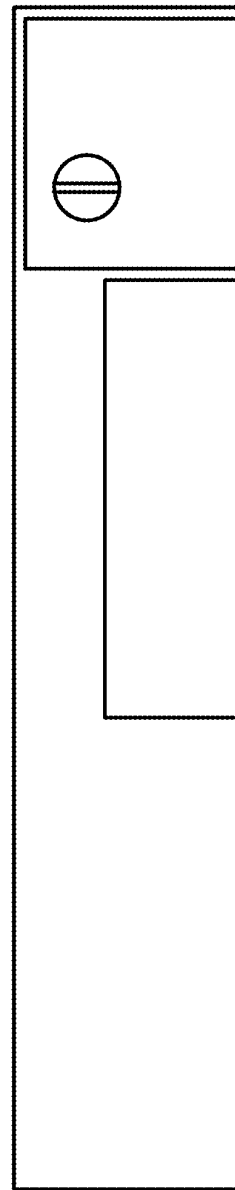


FIG. 5

U.S. Patent

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US D799,933 S

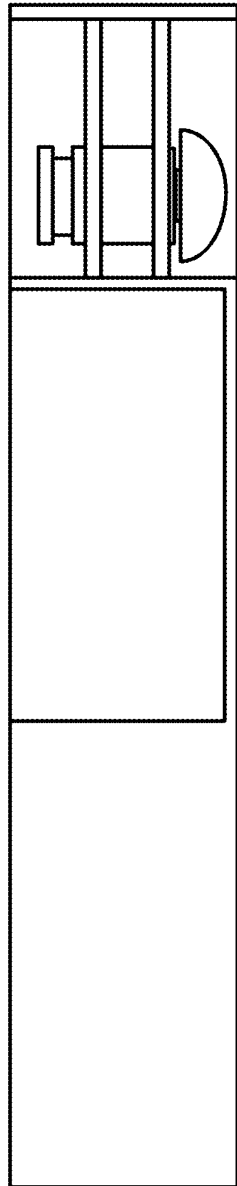


FIG. 6

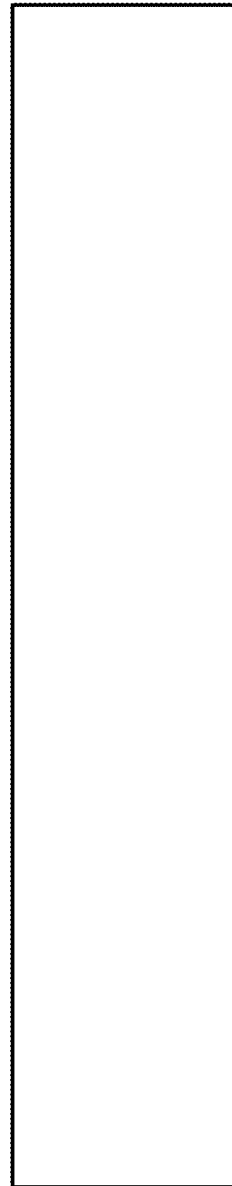


FIG. 7

EXHIBIT 4



US00D818352S

(12) **United States Design Patent** (10) **Patent No.:** **US D818,352 S**
Kundig (45) **Date of Patent:** **** May 22, 2018**

(54) **HOOK**
 (71) Applicant: **Olson Kundig, Inc.**, Seattle, WA (US)
 (72) Inventor: **Thomas Kundig**, Seattle, WA (US)
 (73) Assignee: **Olson Kundig, Inc.**, Seattle, WA (US)
 (**) Term: **15 Years**

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(21) Appl. No.: **29/564,623**
 (22) Filed: **May 13, 2016**
 (51) **LOC (11) Cl.** **08-05**
 (52) **U.S. Cl.**
 USPC **D8/367**
 (58) **Field of Classification Search**
 USPC D8/367, 107, 372, 373, 21, 26, 363, 349,
 D8/371, 19; D6/323, 546, 548, 550, 567,
 D6/569, 572, 327, 650; D23/263, 262;
 88/367, 372, 350
 CPC A47G 25/0614; A47G 25/18; A47G 25/32;
 A47G 29/00; E05B 1/0015; G01M 3/022
 See application file for complete search history.

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Primary Examiner — Ian Simmons
Assistant Examiner — Yolanda Robinson
 (74) *Attorney, Agent, or Firm* — Lane Powell, PC

(57) **CLAIM**

The ornamental design of a hook, as shown and described.

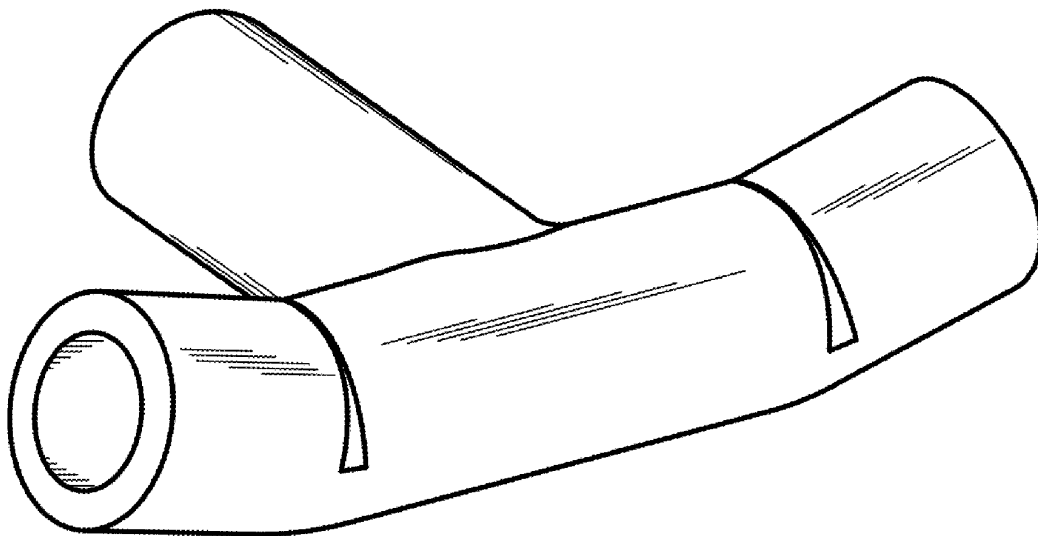
DESCRIPTION

FIG. 1 is a front isometric view of the hook;
 FIG. 2 is a front view thereof;
 FIG. 3 is a back view thereof;
 FIG. 4 is a left view thereof;
 FIG. 5 is a right front view thereof;
 FIG. 6 is a bottom side view thereof; and,
 FIG. 7 is a top side view thereof.

The broken lines shown in FIGS. 2 and 3 represent unclaimed subject matter and form no part of the claimed design.

1 Claim, 2 Drawing Sheets

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U.S. Patent

May 22, 2018

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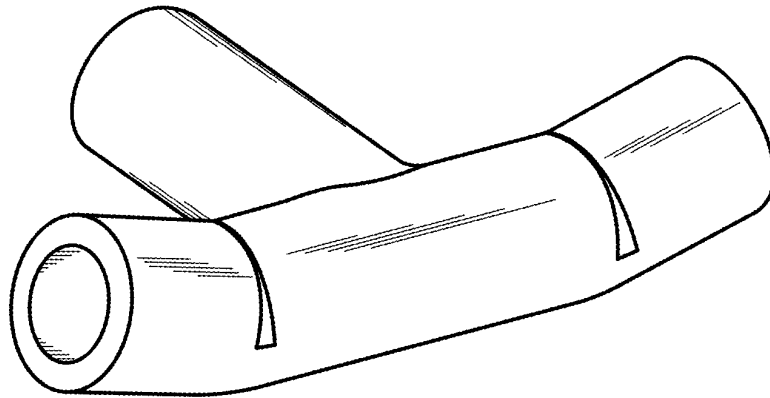


FIG. 1

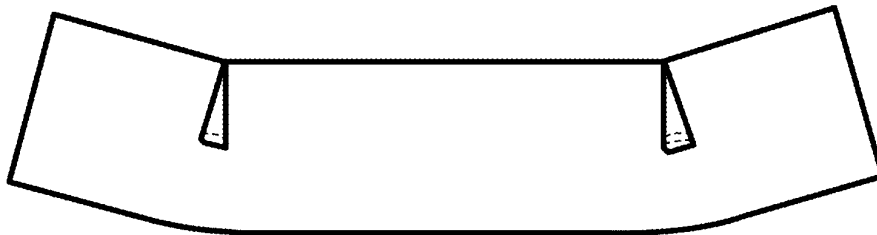


FIG. 2

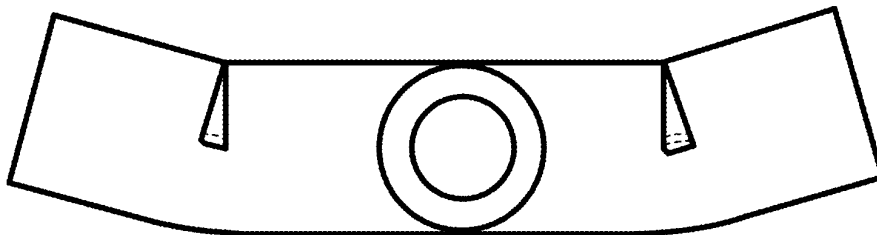


FIG. 3

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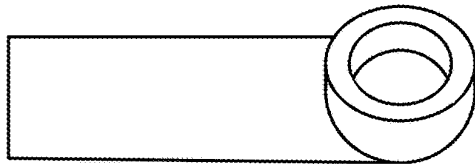


FIG. 4

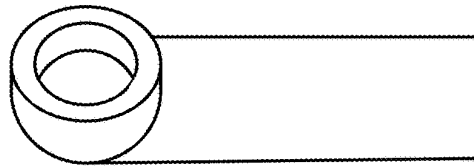


FIG. 5

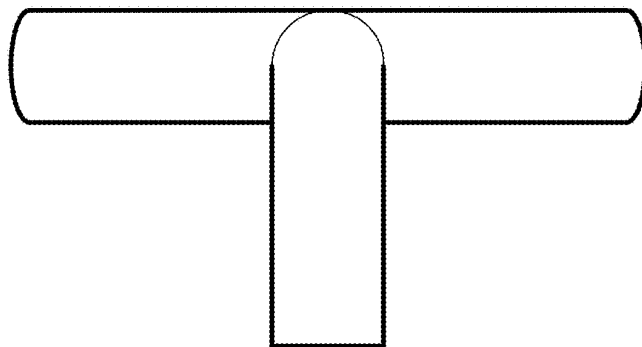


FIG. 6

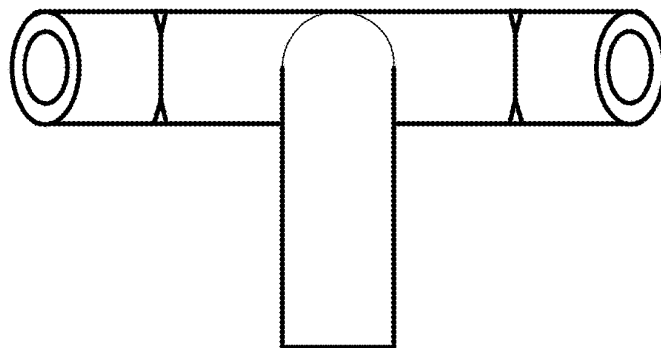


FIG. 7

EXHIBIT 5



US00D827422S

(12) **United States Design Patent** (10) **Patent No.:** **US D827,422 S**
Kundig (45) **Date of Patent:** **** Sep. 4, 2018**

(54) **HOOK**
 (71) Applicant: **Olson Kundig, Inc.**, Seattle, WA (US)
 (72) Inventor: **Thomas Kundig**, Seattle, WA (US)
 (73) Assignee: **OLSON KUNDIG, INC.**, Seattle, WA (US)
 (**) Term: **15 Years**
 (21) Appl. No.: **29/564,619**

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 248/304

(22) Filed: **May 13, 2016**
 (51) **LOC (11) Cl.** **08-08**
 (52) **U.S. Cl.**
 USPC **D8/382**; D6/323
 (58) **Field of Classification Search**
 USPC D8/349, 354, 382, 373, 367, 499;
 D6/317, 323, 327, 328, 553
 CPC A47G 25/0607; A47G 25/28; A47G 25/26;
 A47G 25/32; A47G 25/746; A47G 25/06;
 A47G 29/00
 See application file for complete search history.

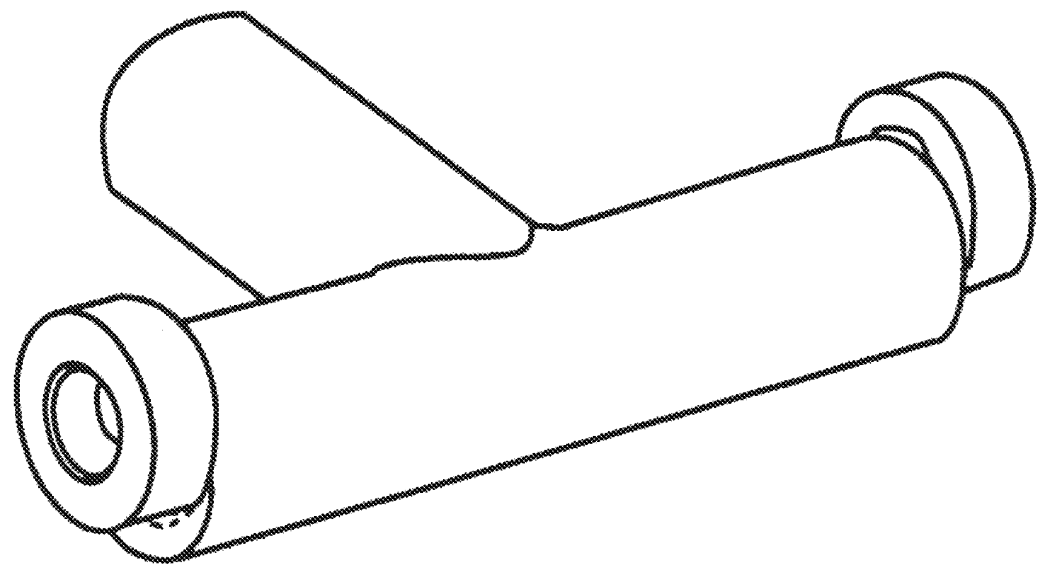
* cited by examiner
Primary Examiner — Sandra S Snapp
Assistant Examiner — Ieisha N Price
 (74) *Attorney, Agent, or Firm* — Lane Powell, PC; Kevin Jablonski

(57) **CLAIM**
 The ornamental design for a hook, as shown and described.

DESCRIPTION
 FIG. 1 is a front isometric view of the slip hook;
 FIG. 2 is a front view thereof;
 FIG. 3 is a back view thereof;
 FIG. 4 is a top view thereof;
 FIG. 5 is a bottom view thereof;
 FIG. 6 is a left side view thereof; and,
 FIG. 7 is a right side view thereof.
 The broken lines in the drawings illustrate portions of the hook and form no part of the claimed design.

(56) **References Cited**
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 403/174

1 Claim, 2 Drawing Sheets



U.S. Patent

Sep. 4, 2018

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US D827,422 S

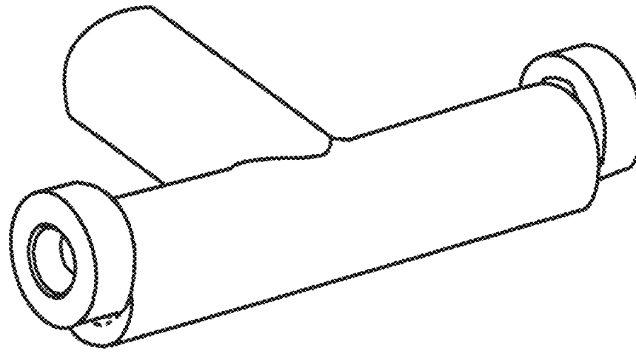


FIG. 1

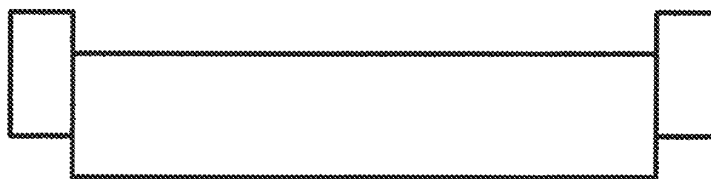


FIG. 2

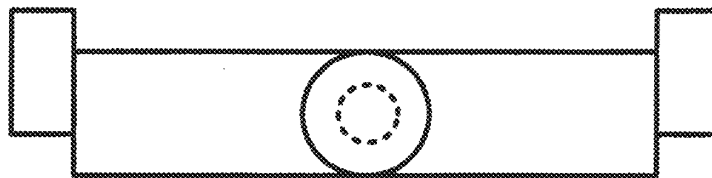


FIG. 3

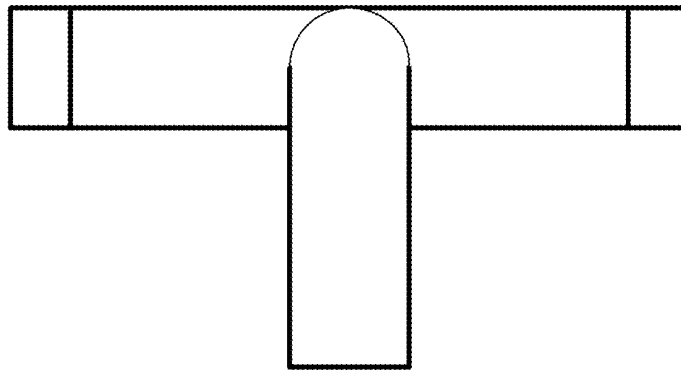


FIG. 4

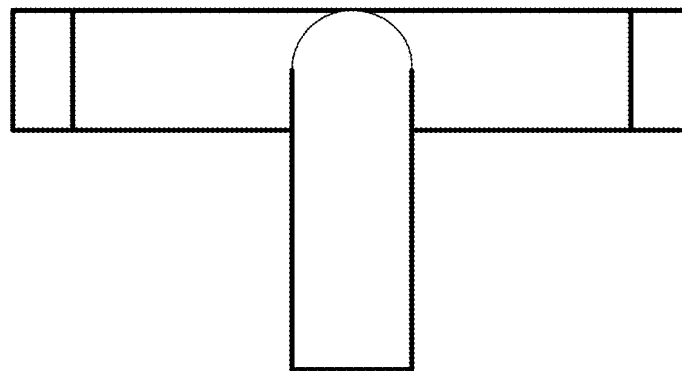


FIG. 5



FIG. 6



FIG. 7