SYLVESTER GAYOWSKI,

APPLICANT – REQUÉRANT

TRADE MARK – MARQUE DE COMMERCE

~~KAISER~~ KAISER

8051.1

EGGUM, ABRAMETZ & MILLS, Associates
100 ROYAL BANK BUILDING,
PRINCE ALBERT, SASKATCHEWAN,
S6V 4V7.

CCA 1896 (6-8

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Hegan			29/11/84	23/1/85		

CCA-1461 (3-82)

Consumer and Corporate Affairs Canada — Consommation et Corporations Canada

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Approval Notice Sent

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K.C. Magic Data

Nov 15, 2016

Industry Canada Industrie Canada
CIPO OPIC

A/M/J . . . Y/M/D
2016/11/16
326 - 16
C004244532

Examination Section

RE: (KAISER) Trade-mark No TMA299,319
Your File 502052(1)

C. Lewis

Dear Sir or Madam:

In my previous correspondence on February 20, 2016 I had submitted a response concerning the entry of KAISER in the online Oxford Reference.

It was my understanding at that time the entry in question was removed based on what I had observed through the only web link that was available to me here; *https://en.oxforddictionaries.com/definition/kaiser*

Apparently the entry was never part of www.oxforddictionaries.com as it was only shown on www.oxfordreference.com. I do not have access to oxfordreference.com since it requires a subscription. I assumed what was shown with their dictionaries link would be the same as their reference link. I was informed later that the entry was in fact not altered but only because they were having trouble editing their online database. I am now assured first hand that the entry is changed to a proper proprietary term, which would suggest the aforesaid objection has been overcome. (Please see attached email printouts)

In my previous letter I also stated to" invoke the benefit of section 12(2), if still required". I apologize; I misunderstood the reference to 12(2) and how it applies to this application. The previous Examiner suggested I could use section 12(2) but I now know it was because of the "type" definition with Oxford. I do not believe it is required and wish to withdraw my request to invoke section 12(2).

Furthermore, I would also like to clarify this application in more detail. *Although this is considered as a new application, it is still relative to the original trade-mark that signifies Kaiser became distinctive as a "Card Game" in 1983 and the original trade-mark does effectively govern this in Canada.*

Isn't it the purpose of each trade-mark to become recognized as its wares? I believe mine has done this, and it is because of the product Gayowski sold in the 1980's. Kaiser was not a known card game in 1983 but is now, so what happened between then and today? Some people will not relate Kaiser to a product, even though there were 100,000 packages sold in a province of only 1 million people in the 1980's.

A single purchase of the game taught 4 people how to play because it is a 4-player game. This can grow exponentially over decades if played with a regular deck of cards. Using a regular deck of cards is private non-commercial use and it should not conflict with the future use of the trade-mark. If someone was taught this game but never purchased it, they might assume that it is public domain like every other card game.

Any mention of Kaiser as a card game on the Internet came years later and references the personal private use of the name even though the sales provided the Legacy of the game in Saskatchewan. If a website lists the rules to Kaiser it is because Kaiser does have official rules. They are the ones that were sold with the packages in the 1980's and the same that are in my software and on my website since 1996. If I web search "rules to scrabble", the first site I see; www.scrabblesite.com contains the rules, yet it is not a Hasbro website. I can also search rules to Yahtzee and find numerous sites listing the rules, yet still a Hasbro product that can also be played with any set of dice.

I am not aware of other trademarked card games other than Uno and Wizard. The similar card games at that time were Three-Spot and Troika. A trade-mark search shows "Troika" was also registered at one time for use as "Board games". Gayowski told me he took a variation from both these games when he wrote his rules to Kaiser. When Gayowski chose the name of this card game he went through the proper channels of registering it. The CIPO allowed his registration because it was not a known card game at that time. I doubt Hearts, Euchre, Poker, Bridge, Cribbage, Spades or Solitaire would have been approved.

Unfortunately, the drawback with this trade-mark is that people can use the name privately and not associate it to a purchase of a product. The public may assume that because we can play a game with a regular deck of cards and call it Kaiser, then Kaiser isn't a trademark. Fortunately, a trade-mark does not need to be popular or well known to be applicable. I know a KitKat is a candy bar but I do not know who makes them. If a consumer buys a deck of playing cards but uses them to play Kaiser, they did not buy Kaiser. I could always take any pie plate, throw it around and call it a Frisbee but that doesn't mean Wham-O didn't trade-mark it first and sell them.

If the essential function of a trade-mark is to exclusively identify the commercial source or origin of products or services, then I believe mine has done that. The source has always been through my predecessor or me. This has held true for 33 years. The only difference now is If a consumer wishes to buy a "card game" titled Kaiser then their only choice is to buy it as a computer game because digital is now the source for many purchases including music, books, movies and games.

Although I am not the original person to register KAISER in 1983, you can see in the affidavit signed by Sylvester Gayowski that he chose the name, crafted the rules and was the first to use the KAISER name for a Card Game. It is my understanding that when the original trade-mark was granted in 1983 that this owner had exclusive use of the mark for sales on all playing card games and this included computer playing card games. *The original trademark does have me Kevin Currie, on file under Footnotes as "Record License Agreement" (*evidence on File No. 502052). If the original wares of the trade-mark are registered as "playing card game" then extending those wares to include "computer games" should also be accepted because these are wares that were and are still used with the trade-mark name on them.

I do not see any reason why this application should not be approved and move on to the next stage.

Please, use the affidavits and sample pictures in the last correspondence to demonstrate that what I have expressed here is factual and not just circumstantial.

Thank you for your attention to this application.

Sincerely,

Kevin Currie
Trade-mark Owner

From: "MAIER, Eleanor" <eleanor.maier@oup.com>
Subject: RE: 'Kaiser' in Oxford Reference Online
Date: July 25, 2016 at 4:53:20 AM CST
To: 'Kevin Currie' <kevin@kaisergame.com>
Cc: "SPILLANE, Jo" <jo.spillane@oup.com>, "STEVENSON, Angus" <angus.stevenson@oup.com>

Dear Mr Currie,

Thank you for your email. I apologize for not replying sooner: a failure with our email servers has meant that I am only now able to access email from the last week or so.

Please be assured that we are still trying to resolve this issue and I am currently working on obtaining a log-in for Oxford Reference for you, so that you will be able to check the entry yourself. In the meantime you may cite this correspondence in your response to the CIPO.

Finally, I would like to reiterate the note on proprietary status that accompanies our dictionaries:

This dictionary includes some words which have or are asserted to have proprietary status as trade marks or otherwise. Their inclusion does not imply that they have acquired for legal purposes a non-proprietary or general significance nor any other judgement concerning their legal status. In cases where the editorial staff have some evidence that a word has proprietary status this is indicated in the entry for that word but no judgement concerning the legal status of such words is made or implied thereby.

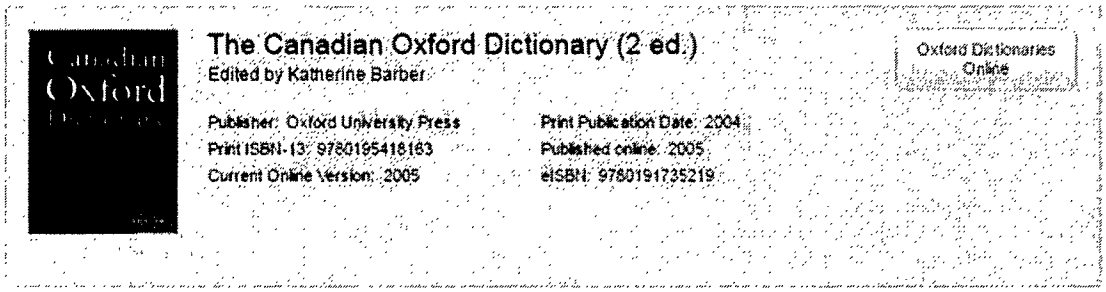
Given that 'Kaiser' is currently a registered trademark in Canada for card games, we are endeavouring to change the entry to reflect this. However, as the note states, the inclusion of the word does not imply that it has acquired for legal purposes a non-proprietary or general significance.

Yours sincerely,
Eleanor Maier

From: "MAIER, Eleanor" <eleanor.maier@oup.com>
Subject: RE: 'Kaiser' in Oxford Reference Online
Date: August 16, 2016 at 3:54:48 AM CST
To: Kevin Currie <kevin@kaisergame.com>
Cc: "SPILLANE, Jo" <jo.spillane@oup.com>, "STEVENSON, Angus" <angus.stevenson@oup.com>

Dear Mr Currie,

I'm pleased to let you know that the amended entry for 'kaiser' in Oxford Reference Online has now gone live:



kaiser /ˈkaizɜr/ a

- *noun*

1. *hist.* an emperor, esp. the German Emperor, the Emperor of Austria, or the head of the Holy Roman Empire.
2. *N Amer.* (in full **kaiser roll**) a large crusty bread roll made by folding the corners of a square of bread dough into the centre, resulting in a pinwheel pattern when baked
3. *Cdn (Sask.) proprietary* a whist-based card game played esp. in Saskatchewan.

– ORIGIN in modern English from German *Kaiser* and Dutch *keizer*; in Middle English from Old English *cāsere* from Germanic adoption (through Greek *kaisar*) of Latin *Caesar*: see Caesar[1].

Yours sincerely,
Eleanor Maier

Office de la propriété intellectuelle du Canada

Un organisme d'Industrie Canada

50, rue Victoria
Place du Portage I
Gatineau (Québec) K1A 0C9

Canadian Intellectual Property Office

An Agency of Industry Canada

50 Victoria Street
Place du Portage I
Gatineau, Quebec K1A 0C9

Date	20 avr/Apr 2016
Votre référence - Your reference	
Numéro de dossier - File number	502052

Kevin Currie
PO Box 21081
Saskatoon
SASKATCHEWAN S7H 5N9

Propriétaire - Owner

Kevin Currie

Marque de commerce - Trade-mark

KAISER

CONFIRMATION DE MODIFICATION

Nous vous avisons que le (la) suivant(e) a été révoqué(e) comme représentant pour signification pour la (toutes les) marque(s) mentionnée(s).

CONFIRMATION OF CHANGE

This is to notify you that the following firm has been revoked as representative for service in respect of the mentioned trade-marks(s).

TERRY J. ZAKRESKI
(STEVENSON HOOD THORNTON BEAUBIER LLP)
SUITE 500, 123 - 2nd AVENUE SOUTH
SASKATOON
SASKATCHEWAN S7K 7E6

Marque(s) de commerce / Trade-mark(s) :

TMA299,319	502052	KAISER
TMA299,319	502052(1)	KAISER

Registraire des marques de commerce
Registrar of Trade-marks

Contact: Anne Tremblay
Section des cessions et renouvellements/
Assignment and Renewal Section
819-635-5221

K.C. Magic Data
Kevin Currie PO Box 21081, Saskatoon, Sask S7H5N9

502052(1)

Industry Canada Industrie Canada
CIPO OPIC

A/M/J. . . . . Y/M/D
2016/04/08
099 - 16
D002837186

April 8, 2016

Canadian Intellectual Property Office
Att.: Client Service Center
Re: KAISER TMA299,319
Your file: 502052(1)

I wish to correspond directly with the CIPO with regards to my trademark extension application and therefore request that my current agent of Terry J Zakreski be revoked as Agent and Representative For Service, effective immediately.

Please see page 2 with further instructions to the current examiner of this request.

Sincerely,

Kevin Currie
Trademark Owner
306 931-3470

K.C. Magic Data

Kevin Currie PO Box 21081, Saskatoon, Sask S7H5N9

Industry Canada Industrie Canada

A/M/J .. . Y/M/D

2016/04/08

099 - 16

CIPO OPIC D002837187

April 8, 2016

Canadian Intellectual Property Office
Att.: Stephanie Soulière
Re: KAISER TMA299,319
Your file: 502052(1)

I have requested revocation of my current agent so that I may correspond directly to your office. Previously on Feb 20, 2016 I had mailed my response to the current examiner unaware that it was not permissible. I do not wish to abandon this application and would therefore request my documents that were sent on Feb 20 be used as my proper response to avoid having to send them again. I will also follow up on the progress after the revocation of the Agent to make sure that I have met all deadlines.

Sincerely,

Kevin Currie
Trademark Owner
306 931-3470
kevin@kaisergame.com

FAX

Phone: 306 931-3470
Fax: 306 931-3470 (Manual Fax only)
Email: kevin@kaisergame.com

To: 819 953 2476

Fax: 306 931-3470 (Manual Fax only)

Phone: 306 931-3470

Re: Your file: 502052(1)

Reason: Revocation of Agent and Representative

Priority: Urgent

From: Kevin Currie

Pages: 2 + cover

Date: 4/8/2016

CC:

Comments:

KAISER TMA299,319

K.C. Magic Data

February 20, 2016

Jordan Doyle
Examination Section

RE: (KAISER) Trade-mark No TMA299,319
Your File 502052(1)

Dear Jordan:

I am respectfully requesting to have my application for KAISER as a "Computer Game" or "Computer Card Game" reexamined with consideration to new amendments and the evidence attached.

Your key objection noted was the entry by the Canadian Oxford dictionary that would describe Kaiser as a type rather than as proprietary. I felt this definition was erroneous and unsubstantiated in describing a 32-year-old Trademark game. My obligation as a Trademark owner was to merely ask the people at Oxford, without bias, to explain their sources for accuracy regarding the definition of Kaiser as they had entered. Their response was that Kaiser was indeed Proprietary and should not have been entered as such. I quote their reply in part below;

"At Oxford Dictionaries we take pride in ensuring that our content is accurate, therefore we will amend the entry in Oxford Reference Online to reflect the fact that 'Kaiser' (in sense 3) is a proprietary term. You will be able to review the amended entry in a future online update and in any future print editions containing the entry."

A recent visit to the link would indicate their amendment was to remove the definition entirely. Please feel free to correspond with Oxford as to their motive and clarification for this removal. I fully understand that it is a Trademark owners responsibility to correct the pubic if their mark is misused or in danger of "genericide" including such entries.

Additionally I am also submitting evidence to prove distinctiveness and invoke the benefit of section 12(2) of the Trade-marks Act, if it is still required.

I will start by respectfully disputing, that Kaiser not be equally compared to such games, as euchre, cribbage or hearts on the basis that they are worldwide public domain and Kaiser is not. Any English speaking person knows those card games by name. Instead Kaiser has been isolated primarily to Saskatchewan and for known reasons.

A more particular comparison would be to the card game "Uno". https://en.wikipedia.org/wiki/Uno_(card_game)

I have only been the owner of the Trademark since 2014 but am well aware of the history and usage of the game over the past 32 years. I have used the Trademark myself for over 20 years. There are 2 primary reasons why Kaiser is referred to as a Saskatchewan game only.

1. The creator and his family are from Prince Albert, Saskatchewan.

2. The Computer Software is also from Saskatchewan.

The birth of Kaiser successfully started when S Gayowski and his family manufactured and distributed the game with his rules and regulations as a product in Saskatchewan in 1984. Eventually Kaiser was also played using a regular deck of playing cards after removing the unneeded cards.

The facts are that from 1984 to about 2000, the International Playing Card Company manufactured and sold one hundred thousand packages of the Kaiser game with Rules. These were primarily sold in Saskatchewan. Sales were mainly localized to Saskatoon, Prince Albert, Regina, Yorkton and small suburbs and towns. Sold in Drugstores, Cigar shops and game stores.

I recall my first purchase of the Kaiser game in 1987. It wasn't until 1992 that I was reintroduced to the game again and decided to make it available on computer. Overall it took me 3 years to complete my first version. I contacted the Trademark owner who lived in Prince Albert, Sask and completed a license agreement. I initially started with 2000 packages and sold them to local computer stores in the first year. In 1997 I created version 2 and had 5000 packages made and sold them across Saskatchewan. In 2002 I started on a new Internet Multi Player version that was officially introduced in 2005. From 2005 to present I have sold over 8000 memberships.

"Development of association with the user as a source of the goods through continued sales and advertising of the goods might turn a 'weak' mark into a strong, distinctive trademark. a mark which is initially a weak one may, by reason of subsequent use and promotion, acquire such distinctiveness that it can function as a significant indication of a particular producer as source of the goods with which it is used"

I have attached 2 affidavits along with evidence of frequent exclusive sales over a period over 32 years in order to prove this distinctiveness. It is also self-evident that no prior use or competition for use of the name exists in Canada other than a Trademark infringement challenge that ended with a name change. If necessary, I would also accept "Computer Card Games" as a secondary choice of wares if "Computer Games" were not specific enough.

"The strongest trademarks set themselves apart from others and leave the consumer with no doubt of the source of the product or service. These "strong" marks are distinctive enough to differentiate the product from the similar products of competitors, and can also withstand a judge's oversight enough to be widely protected from third party use."

I would also request that any replies to this specific correspondence only, be addressed back to me directly via the Trademark owners address on file below.

PO Box 21081
Saskatoon, Sask
S7H 5N9

Thank you in advance for your attention to this application.

Sincerely,

Kevin Currie
Trademark Owner

AFFIDAVIT OF Sylvester W Gayowski

Name: Sylvester W Gayowski
KAISER Trademark Registrant and Owner from 1984 - 2014

I, Sylvester W Gayowski, swear or affirm:

1. I was the exclusive Kaiser Trademark registrant and owner from 1984 to 2014

2. I was the first to file and the first to use the name Kaiser on a card game in the normal course of trade throughout Canada. Prior to registering the trademark, I was not aware of anyone else using the name Kaiser to promote, advertise or sell a card game with that name.

3. The rules and regulations regarding how Kaiser was to be played were crafted, written and copyright by me.

4. From 1984 to about 2000, the International Playing Card Company manufactured and sold one hundred thousand packages of trademarked Kaiser playing cards with my copyright rules included. They paid me royalties per package sold. They were primarily sold in Saskatchewan where I lived, and some selling into Alberta and Manitoba.

5. In 1995 the first computer software card game was licensed to use the Kaiser trademark and copyright rules. Royalties were paid to me by this software company for each game sold.

6. In 2014 I sold the Kaiser trademark to the above mentioned software company.

I SWEAR OR AFFIRM THAT THE ABOVE AND FOREGOING REPRESENTATIONS ARE TRUE AND CORRECT TO THE BEST OF MY INFORMATION, KNOWLEDGE, AND BELIEF.

Feb 11/16 _____ _____
Date Sylvester W Gayowski

PROV OF SASKATCHEWAN
CANADA

I, the undersigned Notary Public, do hereby affirm that Sylvester W Gayowski personally appeared before me on the 11 day of February, 2016 and signed the above Affidavit as his free and voluntary act and deed.

_____
Notary Public in and for Saskatchewan
my Appointment expires
Jan 31, 2017

ELEANN TRACY HACKL
Notary Public
My Appointment Expires Jan. 31 2017
SASKATCHEWAN

CRESCENT HEIGHTS PHARMACY
2805 - 6TH AVENUE EAST
PRINCE ALBERT SASK
S6V 6Z5

CANADIAN ROYALTY REPORT

KAISER CARDS

Licensee INTERNATIONAL PLAYING CARD COMPANY LIMITED GST# R102513579

Address P.O. BOX 188

City/Province WINDSOR, ONTARIO Postal Code N9A 6K1

DATE 01/15/93

Contact MR. P. TELFORD

Period OCT., NOV., DEC./92

Prepaid Royalty (if any)

Amount Shipped 3034 UNITS

Royalty Percentage .10/UNIT

Royalty Due for Period (Cdn Dollars) (detailed sales report attached) CDN $ 303.40

GST 7% CDN $ 21.64

Net Royalty Due For Period CDN $ 324.64

Total Royalties for this Report CDN $

Send cheque to: CRESENT HEIGHTS PHARMACY

We have examined this report and certify it to be a true and correct statement as reflected by our records for the above period.

Name P. TELFORD Title CONTROLLER

CRESCENT HEIGHTS PHARMACY
2805 6TH. AVE.
PRINCE-ALBERT, SASK
S6V 6Z5

Licensee INTERNATIONAL PLAYING CARD CO. GST#: R102513579

Address 140 Renfrew Drive, Suite 204

City/Province Markham, Ontario Postal Code L3R 6B3

Contact David Bruening/Chuck Carpenter DATE 1/16/96

Period Oct- Dec. 1995

Prepaid Royalty (if any) CDN $ -0-

Amount Shipped 5268 Units

Royalty Percentage .10/Units

Royalty Due for Period (Cdn Dollars) (detailed sales report attached) CDN $526.80

GST 7% CDN $ 36.88

Net Royalty Due For Period CDN $563.68

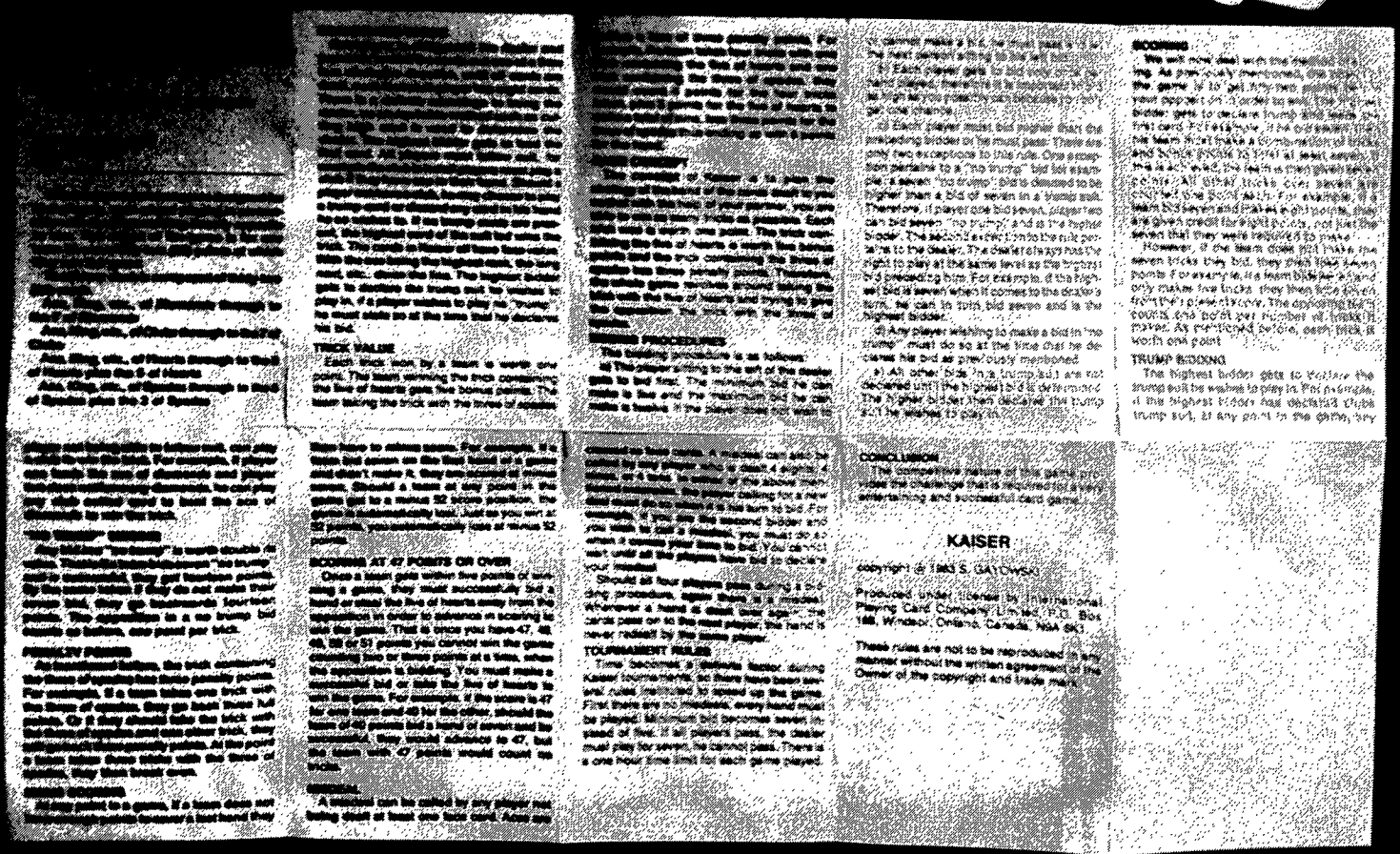
Total Royalties for this Report CDN $ 526.80

We have examined this report and certify it to be a true and correct statement as reflected by our records for the above period.

Name .....Dave Bruening..... Title .....General Accountant ..

Down 3/00 units in sales
Compared to same quarter in 1994

1984



TRICK VALUE

Each trick won, by a team is worth one point. The team winning the trick containing the five of hearts gets five bonus points. The team taking the trick with the three of spades

BIDDING PROCEDURE

The bidding procedure is as follows:

a) The player sitting to the left of the dealer gets to bid first. The minimum bid he can make is five and the maximum bid he can make is twelve. If the player does not wish to

COMMENTS

Each player must bid higher than the preceding bidder or he must pass. There are only two exceptions to this rule. One exception pertains to a "no trump" bid but example a seven "no trump" bid is deemed to be higher than a bid of seven in a trump suit. Therefore, if player one bid seven, player two can bid seven "no trump" and is the higher bidder. The second exception pertains to the dealer. The dealer always has the right to play at the same level as the trump bid preceding him. For example, if the highest bid is seven when it comes to the dealer's turn, he can in turn bid seven and is the highest bidder.

d) Any player wishing to make a bid in "no trump" must do so at the time that he declares his bid as previously mentioned.

e) All other bids in a trump suit are not declared until the highest bid is determined. The highest bidder then declares the trump suit he wishes to play in.

SCORING

As previously mentioned, the object of the game is to get forty two points to your opponent on. In order to win, the winning bidder gets to declare trump and leads the first card. For example, if the old seven bid team wins, that make a combination of tricks and bonus points to total at least seven, this is achieved, the team is then given ten points. All other tricks over seven are counted one point each. For example, if a team bid seven and makes eight points, they are given credit for eight points, not just the seven that they were required to make.

However, if the team does not make the seven tricks they bid, they then lose seven points for every trick. If a team bids seven and only makes five tricks, they then lose seven from their point total. The opposing team counts the point per number of tricks they make. As mentioned before, each trick is worth one point.

TRUMP BIDDING

The highest bidder gets to declare the trump suit he wishes to play in. For example, if the highest bidder has declared Club trump suit, at any point in the game, any

BIDDING AT 47 POINTS OR OVER

Once a team gets within five points of winning a game, they must successfully bid a hand or attack the five of hearts away from the opposition in order to advance in scoring to win the game. That is once you have 47, 48, 49, 50 or 51 points you cannot win the game obtaining two or three points at a time, when the opposition is bidding. You must make a successful bid or take the five of hearts to win the game. For example, if the score is 47 for one team and 40 for the other, should the team of 40 points bid a hand of seven and be successful, they would advance to 47, but the team with 47 points would count as tricks.

PENALTY POINTS

As mentioned before, the trick containing the three of spades has three penalty points. For example, if a team takes one trick with the three of spades, they go back three full points. Or if they should take the trick with the three of spades and one other trick, they will go back two penalty points. At the point a team takes three tricks with the three of spades, they then break even.

CONCLUSION

The competitive nature of this game provides the challenge that is required for a very entertaining and successful card game.

KAISER

Kaiser T.M.

For Four (4) Players
Ages 6 - Adult

Kaiser is a unique card game designed for four players, each player playing in partnership with the player sitting directly opposite to him. The object of the game is for one team to score fifty-two (52) points at which they win the game.

The Kaiser deck is composed of thirty-two (32) cards.

Ace, King, etc., of Diamonds through to the 7 of Diamonds

Ace, King, etc., of Clubs through to the 7 of Clubs

Ace, King, etc., of Hearts through to the 8 of Hearts plus the 5 of Hearts

Ace, King, etc., of Spades through to the 8 of Spades plus the 3 of Spades

DEALING THE CARDS

One player is designated the dealer and proceeds to deal the cards out one at a time in a clockwise direction, until all cards are dealt, such that each player has eight cards. There is a definite advantage to being the dealer, so an equitable method such as cutting high card is used to determine the dealer. The highest bidder gets to lead the first card. All players must follow suit, for example if a club is led all players must play a club if they have one in their hand. Should a player not have a club, he may choose to play a trump card or discard any card in his hand he so wishes to. If no trump cards are present, the highest card of the suit led wins the trick. The cards in Kaiser all have face value. With the ace being the highest rank, the king next, etc., down the line. The highest bidder gets to declare the trump suit he wishes to play in, if a player wishes to play no "trump", he must state so at the time that he declares his bid.

TRICK VALUE

Each trick won by a team is worth one point. The team winning the trick containing the five of hearts gets five bonus points. The team taking the trick with the three of spades suffers a loss of three penalty points. For example, if a team takes four tricks with one trick containing the five of hearts and one trick containing the three of spades, they would count 4 points for the four tricks taken, plus 5 points for the five of hearts to make a total of nine, less three points for the three of spades thus ending up with 6 points for the hand.

GAME CONCEPT

The concept of Kaiser is to plan the strategy of the hand of the cards dealt to you so that with the help of your partner, you are able to win as many tricks as possible. Each trick won is worth one point. The trick containing the five of hearts is worth five bonus points and the trick containing the three of spades has three penalty points. Therefore, the whole game revolves around taking the trick with the five of hearts and trying to give the opposition the trick with the three of spades.

BIDDING PROCEDURES

The bidding procedure is as follows:

a) The player sitting to the left of the dealer gets to bid first. The minimum bid he can make is five and the maximum bid he can make is twelve. If the player does not wish to or cannot make a bid, he must pass and let the next person sitting to his left bid.

b) Each player gets to bid only once per hand played, therefore it is important to bid as high as you possibly can because you only get one chance.

c) Each player must bid higher than the preceding bidder or he must pass. There are only two exceptions to this rule. One exception pertains to a "no trump" bid for example: a seven "no trump" bid is deemed to be higher than a bid of seven in a trump suit. Therefore, if player one bid seven, player two can bid seven "no trump" and is the higher bidder. The second exception to the rule pertains to the dealer. The dealer always has the right to play at the same level as the highest bid preceding him. For example, if the highest bid is seven when it comes to the dealer's turn, he can in turn bid seven and is the highest bidder.

d) Any player wishing to make a bid in "no trump" must do so at the time that he declares his bid as previously mentioned.

e) All other bids in a trump suit are not declared until the highest bid is determined. The higher bidder then declares the trump suit he wishes to play in.

SCORING

We will now deal with the method of scoring. As previously mentioned, the object of the game is to get fifty-two points before your opposition in order to win. The highest bidder gets to declare trump and leads the first card. For example, if he bid seven, then his team must make a combination of tricks and bonus points to total at least seven. If this is achieved, the team is then given seven points. All other tricks over seven are counted one point each. For example, if a team bid seven and makes eight points, they are given credit for eight points, not just the seven that they were required to make.

However, if the team does not make the seven tricks they bid, they then lose seven points. For example, if a team bids seven and only makes five tricks, they then lose seven from their present score. The opposing team counts one point per number of tricks it makes. As mentioned before, each trick is worth one point.

TRUMP BIDDING

The highest bidder gets to declare the trump suit he wishes to play in. For example, if the highest bidder has declared clubs trump suit, at any point in the game, any player not being able to follow suit, can play a club to win the trick. For example, if player one leads the ace of diamonds and player two does not have any diamonds, he can play any club suited card to beat the ace of diamonds to win the trick.

"NO TRUMP" BIDDING

Any bid in a "no trump" is worth double its value. That is if a team bids seven "no trump" and is successful, they get fourteen points. By the same token if they do not make their seven bid, they go backwards fourteen points. The opposition in a no trump bid counts as before, one point per trick.

PENALTY POINTS

As mentioned before, the trick containing the three of spades has three penalty points. For example, if a team takes one trick with the three of spades, they go back three full points. Or if they should take the trick with the three of spades and one other trick, they still go back three penalty points. At the point a team takes three tricks with the three of spades, they then break even.

MINUS SCORING

At any point in a game, if a team does not have enough points to cover a lost hand they then have to minus score. For example, if a team bid seven on the first hand of a game and didn't make it, they are scored at minus seven. Should a team at any point in the game get to a minus 52 score position, the game is automatically lost. Just as you win at 52 points, you automatically lose at minus 52 points.

SCORING AT 47 POINTS OR OVER

Once a team gets within five points of winning a game, they must successfully bid a hand or steal the five of hearts away from the opposition in order to advance in scoring to win the game. That is once you have 47, 48, 49, 50 or 51 points you cannot win the game counting two or three points at a time, when the opposition is bidding. You must make a successful bid or take the five of hearts to win the game. For example, if the score is 47 for one team and 40 for the other, should the team of 40 points bid a hand of seven and be successful, they would advance to 47, but the team with 47 points would count no tricks.

MISDEAL

A misdeal can be called by any player not being dealt at least one face card. Aces are classed as face cards. A misdeal can also be called by any player who is dealt 4 eights, 4 nines, or 4 tens. In either of the above mentioned examples, the player calling for a new deal must do so when it is his turn to bid. For example, if you are the second bidder and you wish to call a misdeal, you must do so when it comes your time to bid. You cannot wait until all the players have bid to declare your misdeal.

Should all four players pass during a bidding procedure, again there is a misdeal. Whenever a hand is dealt over again, the cards pass on to the next player, the hand is never redealt by the same player.

TOURNAMENT RULES

Time becomes a definite factor during Kaiser tournaments, so there have been several rules instituted to speed up the game. First there are no misdeals, every hand must be played. Minimum bid becomes seven instead of five. If all players pass, the dealer must play for seven, he cannot pass. There is a one hour time limit for each game played.

CONCLUSION

The competitive nature of this game provides the challenge that is required for a very entertaining and successful card game.

KAISER

Produced under license by International Playing Card Company Limited, P.O. Box 188, Windsor, Ontario, Canada, N9A 6K1.

French

Kaiser M.C.

Pour quatre (4) joueurs,
de 6 ans à l'âge adulte

Le Kaiser est un jeu de carte unique en son genre, conçu pour quatre personnes, les partenaires étant assis face à face autour de la table. L'objet d'une partie est de marquer cinquante-deux (52) points; la première des deux équipes qui atteint ce total gagne la partie.

Pour le Kaiser, le paquet de cartes ne compte que trente-deux (32) cartes.

L'as, le roi, etc. de carreau jusqu'au 7 de carreau inclusivement.

L'as, le roi, etc. de trèfle jusqu'au 7 de trèfle inclusivement.

L'as, le roi, etc. de coeur jusqu'au 8 de coeur inclusivement, plus le 5 de coeur.

L'as, le roi, etc. de pique jusqu'au 8 de pique inclusivement, plus le 3 de pique.

LA DISTRIBUTION DES CARTES

Le joueur qui a été désigné comme donneur distribue les cartes, une à la fois, dans le sens des aiguilles d'une montre, jusqu'à ce que chaque joueur ait huit cartes. Le fait d'être le donneur comporte un avantage réel; par conséquent, il faut choisir une méthode équitable pour déterminer qui sera le donneur, comme en coupant pour la plus haute carte. Le dernier enchérisseur joue la première carte. Tous les autres joueurs doivent le suivre; par exemple, si le joueur partant a joué un trèfle, tous les autres doivent jouer un trèfle s'ils en ont un en main. Si un joueur n'a pas de trèfle, il peut choisir de jouer une carte d'atout ou de se débarrasser de toute autre carte qu'il a en main. Si personne n'a joué un atout, c'est la plus haute carte de la couleur jouée initialement qui emporte la levée. Au Kaiser, toutes les cartes ont une valeur nominale. L'as est la plus haute carte, puis le roi, et ainsi de suite. Le plus haut ou dernier enchérisseur a le choix de l'atout; si un participant désire jouer une partie "sans atout", il doit déclarer son intention dès sa première enchère ou son appel initial.

LA VALEUR DES LEVEES

Chaque levée faite par une équipe vaut un point. L'équipe qui fait la levée comprenant le cinq de coeur reçoit une prime de cinq points. L'équipe qui fait la levée comprenant le trois de pique subit une perte de trois points. Par exemple, si une équipe emporte quatre levées, dont l'une contient le cinq de coeur et une autre contient le trois de pique, cette équipe accumulera 4 points pour les quatre levées, plus 5 points pour le cinq de coeur, soit un total de neuf points, moins 3 points pour le trois de pique, pour finir avec une marque de 6 points pour cette ronde.

L'IDEE GENERALE DU JEU

Le concept du Kaiser est d'élaborer une stratégie qui vous permettra, avec les cartes qu'on vous a données et avec l'aide de votre partenaire, d'accumuler autant de bonnes levées que possible. Chaque levée vaut un point. La levée comprenant le cinq de coeur donne droit à une prime ou à un boni de cinq points, tandis que la levée comprenant le trois de pique entraîne une perte ou une pénalité de trois points. Par conséquent, le but primordial du jeu est d'emporter la levée qui contient le cinq de coeur et d'essayer de forcer l'équipe adverse de faire la levée qui contient le trois de pique.

LES DECLARATIONS ET LES ENCHERES

Voici comment se font les déclarations et les enchères:

a) C'est le joueur assis à la gauche du donneur qui fait la déclaration d'ouverture. La déclaration d'ouverture minimale est de cinq et le maximum est de douze. Si un joueur ne veut pas ou ne peut pas faire une déclaration ou une enchère, il doit passer et c'est la personne à sa gauche qui continue.

b) Chaque joueur ne peut faire qu'une déclaration par main jouée. Il est donc très important de faire une déclaration aussi élevée que possible, car vous n'avez qu'une chance par ronde.

c) Chaque joueur doit enchérir sur la déclaration précédente ou bien passer. Il n'y a que deux exceptions à cette règle. La première exception se rapporte à une déclaration "sans atout": par exemple, une déclaration de sept "sans atout" est considérée comme étant plus haute qu'une déclaration de sept coeur, pique, carreau ou trèfle. Par conséquent, si un joueur déclare sept d'une couleur et qu'un joueur suivant déclare sept sans atout, ce deuxième exception à cette règle concerne le donneur. Le donneur a toujours le droit de faire une déclaration égale à la plus haute enchère précédente, pour ainsi devenir le dernier et plus haut enchérisseur. Par exemple, si la plus haute déclaration avant le tour du donneur est sept, ce dernier peut faire une déclaration de sept et être quand même le plus haut enchérisseur.

d) Comme on l'a mentionné précédemment, tout joueur qui désire faire une déclaration "sans atout" doit signaler son intention au moment de sa déclaration ou de son enchère.

e) Si la main va se jouer avec un atout, c'est le plus haut enchérisseur qui détermine quel sera cet atout. En d'autres mots, l'ouvreur et les enchérisseurs ne déclarent pas leur couleur préférée. Seul le plus haut enchérisseur déclare à la fin sa couleur préférée et détermine ainsi quel sera l'atout. Par contre, comme nous l'avons déjà stipulé, toute déclaration ou enchère "sans atout" doit être identifiée immédiatement.

LES POINTS

Voici comment on calcule les points. Comme nous l'avons mentionné précédemment, l'objet du jeu est d'accumuler cinquante-deux points avant vos adversaires, pour ainsi gagner la partie. Le plus haut enchérisseur a le privilège de choisir l'atout et c'est lui qui joue la première carte. Par exemple, s'il a fait une déclaration de sept, son équipe doit alors accumuler au moins sept points, y compris la prime et la pénalité possibles. Si les deux partenaires y parviennent, l'équipe a alors droit à sept points. Au delà de ces sept points, toutes les autres levées donnent droit à un point chacune. Par exemple, si une équipe déclare sept et accumule huit points, on lui crédite huit points, et non pas seulement les sept points que les deux partenaires devaient totaliser.

Par contre, si l'équipe ne réussit pas à obtenir sept points, on déduit alors sept points de sa marque totale. Par conséquent, si une équipe doit accumuler sept points pour satisfaire à sa déclaration de sept, mais qu'elle ne gagne que cinq points, elle perd alors sept points. Les sept points sont soustraits de sa marque totale à ce coment-là. (Une équipe peut donc avoir une marque négative.) L'autre équipe reçoit un point pour chaque levée, en tenant compte de toute prime ou pénalité.

LA DETERMINATION DE L'ATOUT

Le plus haut enchérisseur a le privilège de déterminer quel sera l'atout pour la ronde en question. Par exemple, si le plus haut enchérisseur a choisi le trèfle comme atout, à n'importe point de la ronde, tout joueur incapable de jouer un trèfle peut utiliser une carte d'atout pour gagner la levée. Advenant que le premier joueur parte avec l'as de carreau et que le joueur suivant n'a pas de carreau, il peut jouer n'importe quelle carte de trèfle et faire la levée (à moins qu'un joueur subséquent n'ait pas de carreau lui aussi et joue un atout plus élevé).

DECLARATION "SANS ATOUT"

Toute déclaration réussie "sans atout" vaut le double de sa valeur nominale. Si une équipe réussit une déclaration ou une enchère de sept "sans atout", elle a donc droit à quatorze points. Par contre, si cette équipe manque son coup, elle recule de quatorze points. Dans le cas d'une ronde sans atout, les adversaires comptent leurs points comme d'habitude, à raison d'un point par levée, en tenant compte de toute prime ou pénalité.

PENALITE

Comme on l'a mentionné précédemment, la levée comprenant le trois de pique entraîne une perte ou pénalité de trois points. Pour compenser le trois de pique, une équipe doit donc faire au moins trois levées en tout. Avec trois levées, l'équipe malchanceuse n'a droit à aucun point (sauf si l'une de ses levées contient le cinq de coeur).

MARQUE NEGATIVE

A n'importe quel point au cours d'une partie, si une équipe n'a pas suffisamment de points pour couvrir une déclaration manquée, on lui donne alors une marque négative. Par exemple, si une équipe, à la première ronde d'une partie, tente de réaliser une déclaration de sept et ne réussit pas, on lui donne alors une marque de moins sept (–7). Si, au cours d'une partie, une équipe atteint une marque de moins cinquante-deux (–52), elle perd automatiquement la partie. Un total de +52 points assure une victoire automatique et un total de –52 points signifie une défaite automatique!

LA MARQUE A PARTIR DE 47 POINTS OU PLUS

Dès qu'une équipe est à cinq points ou moins d'une victoire, elle doit réussir une déclaration ou "voler" le cinq de coeur aux adversaires, pour avancer et gagner la partie. Cela veut dire que lorsqu'une équipe a 47, 48, 49, 50 ou 51 points, elle ne peut pas gagner la partie simplement en ajoutant deux ou trois points à la fois, lorsque c'est l'équipe adverse qui a fait la plus haute déclaration ou enchère. Pour finir et gagner la partie, une équipe doit réussir une déclaration ou bien enlever le cinq de coeur à l'adversaire. Par exemple, si une équipe a 47 points et l'autre en a 40, et si l'équipe ayant 40 points réussit une déclaration de sept, elle avance à 47 points et l'autre équipe reste à 47 points.

MALDONNE

Tout joueur qui n'a pas reçu au moins une figure peut proclamer qu'il y a eu maldonne. Les as sont des figures. Tout joueur à qui on a donné 4 huit, 4 neuf ou 4 dix peut aussi demander une nouvelle donne. Dans l'un ou l'autre cas, le joueur affecté doit attendre son tour pour déclarer la maldonne. Par exemple, si le joueur est le deuxième enchérisseur, il peut demander une nouvelle donne quand arrive son tour de faire sa déclaration. On ne peut pas attendre que tous les joueurs aient fait leur déclaration ou enchère, avant de demander une nouvelle donne.

S'il arrivait que les quatre joueurs passent durant les enchères, il faut alors effectuer une nouvelle donne ou distribution des cartes. Quand il y a maldonne, les cartes passent au joueur suivant qui devient alors le donneur.

REGLEMENTS POUR UN TOURNOI

Le temps est devenu un facteur important durant les tournois de Kaiser. Pour accélérer le jeu durant les tournois, on a donc institué des règles spéciales. Premièrement, il n'y a jamais maldonne; toutes les mains doivent être jouées. La déclaration minimale est de sept au lieu de cinq. Si tous les joueurs passent, le donneur doit faire une déclaration automatique de sept; il ne peut pas passer. Il y a une limite d'une heure pour chaque partie jouée.

CONCLUSION

A cause de sa nature compétitive, ce jeu de cartes est vraiment intéressant et constitue un défi passionnant.

KAISER

Produit, avec l'autorisation appropriée, par International Playing Card Company Limited, C.P. 188, Windsor, Ontario, Canada N9A 6K1.

INTERNATIONAL PLAYING CARD COMPANY
LIMITED
BOX 188
WINDSOR, ONT., CANADA
N9A 6K1
TELEPHONE
(519) 254-6415

October 19, 1983

Mr. Ronald J. Mills
Eggum, Abrametz, Mills & Zuk
Barristers & Solicitors
100 Royal Bank Building
Prince Albert, Saskatchewan
S6V 4V7

Re: Gayowski Agreement
-Kaiser Game

20

Dear Sir:

I acknowledge receipt of your letter of October 6th forwarding two copies of the Agreement with respect to the production and marketing of the above game.

This Agreement was drafted by our solicitors and sent to you by letter dated May 30th last. At that time the date of December 31st, 1983 for the marketing of this game to the public was a reasonable date. However, four months have now elapsed, and a labour dispute has been in progress for fourteen weeks and continues at our manufacturing plant in Windsor, Ontario. Although it is still possible that we can meet the date of December 31st, 1983, set forth in Paragraph 4 of the Agreement we may need to rely on the extension of such time limit arising because of the current labour dispute.

On the basis set forth above I return one copy of the Agreement duly executed by the Corporation under its corporate seal.

Very truly yours

D.F. Brookbanks
President
/jlg

Enclosure

THIS AGREEMENT made this 30th day of May, 1983.

B E T W E E N:

INTERNATIONAL PLAYING CARD COMPANY LIMITED

hereinafter called "the Company"

OF THE FIRST PART,

- and -

S. W. GAYOWSKI,

hereinafter called "the Owner"

OF THE SECOND PART.

WHEREAS the Owner holds all proprietory rights in Canada to the playing card game entitled "Kaiser" (hereinafter called "the Game"), including a trade mark of the name "Kaiser" with respect to the Game, and a copyright of the Rules of the Game;

AND WHEREAS the Owner has requested that the Company should manufacture and market the Game in Canada, and the Company has agreed to do so on the terms and conditions herein set out;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises and of the mutual covenants herein contained, the parties agree as follows:

(1) The Owner shall provide to the Company complete details of the Game, in writing and with visual examples, as to number of cards, colour and design detail of both sides of each card, the colour and design of the tuck case and the rules of the Game within six weeks of the execution of this Agreement.

(2) The Owner shall licence the Company to use the

copyright on the rules of the Game which the Owner hereby covenants that he holds.

(3) The Owner shall cause the Company to be registered as a registered user of the trade mark "Kaiser" with respect to the Game, which the Owner hereby covenants that he holds.

(4) Based on compliance by the Owner of the provisions of Clause (1) above, the Company shall manufacture the Game and have the same ready for marketing to the public not later than December 31st, 1983, subject always to labour disputes, governmental regulations, shortage of material and other causes beyond the control of the Company.

(5) The Company shall market the Game through its normal trade channels and through any new sales outlets of the Company which may arise.

(6) The Owner shall indemnify and save harmless and does hereby indemnify and save harmless the Company from all losses, damages or expenses which the Company may suffer or incur by reason of claims or actions of any third party for violation of such third party's proprietory rights, including trade marks and copyrights, by the Company in the manufacture and sale of the Game.

(7) The Company shall pay to the Owner quarterly a royalty of ten cents (10¢) for each Game sold and delivered, which royalty shall be paid within twenty (20) days of the end of the quarter-year period for which the payment is made. At the time of payment the Company shall deliver to the Owner a detailed statement of the number of Games sold and delivered during the said quarter-year period which statement shall be certified to be true by an

officer of the Company.

(8) The rights hereby granted to the Company for the manufacture and sale in Canada of the Game shall be exclusive for Canada, and the Owner shall not grant such rights or any of them for Canada to any other person or corporation nor shall the Owner himself manufacture or sell the Game in Canada. In the event that some other person or corporation sells in Canada a copy of the Game or any other game so similar to the Game as to adversely affect the sale of the Game in Canada by the Company, then the Owner agrees to take all steps reasonably necessary and available to the Owner to prevent the sale in Canada of such similar game, including an action for injunctive relief in the proper court in Canada. As soon as either party has knowledge that such similar game is being manufactured or sold in Canada, such party shall immediately notify in writing the other party hereto of such knowledge.

(9) From and after the date that a game similar to the Game is being marketed in Canada by a person or corporation other than the Company, and so long as such condition continues, the royalty payable by the Company to the Owner shall, notwithstanding the provisions of Clause (7) above, be five cents (5¢) for each Game sold and delivered, but otherwise the provisions of Clause (7) shall continue to apply.

(10) This Agreement shall continue for a period of three (3) years from the date hereof subject to any renewal agreed upon by the parties hereto, and subject to prior termination of the Agreement by either party on thirty (30) days' written notice to the other for breach of a provision of this Agreement, such notice to specify the breach complained of. If the breach complained of

is not remedied by the party receiving the notice within the thirty (30) day notice period, this Agreement shall terminate at the conclusion of the said thirty (30) days. At the termination of this Agreement by the effluxion of time or sooner by notice, the Company shall cease the manufacture of the Game but shall be entitled to continue to market and sell all copies of the Game manufactured to the date of termination and all the foregoing provisions with respect to the payment of a royalty by the Company to the Owner shall continue to apply to all copies of the Game sold after the termination of this Agreement.

(11) Any notice to be given hereunder by one party to the other shall be in writing, and if given to the Company shall be addressed as follows:

International Playing Card Company Limited,
P. O. Box 188,
Windsor, Ontario.
N9A 6K1

Attention: The President

If given to the Owner, it shall be addressed as follows:

Mr. S. W. Gayowski,
c/o Mr. R. J. Mills,
Eggum, Abrametz, Mills & Zuk,
Barristers, &c.,
100 Royal Bank Building,
Prince Albert, Saskatchewan.
S6V 4V7

Either party may notify the other of any change in address in accordance with this clause. Any notice shall be given, if delivered, on the day of its delivery, and if mailed in Canada by registered, prepaid post shall be deemed to have been

given on the third business day following the date of mailing.

IN WITNESS WHEREOF the Company has hereunto affixed its corporate seal duly attested by the hand of its proper officer in that behalf and the Owner has hereunto set his hand and seal.

SIGNED, SEALED AND DELIVERED)
- in the presence of -)

INTERNATIONAL PLAYING CARD COMPANY LIMITED
by _____
President

_____
S. W. Gayowski

AFFIDAVIT OF Kevin S Currie

Name: Kevin S Currie
KAISER Trademark Owner from 2014 to present

I, Kevin S Currie, swear or affirm:

1. I am the current Kaiser Trademark owner.

2. In 1995 I was the first to use the name Kaiser on a Computer card game in the normal course of trade throughout Canada.

3. In 1996 I had sold 2000 packaged copies of Kaiser software under license to the Trademark.

4. I had sold 5000 more packaged copies from 1997-2002.

5. In 2005 I introduced Kaiser as an Internet based multiplayer software and have sold over 8000 memberships to present.

6. The rules and regulations from the copyright and Trademark were used within and on the packaging.

7 "T.M." was printed on all packaging and within the software as well.

I SWEAR OR AFFIRM THAT THE ABOVE AND FOREGOING REPRESENTATIONS ARE TRUE AND CORRECT TO THE BEST OF MY INFORMATION, KNOWLEDGE, AND BELIEF.

Feb 19, 2016 _____

Date Kevin S Currie

PROV OF SASKATCHEWAN
CANADA

I, the undersigned Notary Public, do hereby affirm that Kevin S Currie personally appeared before me on the 19 day of February, and signed the above Affidavit as his free and voluntary act and deed.

_____

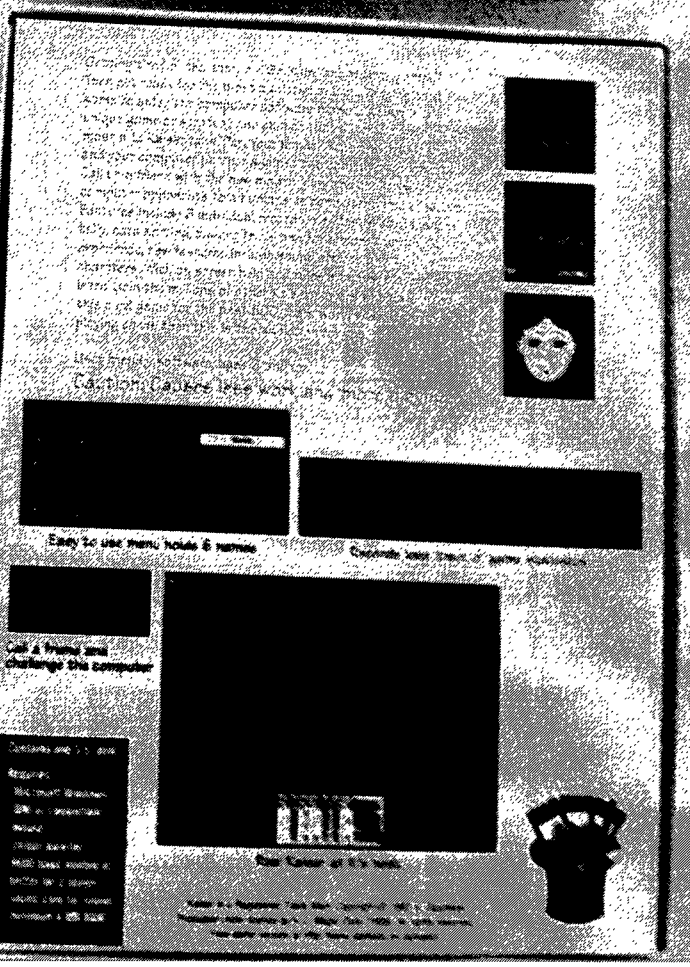
Notary Public

ARSHAD AZIZ
NOTARY PUBLIC
MY APPOINTMENT EXPIRES January 31, 2017
SASKATCHEWAN

1996


NEW
FOR WINDOWS
KAISER
KAISER
Kaiser for Windows
REGISTRATION

1997



Kaiser

Province: Alberta

Postal Code: T8R 1P5

Place of Purchase: Calgary - telephone

Date: 08/7/98

Windows version: Yes

Great Quick Comments!

Location: good / average / poor

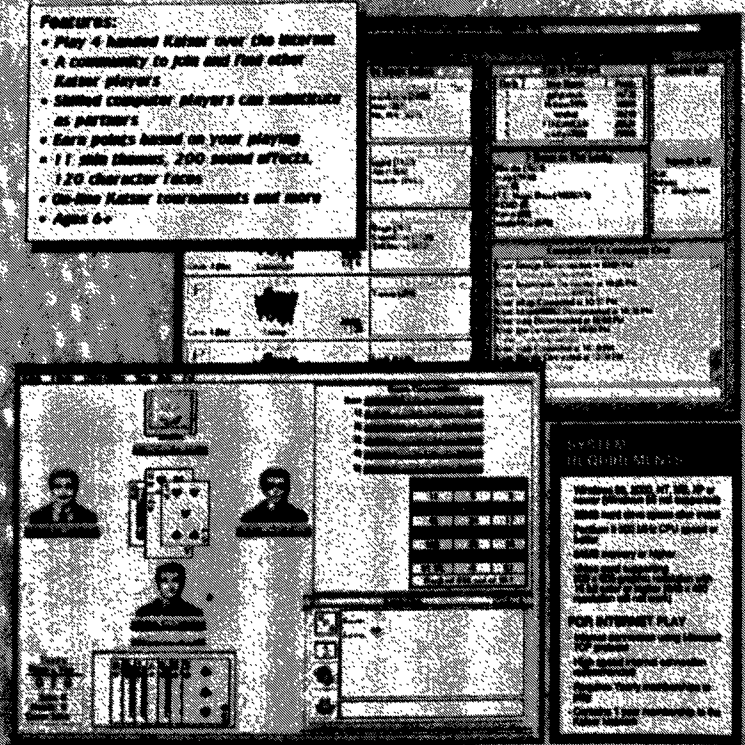
Comments: I Love the Game. Nobody in Alberta has ever heard of the game before. (I'm from Sask. originally) Thank you!!!

Kaiser Network

Kaiser is the popular card game played by trading tricks using tricks, using a deck of 32 cards, players try to avoid the 3 of spades and acquire the 5 of hearts.

Features:

- Play 4 handed Kaiser over the Internet
- A community to join and find other Kaiser players
- Skilled computer players can substitute as partners
- Earn points based on your playing
- 11 skin themes, 200 sound effects, 120 character faces
- On-line Kaiser tournaments and more
- Ages 6+



SYSTEM REQUIREMENTS

FOR INTERNET PLAY

KC MAGIC DATA

WWW.KAISERGAME.COM

Kaiser is a Registered Trademark

Kaiser™

PC CD-ROM

INTERNET PLAYABLE

BONUS! Includes Kaiser II

PC CD-ROM

INTERNET PLAYABLE

Kaiser™

Kevin Currie
PO Box 21081
Saskatoon, SK
S7H 5N9

R:1601468.099910
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Date 2016.02.20 Postage - Port 10.80
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RE: TMA299,319
Your File 502052(1)

Canadian Intellectual Property Office
Place du Portage I
50 Victoria St., room C-114
Gatineau, QC K1A 0C9

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Sender warrants that this shipment does not contain dangerous goods.
L'expéditeur garantit que cet envoi ne contient pas de matières dangereuses.

X Signature Required
Signature requise

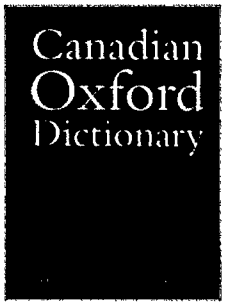
33-086-584 (14-06)

Card Games: Miscellaneous Point Trick Games

In this group I have collected some point trick games which do not at present seem to fit into any of particular group. Some of these games may be formed into new categories if other related games are found.

- Gleek - a seventeenth century game with point values for certain trumps
- Cucco (or Cöch) and Zifuli - Italian point trick games using cuckoo cards
- Texas Forty-two - a trick taking game using dominoes: the scoring tiles are those whose spots total 5 or 10.
- Kaiser - a Canadian game, of uncertain origin, with a point for each trick and one bonus card and one penalty card.
- Penneech - a seventeenth century game in which the trump suit changes for every trick.
- Yukon - another possibly Canadian game, with high-scoring jacks.
- Calypso - each player has a different trump suit, and cards won in tricks are collected with the aim of completing 13-card sequences.
- Dehla Pakad and Mendikot - two Indian games in which the tens are the only counting cards.

Oxford Reference



The Canadian Oxford Dictionary (2 ed.)
Edited by Katherine Barber

Publisher: Oxford University Press
Print ISBN-13: 9780195418163
Current Online Version: 2005
Print Publication Date: 2004
Published online: 2005
eISBN: 9780191735219

kaiser /ˈkaizɜr/

▶ *noun*

1. *hist.* an emperor, esp. the German Emperor, the Emperor of Austria, or the head of the Holy Roman Empire.
2. *N Amer.* (in full **kaiser roll**) a large crusty bread roll made by folding the corners of a square of bread dough into the centre, resulting in a pinwheel pattern when baked.
3. *Cdn (Sask.)* a whist-based card game played esp. in Saskatchewan.

– ORIGIN in modern English from German *Kaiser* and Dutch *keizer*; in Middle English from Old English *cāsere* from Germanic adoption (through Greek *kaisar*) of Latin *Caesar*: see Caesar[1].

WAS THIS USEFUL? ◯ Yes ◯ No

MACMILLAN DICTIONARY

whist - definition and synonyms

NOUN [UNCOUNTABLE] /wɪst/ /hwɪst/

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a card game for two pairs of players

Synonyms and related words

Card games: *beggar-thy-neighbor, blackjack, bridge...*

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conlang

... a language for human communication which has been invented and has not developed naturally

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emoji sick culturomics

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spogs

spectacles; boiled sweets, candy; soft aniseed-flavoured jelly sweets coated with blue and pink sugar sprinkles

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a card game for two pairs of players

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Saskatchewan card players surprised to learn 'Kaiser' game is trademarked

A deck of cards is shown at Caesar's Palace in Las Vegas in this Feb. 27, 2013 file photo. (AP / Julie Jacobson)

Rob Drinkwater, The Canadian Press
Published Sunday, October 5, 2014 11:13AM EDT

At the Caleb Village seniors home in North Battleford, Sask., a group gathers every week to play -- sometimes as late as midnight -- a card game called Kaiser that traces its roots to Saskatchewan and parts of Quebec.

There's another group that plays it at the legion in Nipawin, Sask. One of those players says he's played it for 60 years.

So you can imagine their surprise to learn that the game's name is trademarked and that it's now the subject of a lawsuit between two Saskatchewan computer programmers: one with an online version who owns the rights to the name, and the other who has recently developed an app.

"Basically he thinks he has a valid trademark and I think it's not a valid trademark," said Kaiser app designer Tod Baudais, who lives in Thode, south of Saskatoon. "People are almost insulted that this guy has trademarked some of their family heritage."

Kevin Currie has been selling computer versions of Kaiser since the 1990s and is the current holder of the trademark. He said he's filed the lawsuit because he has to defend what's legally his.

"Everybody makes me out to be the bad guy because of what I'm out to protect," said Currie, speaking from Saskatoon. "I've put a lot of money into this."

Kaiser is a trick-taking game played with a 32-card deck. If standard playing cards are used, the penalty card, or the "kaiser," is the three of spades. The bonus card is the five of hearts.

John McLeod, who runs the online card games website pagat.com based in England, said the game may have been born in Quebec in the late 19th century under the name Les Rois, which he says was also played with specially produced cards under the name Lost Heir.

During the First World War, the game was reinterpreted with the four suits representing England, France, Germany and Russia, McLeod says. The kaiser card was named for Kaiser Wilhelm II, while the five of hearts was called Joffre, for the French general Joseph Joffre.

"It may have been contact between soldiers from different parts of Canada serving in Europe in WWI that led to the spread of the game from Quebec to Saskatchewan and maybe even Alberta," McLeod wrote in an email, noting the game is still known as Joffre in Quebec.

Currie programmed and sold his first computer version of Kaiser in the 1990s. To do so, he said, he licensed the rights to the name from Sylvester Gayowski of Prince Albert, Sask., who registered it in 1985 and sold decks of cards specifically meant for the game.

In April of this year, Currie obtained full rights to the trademark and says in the lawsuit that about 12,000 memberships have been sold to play his online version, which allows Kaiser players to compete against each other over the Internet.

"I'm protecting the public so there's no confusion over what they buy."

According to the Canadian Intellectual Property Office, trademark applications are researched to make sure they aren't prohibited by the Trade Marks Act. Applications are advertised in the Trade-marks Journal before they are approved.

Registration is prohibited when the mark is the name of the good in any language. An example the department gives is if someone tried to register the word "online."

"The purpose is to prevent someone from appropriating a clearly descriptive word (or words) and placing legitimate competition at an unfair disadvantage in relation to language that is common to all," explained Lauren Hebert, a spokesperson for Industry Canada.

Baudais said he's fighting the lawsuit by arguing that the trademark issued in 1985 is invalid because Kaiser was already well-known as a card game in Saskatchewan. He said he's been collecting names and stories of people who played Kaiser prior to 1985 as part of his defence.

The Encyclopedia of Saskatchewan has no entry for the game and the Western Development Museum says it has no information either.

Lawrence Fisher, 84, who plays with the group in Nipawin, says he learned Kaiser when he was a young teacher on his first job near Bruno, Sask., in the 1950s.

"I really don't know where these people got it from. They were mostly of German descent."

Margaret Tipton, 53, who is the administrative assistant at Caleb Village, said she played Kaiser every day at lunchtime when she was in high school in North Battleford in the 1970s.

"My mum and dad knew how to play it. I'm not sure how they learned."

McLeod said some people in Saskatchewan of Ukrainian descent also call the game Troika, after the three of spades.

"From the information I have managed to collect, the main concentrations of players seem to be in Saskatchewan and Quebec," McLeod wrote.

Gayowski, the original trademark holder, said he won't talk about the lawsuit since it is now before the court. He learned the game from his family.

"It was called Kaiser and it was called Three-Spot and some other names," Gayowski said, although most people knew it as Kaiser.

Currie said it doesn't matter if people played Kaiser before the trademark was issued, because nobody was using it commercially to describe a card game before 1985.

"It belongs to nobody until somebody claims it and owns it."

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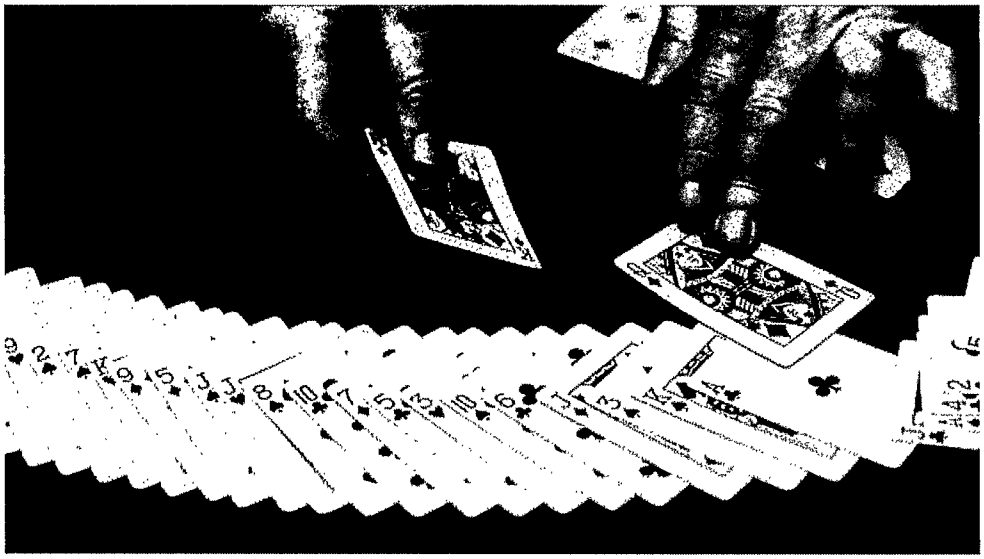
Saskatchewan card players surprised to learn 'Kaiser' game is trademarked



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NEW Lawyer for man accused of stealing U.S. military secrets seeks trial postponement

Plane bursts into flames after clipping truck on B.C. highway

Card Game
November 8, 2014 8:21 pm
Updated: November 10, 2014 12:47 pm

Kaiser card game app to become Troika

By Rob Drinkwater
The Canadian Press

Card game app maker who faced lawsuit folds and changes name of download.

iTunes / Screen Shot

A Saskatchewan programmer says it's cheaper for him to simply call his Kaiser card game app something else rather than fight a lawsuit over the name.

Tod Baudais began selling an app for Kaiser earlier this year, but another programmer in the province who said he owns the trademark took legal action.

Baudais vowed to fight, claiming the name Kaiser has been associated with the game in Saskatchewan for decades.

But he now says the challenge would cost thousands of dollars, so he's decided to call his app Troika instead.

Related

- **Lawsuit filed over Saskatchewan card game**

The game, which has roots in Saskatchewan and Quebec, is mostly known as Kaiser in Saskatchewan but some people also call it Troika or Three-Spot.

In Quebec, the game is known as Joffre.

"Basically I was told by my lawyer that the full court process to invalidate the trademark would cost somewhere in the neighbourhood of $150,000. So far the app has made about $1500," Baudais, who lives in Thode, said in an email.

"It didn't really take too long to figure out that it wasn't going to be worth it to me to continue. I probably would have needed a second mortgage on my house and I couldn't drag my family through that."

Baudais said the trademark holder, K.C. Magic Data, has accepted his offer to change the name of the app and that the issue is now resolved.

Kevin Currie of K.C. Magic Data confirmed in an email that the lawsuit is over. Currie said that as part of the resolution, Baudais also agreed to update all prior downloads of the app to the new name.

The resolution requires that Baudais not use Kaiser in any business or products, said Currie, who lives in Saskatoon.

"I am very satisfied with the outcome as it was essentially the objective from the start," he wrote.

Kaiser is a trick-taking game played with a 32-card deck. If standard playing cards are used, the penalty card, or the "kaiser," is the three of spades. The bonus card is the

five of hearts.

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Currie has been selling computer versions of Kaiser since the 1990s and currently operates an online version of the game. He originally licensed the rights to the name from Sylvester Gayowski of Prince Albert, Sask., who registered it in 1985 and sold decks of cards specifically meant for the game.

In April of this year, Currie obtained full rights to the trademark.

When the lawsuit was launched, many card players expressed surprise to learn the name of their favourite card game was trademarked.

Groups of players meet weekly at seniors' centres and Royal Canadian Legions across Saskatchewan for Kaiser matches, with some claiming they've been playing it since the 1950s.

Baudais had argued it was wrong for the name to have been trademarked in the first place, while Currie said he was obliged to defend something he had paid for that was legally his.

Baudais now writes the two sides have agreed to disagree and have moved on.

"I'd still like to thank everyone that has supported me over the past few months. It's really great hearing about all of the family stories and how this card game played a part in it," Baudais wrote.

Currie, meanwhile, said people can still play Kaiser just like they always have and always will.

> "He can still sell the same game under a new name and I can still sell my computer game under the name Kaiser."

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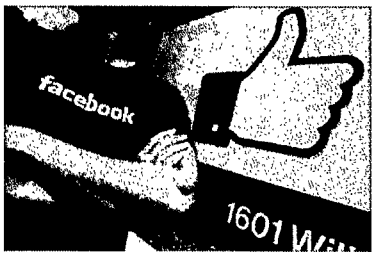

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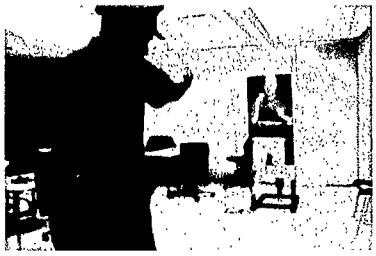

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Taser Files: What happens to you when you're Tasered?

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Kenneth A. Stevenson, Q.C. ~ *Counsel*
♦ *Reg. Trademark Agent*

Our File: *42132000*
e-mail: *tzakreski@shtb-law.com*

March 10, 2015

VIA FAX
1-819-953-2476
(Original Via Xpresspost)

Jordan Doyle (33)

Industry Canada Industrie Canada
A/M/J.....Y/M/D
2015/03/12
071 - 15
CIPO OPIC
C004079457

CANADIAN INTELLECTUAL PROPERTY OFFICE
50 Victoria Street, Room C-114
Place du Portage I
Gatineau QC K1A 0C9

Attention: Jordan Doyle
Examination Section

Dear Sir:

RE: Trademark: KAISER – Amendment to Registration No. TMA299319
File No.: 502052(1)
Applicant: Kevin Currie

We are responding to your report dated February 19, 2015.

The Applicant maintains that the trademark KAISER is not descriptive, or deceptively misdescriptive, of the character of the goods found in the application.

The Applicant is the present owner of KAISER (TMA299319), which was registered as a trademark on January 18, 1985 for wares described as "playing card game, playing card game rules and regulations." The current application, therefore, is an implied extension of the wares already found in the original trademark described as a "playing card game."

Where the Registrar has permitted another trademark of a like nature to be registered, some effort must be able to reconcile the inconsistency (*Reed Stenhouse Co. v Canada (Registrar of Trade Marks)*, [1992] FCJ No. 887). In this case, it is difficult to reconcile the inconsistency of allowing KAISER for a "playing card game" and then refusing KAISER for "computer games".

We are enclosing photographs depicting the trademark as it was used over the years. The first is of the playing card game sold with the original trademark. The remaining photographs depict the Applicant's various versions of his computer game beginning in 1995. The CD package is from 2005, when the network service was introduced.

Notably, all use of KAISER by the Applicant was as a licensee of the original owner, until the trademark was acquired by him last year. The Applicant's license agreement was recorded on January 29, 1998 on the registration for KAISER (TMA299319)

The Applicant has been using the trademark KAISER under license (until the trademark was acquired by him) in association with computer games since September 30, 1995 and services described as "providing multiple user access to a computer network" since March 15, 2005. Since he was the first and only person to make KAISER a computer game in 1996, the Applicant maintains that any association of KAISER with computer games was caused by the Applicant using the trademark in issue.

In this sense, the Applicant's trademark is similar to the trademark SCRABBLE which is registered by Hasbro, Inc. for "games including board and playing pieces" (UCA47061). If SCRABBLE can be registered for a board game, there is no reason why KAISER cannot be registered for computer games.

For the foregoing reasons, the Applicant requests that the examiner withdraw his objection to the registration of the trademark and allow it to proceed to advertisement for opposition.

Yours truly,

STEVENSON HOOD THORNTON BEAUBIER LLP

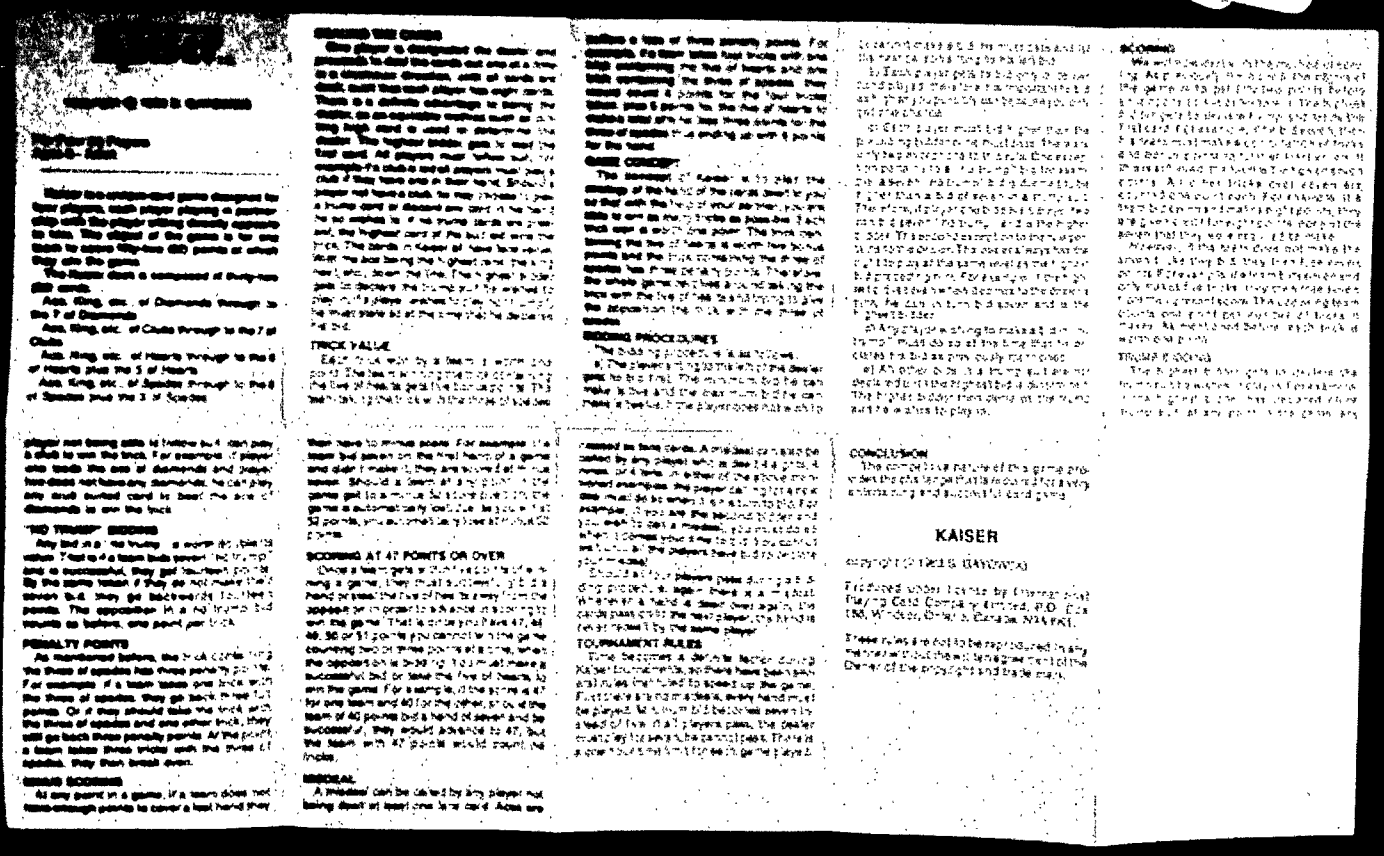
Per:

Terry J. Zakreski
Registered Trademark Agent

:sjb

Encls.

c: Kevin Currie



TRICK VALUE

SCORING PROCEDURES

SCORING AT 47 POINTS OR OVER

PENALTY POINTS

TOURNAMENT RULES

CONCLUSION

KAISER

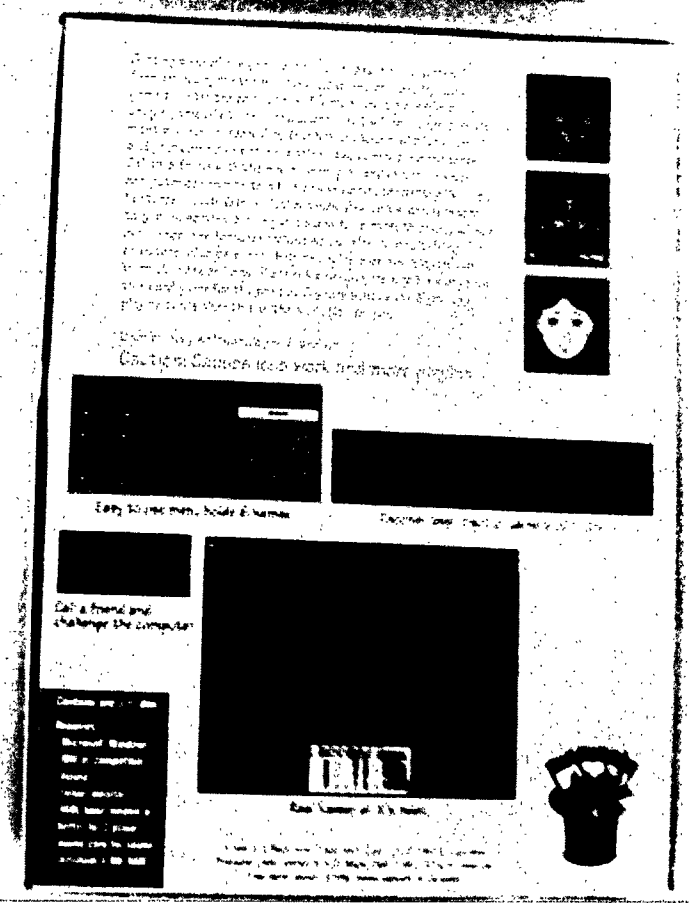
SCORING

Kaiser

Great Audio comments!

I Love the Game. Always in Alberta has ever heard of the game before. (I'm from Sask. originally.)

Thank you!!!



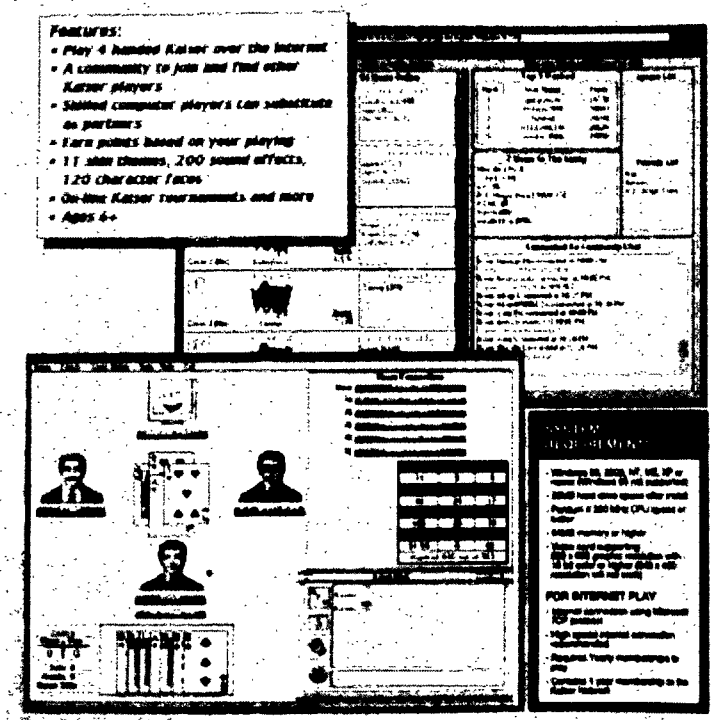
Kaiser Network

for the Microsoft Windows PC

Kaiser is the popular Canadian card game played with the 3 of spades and 5 of hearts. It is a 4 player game based on bidding and taking tricks. Using a deck of 32 cards, players try to avoid the 3 of spades and acquire the 5 of hearts.

Features:

- Play 4 handed Kaiser over the Internet
- A community to join and find other Kaiser players
- Skilled computer players can substitute as partners
- Earn points based on your playing
- 11 skin themes, 200 sound effects, 120 character faces
- On-line Kaiser tournaments and more
- Ages 6+



SYSTEM REQUIREMENTS

FOR INTERNET PLAY

KC Magic Data

WWW.KAISERGAME.COM

Kaiser

PC CD ROM

INTERNET PLAYABLE

BONUS! Includes Kaiser II

PC CD-ROM

INTERNET PLAYABLE

Kaiser™

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♦ *Reg. Trademark Agent*

Our File: 42132000

FACSIMILE MESSAGE

TO:	**Jordan Doyle**
FIRM/COMPANY:	Canadian Intellectual Property Office Examination Section
FACSIMILE NO.:	1-819-953-2476
FROM:	**Terry J. Zakreski**
DATE:	March 10, 2015

* *

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MESSAGE:

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File No.: 502052(1)
Applicant: Kevin Currie

See attached correspondence and enclosures.

Industry Canada Industrie Canada
A/M/J ..... Y/M/D
2015/03/10
070- 15
CIPO OPIC E001875118

500, 123 - 2nd Avenue South • Saskatoon SK Canada S7K 7E6 • Telephone: 306.244.0132 • Facsimile: 306.653.1118

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(Original Via Xpresspost)

CANADIAN INTELLECTUAL PROPERTY OFFICE
50 Victoria Street, Room C-114
Place du Portage I
Gatineau QC K1A 0C9

Industry Canada Industrie Canada
A/M/J ..... Y/M/D
2015/03/10
070- 15
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We are responding to your report dated February 19, 2015.

The Applicant maintains that the trademark KAISER is not descriptive, or deceptively misdescriptive, of the character of the goods found in the application.

The Applicant is the present owner of KAISER (TMA299319), which was registered as a trademark on January 18, 1985 for wares described as "playing card game, playing card game rules and regulations." The current application, therefore, is an implied extension of the wares already found in the original trademark described as a "playing card game."

Where the Registrar has permitted another trademark of a like nature to be registered, some effort must be able to reconcile the inconsistency (*Reed Stenhouse Co. v Canada (Registrar of Trade Marks)*, [1992] FCJ No. 887). In this case, it is difficult to reconcile the inconsistency of allowing KAISER for a "playing card game" and then refusing KAISER for "computer games".

We are enclosing photographs depicting the trademark as it was used over the years. The first is of the playing card game sold with the original trademark. The remaining photographs depict the Applicant's various versions of his computer game beginning in 1995. The CD package is from 2005, when the network service was introduced.

Notably, all use of KAISER by the Applicant was as a licensee of the original owner, until the trademark was acquired by him last year. The Applicant's license agreement was recorded on January 29, 1998 on the registration for KAISER (TMA299319)

The Applicant has been using the trademark KAISER under license (until the trademark was acquired by him) in association with computer games since September 30, 1995 and services described as "providing multiple user access to a computer network" since March 15, 2005. Since he was the first and only person to make KAISER a computer game in 1996, the Applicant maintains that any association of KAISER with computer games was caused by the Applicant using the trademark in issue.

In this sense, the Applicant's trademark is similar to the trademark SCRABBLE which is registered by Hasbro, Inc. for "games including board and playing pieces" (UCA47061). If SCRABBLE can be registered for a board game, there is no reason why KAISER cannot be registered for computer games.

For the foregoing reasons, the Applicant requests that the examiner withdraw his objection to the registration of the trademark and allow it to proceed to advertisement for opposition.

Yours truly,

STEVENSON HOOD THORNTON BEAUBIER LLP

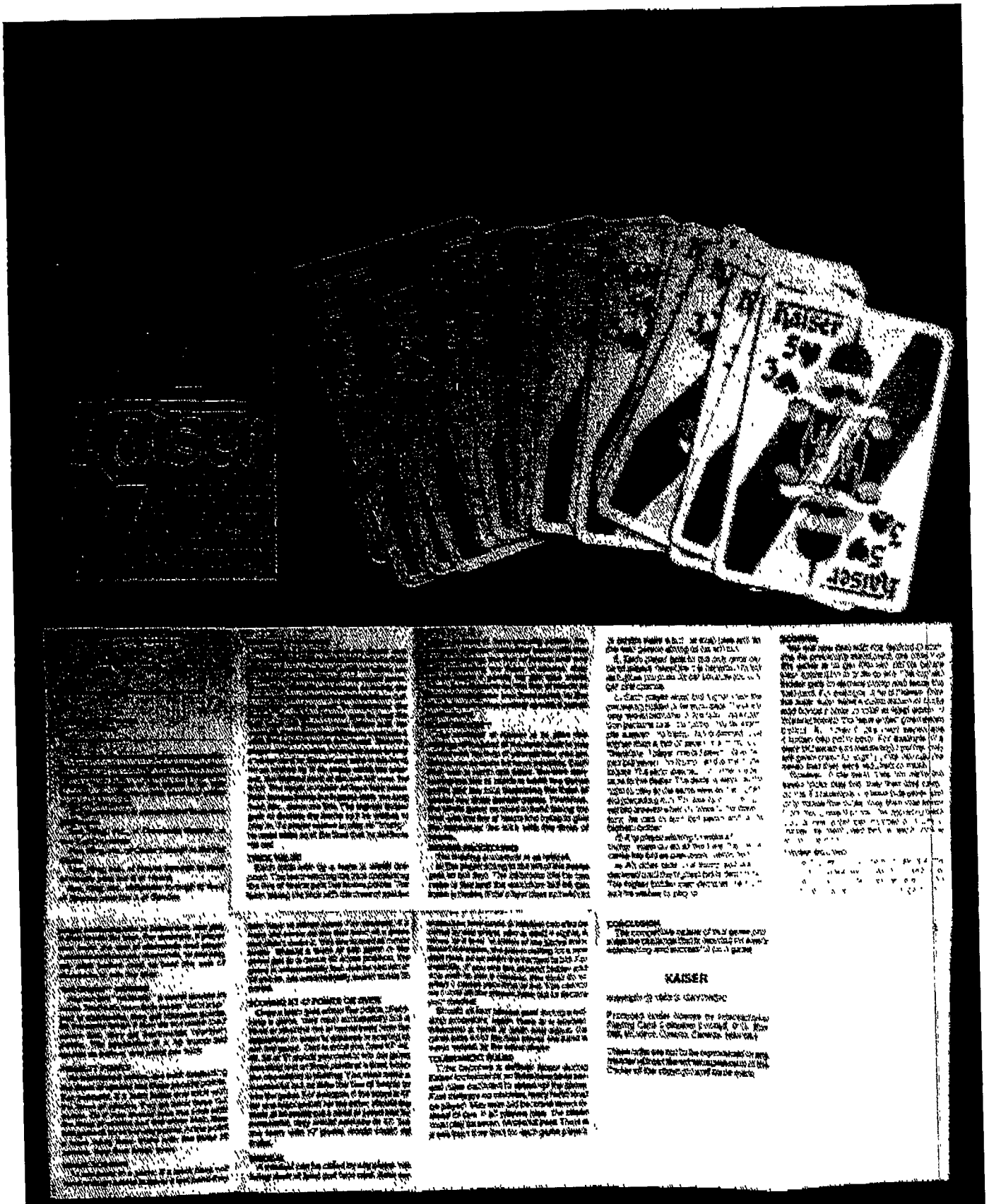
Per:

Terry J. Zakreski
Registered Trademark Agent

:sjb

Encls.

c: Kevin Currie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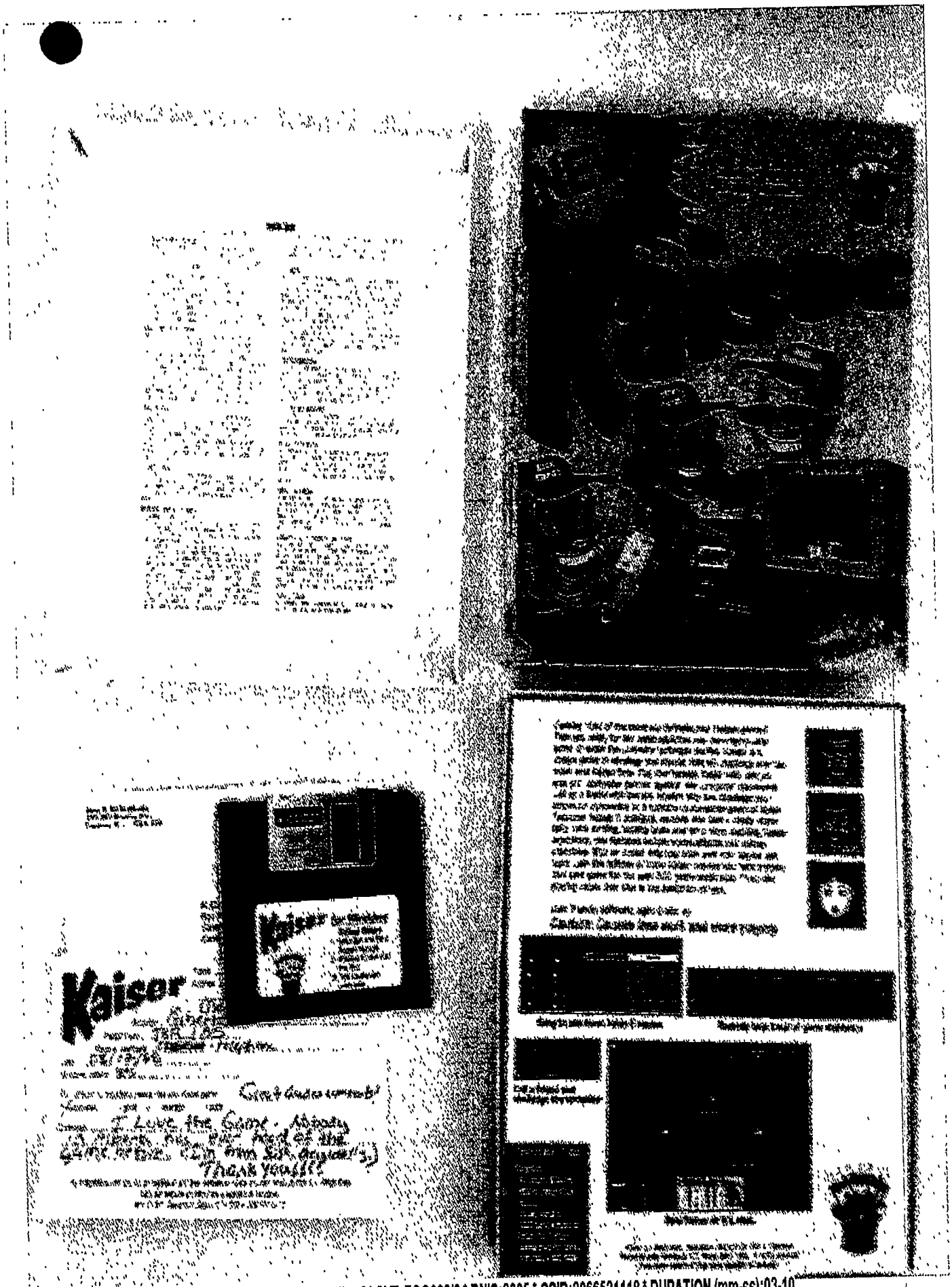
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Great Gadget
I Love the Gadget - Already
Thank you!!!


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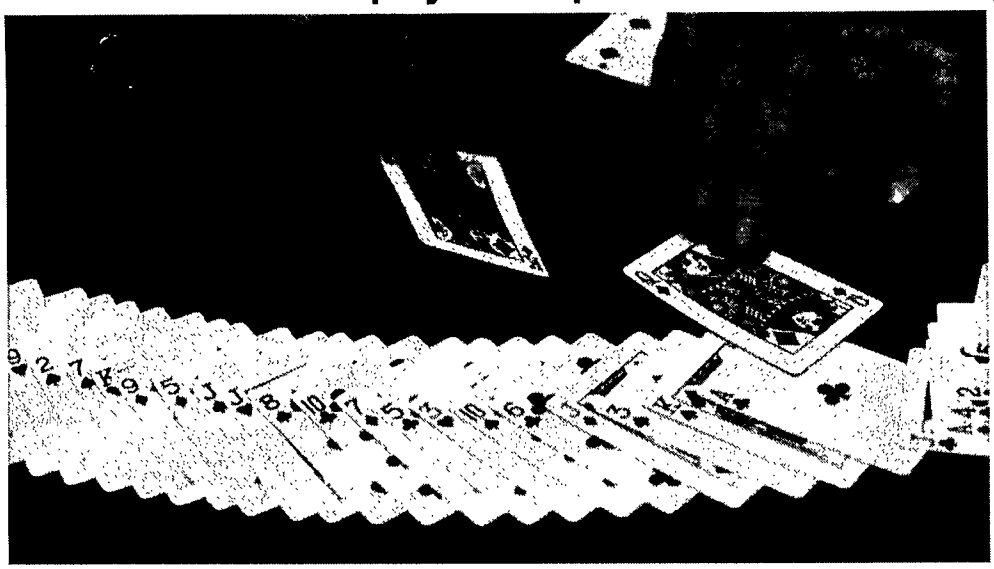
Saskatchewan card players surprised to learn 'Kaiser' game is trademarked



A deck of cards is shown at Caesar's Palace in Las Vegas in this Feb. 27, 2013 file photo. (AP / Julie Jacobson)

Rob Drinkwater, The Canadian Press
Published Sunday, October 5, 2014 11:13AM EDT

At the Caleb Village seniors home in North Battleford, Sask., a group gathers every week to play -- sometimes as late as midnight -- a card game called Kaiser that traces its roots to Saskatchewan and parts of Quebec.

There's another group that plays it at the legion in Nipawin, Sask. One of those players says he's played it for 60 years.

So you can imagine their surprise to learn that the game's name is trademarked and that it's now the subject of a lawsuit between two Saskatchewan computer programmers: one with an online version who owns the rights to the name, and the other who has recently developed an app.

"Basically he thinks he has a valid trademark and I think it's not a valid trademark," said Kaiser app designer Tod Baudais, who lives in Thode, south of Saskatoon. "People are almost insulted that this guy has trademarked some of their family heritage."

Kevin Currie has been selling computer versions of Kaiser since the 1990s and is the current holder of the trademark. He said he's filed the lawsuit because he has to defend what's legally his.

"Everybody makes me out to be the bad guy because of what I'm out to protect," said Currie, speaking from Saskatoon. "I've put a lot of money into this."

Kaiser is a trick-taking game played with a 32-card deck. If standard playing cards are used, the penalty card, or the "kaiser," is the three of spades. The bonus card is the five of hearts.

John McLeod, who runs the online card games website pagat.com based in England, said the game may have been born in Quebec in the late 19th century under the name Les Rois, which he says was also played with specially produced cards under the name Lost Heir.

During the First World War, the game was reinterpreted with the four suits representing England, France, Germany and Russia, McLeod says. The kaiser card was named for Kaiser Wilhelm II, while the five of hearts was called Joffre, for the French general Joseph Joffre.

"It may have been contact between soldiers from different parts of Canada serving in Europe in WWI that led to the spread of the game from Quebec to Saskatchewan and maybe even Alberta," McLeod wrote in an email, noting the game is still known as Joffre in Quebec.

Currie programmed and sold his first computer version of Kaiser in the 1990s. To do so, he said, he licensed the rights to the name from Sylvester Gayowski of Prince Albert, Sask., who registered it in 1985 and sold decks of cards specifically meant for the game.

In April of this year, Currie obtained full rights to the trademark and says in the lawsuit that about 12,000 memberships have been sold to play his online version, which allows Kaiser players to compete against each other over the Internet.

"I'm protecting the public so there's no confusion over what they buy."

According to the Canadian Intellectual Property Office, trademark applications are researched to make sure they aren't prohibited by the Trade Marks Act. Applications are advertised in the Trade-marks Journal before they are approved.

Registration is prohibited when the mark is the name of the good in any language. An example the department gives is if someone tried to register the word "online."

"The purpose is to prevent someone from appropriating a clearly descriptive word (or words) and placing legitimate competition at an u disadvantage in relation to language that is common to all," explained Lauren Hebert, a spokesperson for Industry Canada.

Baudais said he's fighting the lawsuit by arguing that the trademark issued in 1985 is invalid because Kaiser was already well-known as a card game in Saskatchewan. He said he's been collecting names and stories of people who played Kaiser prior to 1985 as part of his defence.

The Encyclopedia of Saskatchewan has no entry for the game and the Western Development Museum says it has no information either.

Lawrence Fisher, 84, who plays with the group in Nipawin, says he learned Kaiser when he was a young teacher on his first job near Bruno, Sask., in the 1950s.

"I really don't know where these people got it from. They were mostly of German descent."

Margaret Tipton, 53, who is the administrative assistant at Caleb Village, said she played Kaiser every day at lunchtime when she was in high school in North Battleford in the 1970s.

"My mum and dad knew how to play it. I'm not sure how they learned."

McLeod said some people in Saskatchewan of Ukrainian descent also call the game Troika, after the three of spades.

"From the information I have managed to collect, the main concentrations of players seem to be in Saskatchewan and Quebec," McLeod wrote.

Gayowski, the original trademark holder, said he won't talk about the lawsuit since it is now before the court. He learned the game from his family.

"It was called Kaiser and it was called Three-Spot and some other names," Gayowski said, although most people knew it as Kaiser.

Currie said it doesn't matter if people played Kaiser before the trademark was issued, because nobody was using it commercially to describe a card game before 1985.

"It belongs to nobody until somebody claims it and owns it."

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Card Game
November 8, 2014 7:21 pm
Updated: November 10, 2014 11:47 am

Kaiser card game app to become Troika

By Rob Drinkwater
The Canadian Press

Card game app maker who faced lawsuit folds and changes name of download.

iTunes / Screen Shot

A Saskatchewan programmer says it's cheaper for him to simply call his Kaiser card game app something else rather than fight a lawsuit over the name.

Tod Baudais began selling an app for Kaiser earlier this year, but another programmer in the province who said he owns the trademark took legal action.

Baudais vowed to fight, claiming the name Kaiser has been associated with the game in Saskatchewan for decades.

But he now says the challenge would cost thousands of dollars, so he's decided to call his app Troika instead.

Related

-  **Lawsuit filed over Saskatchewan card game**

The game, which has roots in Saskatchewan and Quebec, is mostly known as Kaiser in Saskatchewan but some people also call it Troika or Three-Spot.

In Quebec, the game is known as Joffre.

"Basically I was told by my lawyer that the full court process to invalidate the trademark would cost somewhere in the neighbourhood of $150,000. So far the app has made about $1500," Baudais, who lives in Thode, said in an email.

"It didn't really take too long to figure out that it wasn't going to be worth it to me to continue. I probably would have needed a second mortgage on my house and I couldn't drag my family through that."

Baudais said the trademark holder, K.C. Magic Data, has accepted his offer to change the name of the app and that the issue is now resolved.

Kevin Currie of K.C. Magic Data confirmed in an email that the lawsuit is over. Currie said that as part of the resolution, Baudais also agreed to update all prior downloads of the app to the new name.

The resolution requires that Baudais not use Kaiser in any business or products, said Currie, who lives in Saskatoon.

"I am very satisfied with the outcome as it was essentially the objective from the start," he wrote.

Kaiser is a trick-taking game played with a 32-card deck. If standard playing cards are used, the penalty card, or the "kaiser," is the three of spades. The bonus card is the

five of hearts.

John McLeod, who runs the online card games website pagat.com based in England, said the game may have been born in Quebec in the late 19th century under the name Les Rois, which he says was also played with specially produced cards under the name Lost Heir.

During the First World War, the game was reinterpreted with the four suits representing England, France, Germany and Russia, McLeod says. The kaiser card was named for Kaiser Wilhelm II, while the five of hearts was called Joffre, for the French general Joseph Joffre.

Currie has been selling computer versions of Kaiser since the 1990s and currently operates an online version of the game. He originally licensed the rights to the name from Sylvester Gayowski of Prince Albert, Sask., who registered it in 1985 and sold decks of cards specifically meant for the game.

In April of this year, Currie obtained full rights to the trademark.

When the lawsuit was launched, many card players expressed surprise to learn the name of their favourite card game was trademarked.

Groups of players meet weekly at seniors' centres and Royal Canadian Legions across Saskatchewan for Kaiser matches, with some claiming they've been playing it since the 1950s.

Baudais had argued it was wrong for the name to have been trademarked in the first place, while Currie said he was obliged to defend something he had paid for that was legally his.

Baudais now writes the two sides have agreed to disagree and have moved on.

"I'd still like to thank everyone that has supported me over the past few months. It's really great hearing about all of the family stories and how this card game played a part in it," Baudais wrote.

Currie, meanwhile, said people can still play Kaiser just like they always have and always will.

> "He can still sell the same game under a new name and I can still sell my computer game under the name Kaiser."

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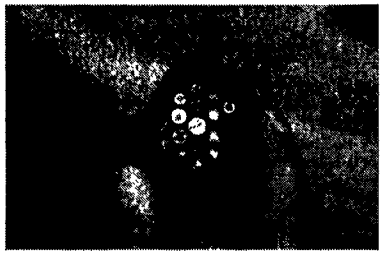

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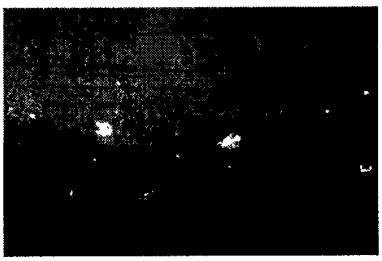

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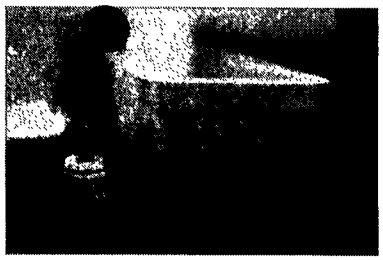

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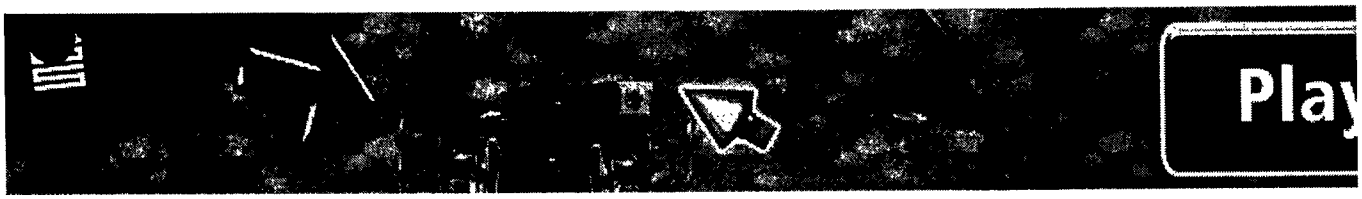


Kaiser

With thanks to the many people who have contributed information about this game and its variations.

Introduction

Kaiser is a Canadian trick-taking game played by four people - two against two as partners sitting across from each other. A 32-card pack is used. Each trick is worth a point and there are two special cards: the lowest heart is worth +5 points to the player taking it in a trick and the lowest spade is worth -3.

This game goes by several alternative names. The name **Kaiser**, by which it is usually known nowadays, may have been introduced during World War I at which time the penalty spade card was seen as representing Kaiser Wilhelm II, and the bonus heart card was the French general Joffre. In Québec some players still call the game **Joffre**, and there are special cards for the game in which the suits reprent countries and the cards in the suits various military ranks. Another version using special cards was published as early as 1893

under the name **Lost Heir**. It is even possible that Lost Heir was the original game, and the Joffre and the games played with standard cards were adaptations and improvements of it. Before World War I in Québec it was usual to play with a pack in which the sevens were the highest card and kings lowest, and the game was called **Les Rois** (kings). In Saskatchewan, some players of Ukrainian descent call the game **Three-Spot** or **Troika**, since they use the three of spades as the penalty card. I am told that in Saskatchewan the game is also popular with Native Americans.

The origins of this game are somewhat of a mystery. It has been played for several generations in Canadian communities of French, German and Ukrainian descent, and some members of all three groups vigorously claim that the game was brought to Canada by their ancestors. However, so far I have found no direct evidence of this game's origin in Europe: neither in France nor Germany nor Ukraine. So far, the earliest evidence of the game is from Québec, where it has certainly been played in logging camps since before 1900. For example Ray Benoit reports that his grandfather learned the game Les Rois in Québec and brought it with him to the USA: his immiogration date is recorded as 1900. It is possible that it spread to other provinces as a result of contact between soldiers from different parts of Canada duing World War I. One Saskatchewan correspondent claimed to have relatives in Kiev who play, but I have no direct confirmation of that, nor of whether the Canadian branch of the family learned it from the Ukrainians or vice versa. I would be interested to hear from anyone who has further information on the history of this game - especially any further evidence of its being played in Canada before 1900 or in Europe at any time.

I should also mention that the Canadian game **Kaiser** has absolutely no connection with the ancient Swiss card game called Kaiserspiel or Kaiserjass, and in the guise of **Les Rois** it has no apparent connection with the compendium game King, known in France as Le Jeu du Roi.

Pack

This game is played with 32 cards - 7 through ace in each suit, but with the ♠**7** replaced by the ♠**3** and the ♥**7** replaced by the ♥**5**. The cards in each suit rank from high to low: **A, K, Q, J, 10, 9, 8, 7** or **5** or **3**.

Idea of the Game

This is a trick taking game, in which each trick is worth one point. In addition the ♥**5** is worth **plus 5** points and the ♠**3** is worth **minus 3** points to the side which takes them in their tricks. The team which bids higher chooses the trump suit and tries to take at least as many points as they bid.

Deal

Deal and play are clockwise. The first dealer is chosen at random - one way is to deal the cards around to the players singly until someone receives a Jack. After each hand the turn to deal passes to the left. The dealer deals out all the cards to the players, clockwise one at a time, so that everyone has eight.

Any player who is dealt no aces, no picture cards and no 3 or 5 can throw in the hand as a "misdeal", and the cards are shuffled and dealt again by the same dealer.

Bidding

Each player in turn, beginning with the player at the dealer's left has one opportunity to bid. He may pass or bid a number; the possible bids are from six to twelve, either with a trump suit or in "no trumps". The trump suit is not specified in the bid, but a player who wants to play no trumps must say so in the bid - for example "eight no". A bid in no trumps outranks an equal bid in a suit, so the possible bids in ascending order are: 6, 6 no, 7, 7 no, 8, 8 no, etc. The maximum possible bid is 12 no.

If a player bids, his bid must be higher that the previous bid, except that the dealer has the special privilege that he only needs to **equal** the previous bid in order to win the bidding.

Example:

Player A passes (isn't sure how many points his team can make)
Player B bids 7 no (believes his team can make at least 7 points without a trump)
Player C bids 8 (believes he can make 8 with a trump)
Player D bids 8 no (8 points without a trump)
Player D wins the bidding. Player D could also bid 8, equal to C's bid, and would then choose a trump suit.

If the first three players pass, the dealer is forced to bid at least the minimum.

Play of the cards

The highest bidder names trumps (unless the bid was no trumps) and leads a card to the first trick. Play is clockwise. Each subsequent player must play a card of the same suit as the led card, if able to; if unable to, they may play any other card they wish. If any trumps are played, the player of the highest trump wins the trick; if no trumps are in the trick, it is won by the highest card of the suit led. The winner of the trick leads to the next trick. When all the cards have been played, the tricks are counted and scores written down.

Scoring

The score depends on the bid, the number of tricks taken, and who took the ♥5 and the ♠3 in their tricks. The first team to reach a cumulative score of 52 or more points wins the game.

Each team counts how many points they have taken as follows:

- **one point** for each trick won
- **plus five points** for winning a trick containing the ♥5
- **minus three points** for winning a trick containing the ♠3

The bidding team's score

If the team which chose trumps took at least as many points as they bid, they add to their score the number of points they took. If they took fewer points than their bid they subtract their bid from their score.

If the team which won the bidding played with no trumps, and took at least as many points as they bid, the add **double** the number of points they took to their score. If they do not make their bid then they subtract **double** their bid from their score.

The opponents' score

If the opponents of the team which won the bidding have a cumulative score of less than 45, they simply score the points they took, irrespective of whether the bid was won or lost, and irrespective of whether it was played with or without trumps. It is possible for this team to score less than zero (if they took the ♠3 with fewer than 3 tricks); in this case their cumulative score will go down.

If the opponents of the bidding team have a cumulative score of 45 or more, they cannot add any points taken to their score, but they still lose points if they took less than zero in tricks.

Variations

34-card Game with Low bids

In Saskatchewan it is common to play Kaiser with a 34-card pack consisting of A-K-Q-J-10-9-8-7 in each suit plus the ♥5 and ♠3. Eight cards are dealt to each player, and a kitty of two cards is dealt face down to the table. The winning bidder names the trump suit (unless the bid was no trump) and then picks up the kitty without showing the cards to the other players and then discards any two cards face down except the 5 & 3.

Since the bidder has the advantage of using the kitty, the minimum bid is normally set at 7.

This game is usually played with Low No Trump bids as an option. In Low No Trump, the rank of the cards other than the 5 and 3 is reversed, so that the 7 is the highest card of each suit, followed by 8, 9, 10, J, Q, K, A. The ace is the lowest card in clubs and diamonds: in hearts and spades the 5 and 3 resepctively rank below the ace. A bid of Low No Trumps ranks just above the corresponding normal No Trump bid, so the sequence of bids in ascending order is 7, 7 no, 7, no low, 8, and so on.

Low No Trump bids are scored in the same way as High No Trump bids - the bidding side scores double the number of points they took if successful and loses double their bid if not. The other team scores what they took, without doubling, as usual.

Many groups who play with Low bids do **not** recognise a hand with "no ace, no face, no 5, no 3" as a misdeal.

Some play that High and Low no trump bids rank equally in the bidding - neither can outbid the other (unless of course one of the players is the dealer, who can always outbid another player by making an **equal** bid).

Some play that the intention to play "low" is not mentioned in the bidding. A successful no trump bidder announces whether the game will be high or low before picking up the kitty. Some play that **any** bid, with or without trumps, can be played high or low: this is announced before picking up the kitty.

Québec version with sevens high

In Québec, Kaiser is sometimes played with a 32-card pack consisting of 7-6-5-4-3-2-A-K in each suit. The sevens are highest in each suit and the kings are lowest. As usual each trick is worth 1 point, the ♥**K** is worth +5 points and the ♠**K** is -3 points. This version of the game is also known as Les Rois (the kings), the ♥**K** being the good king and the ♠**K** the bad king. Ray Benoit reports that his grandfather played this game in Sainte Marie-Madeleine, Québec in the 1890's

As usual 8 cards each are dealt. Bidding starts to dealer's left: each player gets just one chance to bid. The minimum bid is 4 and the maximum is 12. There are no no-trump bids. If the first three players pass, the dealer must bid 4. The final bidder declares trump and leads to the first trick.

The bidding team scores what they make provided it's at least as much as their bid, otherwise they lose the amount of their bid. The non-bidding team always score what they make. The target score is 40 points. If both teams reach 40 or more points on the same deal, the bidding team wins.

J. Hétu describes another version in which in diamonds and clubs the 8's are used as the lowest cards instead of the kings. A trick containing the ♥K is worth +6 points and a trick containing the ♠K is -3 points. The minimum bid is 5, the maximum is 12 and the card led by the high bidder determines the trump suit. This game is also played to 40 points.

Joffre

In some parts of Québec a version of Kaiser known as **Joffre** is played with special cards. The 32-card deck has suits representing England (blue), Russia (green), Germany (brown) and France (red), each with cards from 7 (high) down to zero (low). The cards from 7 to 1 represent military ranks: General (7), Colonel (6), Major (5), Captain (4), Lieutenant (3), Sergeant (2) and Corporal (1). The English zero is a coat of arms, the Russian zero is a clown, the German zero is Kaiser Wilhelm II and the French zero is Joseph Joffre.

The game is played in a similar way to Kaiser, the Kaiser being worth -3 points and Joffre +5. The main differences are:

- The target score to win the game is 40 or 41, or in some places 42.
- There are no "no trump" bids.
- The minimum bid is 5 and the maximum 12.
- The first card played by the high bidder determines the trump suit.
- If the Kaiser wins a trick that contains the Joffre card, the person who played Joffre loses 5 points for the insult.

Joffre is played with these cards in the county of Bellechasse, for example in Sainte-Anselme, but also in Sainte-Germaine de Boulé in western Québec. Since these places are quite far apart, it seems likely that it may also be known in other parts of Québec.

Descriptions of Joffre and illustrations of the cards can be found on the Joffre page of the St-Anselme web site, and attached to the BoardGameGeek Joffre page.

Lost Heir

A rather similar game, using a pack of the same structure, was published by McLoughlin Brothers in 1893 under the name **Lost Heir** and subsequently by various other makers. The suits represent American, Canadian or British cities, and the cards in each suit are Mayor (7), Chief of Police (6); Commissioner (5), Detective (4), Captain (3), Sergeant (2), Policeman (1). There are two blank cards, a Lost Heir card worth +5 points and a Wrong Boy card worth -3 points.

There must have been several versions of the game, because the rules published by McLoughlin, as reproduced in the AGPC archives, specify a 48-card pack with 11 rather than 7 cards in each suit. These rules are rather different from those of the later games. The suit led by the highest bidder is trump, but the Lost Heir always counts as the highest

mp and the Wrong Boy counts as the lowest trump. The two blank cards belong to no suit, so can only be played as discards when the holder is unable to follow suit. If a blank card is played to the same trick as the Lost Heir or Wrong Boy it cancels the value of those cards. There were individual and partnership versions of the game.

The bidding process was strange. The players other than the dealer bid for the right to lead first and make trumps. The dealer could either accept the highest bid and score the amount bid, or reject it, score nothing for the bid, and make trumps himself. At the end of the play each player or team scored the points they made, except that if the bidder made fewer points than the bid, his score for the hand was zero. When playing in teams, the partners simply added their scores together. The first player or team to 25 points was the winner.

It's clear that this game would be rather less interesting to play than Joffre or Kaiser. There is no possibility to capture the Lost Heir from the lucky player who is dealt it: the best the others can do is to annul its trick with a blank card. So it may be that Lost Heir was the original game, and that Joffre and Kaiser were developed later as a result of various improvements to its rules.

Other Variations

Target Score

Many play that if any successful no-trump contract is played during the game, the number of points required to win the game is increased from 52 to 62. This seems to be the normal rule in Saskatchewan.

Some play with a target score of 56, increased to 62 if a no trump bid succeeds.

Some play with a target score of 52, increased to 64 if a no trump bid succeeds.

Some play with a target score of 69.

Minus 52 Loses the Game

When playing to 52, some play that if a team has a cumulative score of minus 52 or worse, they lose the game and the other team wins.

With a different target, the losing score is adjusted accordingly. For example if the target score to win is 69, then the game is lost if a team reaches -69 or worse.

Bid to Win

Some play that the limit for scoring points for tricks without bidding is 47 points rather than 45. In this case if your score is 47 or more, you cannot score for tricks unless you are the bidding team, or unless you capture the ♥5 from the bidders, which wins the game for you.

When the target score is increased to 62 by a no trump bid, the amount that can be scored without bidding is also increased, for example to 56.

Some allow a team to score without bidding, however high their score, but a team can o[illegible] win by means of a successful bid. The non-bidding side cannot win the game, even if their score is well above the target.

Minimum Bid

Many play with a minimum bid of seven rather than six. On the other hand, some allow a minimum bid of five, but this is regarded by serious players as making the game too easy.

No Score for Overtricks

Some play that a succesful bid scores only the amount of the bid (or double that amount for no trump bids). The bidding side scores nothing extra for points made in play in excess of the bid.

Three of Spades

Some play that a team which takes the ♠**3** require three tricks to erase the 3 point penalty. If the team with the ♠**3** take just one or two tricks, their score for the whole hand is minus 3 points. With three tricks their score would be zero, and additional tricks count one further point each as normal. The ♥**5** can also be counted for plus 5 points provided that the team has at least three tricks.

Misdeal

Some play that if the first three players pass, the dealer can also pass, in which case the cards are thrown in as a "misdeal", and shuffled and dealt again by the same dealer.
Some allow a player who holds all four 10s, 9s, or 8s to throw in the hand as a "misdeal". The same dealer shuffles and deals again.

Kaiser Bid

Some allow a bid of **Kaiser**, which means that the bidder alone will take 12 points in no trump - i.e. seven tricks including the five of hearts but not the three of spades. The bidder's partner must take no tricks, and the opponents must take a trick containing the 3 of spades. This wins the game if successfuil and loses the game if unsuccessful.
Some groups play with a **Kaiser** bid in which the bidding **team** has to take 12 points in no trump. If they succeed they win the game: if they fail they lose it.
Some play with a bid of **Kaiser 40**, by which the bidder undertakes to win all eight tricks alone (partner does not take part in the play). This scores 40 points if successful and loses 40 otherwise.

Card Passing

Some play that each player simultaneously passes one card face down to partner before the bidding takes place. Others play that each player passes two cards across the table. Note that a misdeal can only be called on the basis of cards held **before** the pass.

Some play with a card passing scheme similar to Hearts. In the first deal each player passes two cards face down to the left; in the second deal each player passes two cards to the right; in the third deal each player passes two cards to partner; in subsequent deals the pattern is repeated: 2 left, 2 right, 2 across, 2 left, and so on.
One correspondent describes a different variant in which two cards are passed between partners **after** the bidding.

Kaiser with a Pot

Some play that whenever a team loses a bid, they contribute an agreed amount of money to a pot. The pot is collected by the team that wins the game. This makes it less attractive to sacrifice by bidding 9 of a suit to stop the other team making 8 no trump.

Six players

It is possible for six people to play, either in three teams of two or two teams of three, using a 48-card deck without twos. The ♥5 and ♠3 remain as scoring cards even when they are not the lowest cards of their suits.

Five players

Dennis Bell reports that at Simon Fraser University, a 5-player individual version was sometimes played using a 40-card pack including all cards down to the 5, except that the 3 of spades replaces the 5.

Two Players

John Suchan describes a 2-player version in which each player is dealt a hand of 8 cards plus four 2-card piles face down on the table. After the bidding, the top card on each pile is turned over and both players can see these cards. In the play, you may play from the hand or a face up card from the table. After the top card of a pile is played, the card under it is turned face up and becomes available for play.

Other Kaiser WWW sites and software

You can dowload a demo of Kevin Currie's program Kaiser for Windows from the KC Magic Data page.

Contributors

Thanks to the many people who have sent me information about Kaiser, its variations and its history, including Dany Bédard, Dennis Bell, Brian Berard, Kim Bertholm, Trevor Brown, Cindie Chaise, Wayne Choi, Jeff Eggen, Bess Fai, J. Hétu, Dale Holaday, Leanne Jaeb, Gordon Joyce, Gerard Kopp, Steve Leigh, Michael Mee, Tereen Mowrey, Tom Niwinski, Chris Pratt, Mel Prokop, Michel Scott, John Suchan, Simon Tanguay and John Thompson.

1

Kaiser ('kaɪzə)

Definitions

noun *(sometimes not capital)*

(*history*)

1. any German emperor, esp Wilhelm II (ruled 1888–1918)
2. (*obsolete*) any Austro-Hungarian emperor

Derived Forms

'kaiserdom, **'kaiserism** *noun*

Word Origin

C16: from German, ultimately from Latin *Caesar* emperor, from the cognomen of Gaius Julius Caesar

2

Definitions

noun

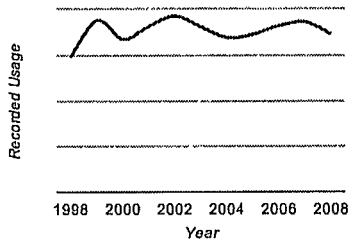
Georg (('ge:ɔrk)). 1878–1945, German expressionist dramatist

Comments

Log in to comment on this word.

"kaiser" photos from Flickr

Word usage trends for "kaiser"



View usage over: Last 10 years

Canada411.ca

651 results for **kaiser** in **Canada**:

K Kaiser **(905) 527-7646**

32 Binkley Cres Hamilton ON L8S 3K9

C Kaiser **(450) 294-2214**

461 Bord de l'Eau S Noyan QC J0J 1B0

Karen & Kurt Kaiser **(613) 966-2658**

526 Moira St W Belleville ON K8N 4Z2

K Kaiser **(613) 820-2968**

2285 Torquay Ave Ottawa ON K2C 1J5

A Kaiser **(905) 262-1339**

14648 Niagara Pkwy Niagara On The Lake ON

Pia Kaiser **(519) 225-2933**

RR2 Granton ON N0M 1V0

F Kaiser **(613) 721-6587**

2578 Hanlon Ave Ottawa ON K2B 7X4

Hans Ulrich Kaiser **(450) 248-3894**

1237 Rg St-Henri Saint-Armand QC J0J 1T0

Z Kaiser **(416) 461-6797**

72 Langford Ave East York ON M4J 3E3

Hans Kaiser **(807) 468-9754**

608 16 th Ave N Kenora ON

J Kaiser **(905) 427-4875**

15 Lucas Lane Ajax ON L1S 3P7

S Kaiser **(905) 845-6403**

271 Kerr St Oakville ON L6K 3S2

G Kaiser **(905) 665-2842**

18 Four Winds Dr Whitby ON L1N 9R9

L Kaiser **(905) 469-4791**

3057 Old Bronte Rd Oakville ON L6M 4J2

C Kaiser **(450) 294-2130**

514 3 Concession Noyan QC J0J 1B0

Canada411

13.8.0.3 (2014-11-03)

Office de la propriété intellectuelle du Canada

Un organisme d'Industrie Canada

50, rue Victoria, bureau C-114
Place du Portage I
Gatineau (Québec) K1A 0C9

Canadian Intellectual Property Office

An Agency of Industry Canada

50 Victoria Street, Room C-114
Place du Portage I
Gatineau, Quebec K1A 0C9

Kevin Currie
155-410 Stensrud Road
Saskatoon SK
S7N 5N9

16 juil/Jul 2014
Votre référence Your File
8051.1
Notre référence Our File
502052 (1)

RE: Trade-mark: Amend. to Regn. No. TMA299,319
Produit/Filed: 2014/07/11
KAISER

Applicant: Kevin Currie

Response Date: September 16, 2014 (2 month(s))

Dear Sir:

Your application to extend the statement of wares and/or services in the above mentioned registration, was received on July 11, 2014.

Pursuant to Section 25 of the *Trade-marks Regulations*, your application can not receive a filing date or further processing until the following requirements are met:

The filing fee for an application to amend the registration of a trade-mark by extending the statement of wares and/or services in respect of which the trade-mark is registered is $450.00.

Also, some of the text was cut off in the description of wares that was attached to your letter. Please provide another copy.

A proper response must be received by the date indicated below to avoid abandonment proceedings in regard to this application.

You may respond by fax to (819) 953-2476 or (819) 953-6742, or by mail at the following address:

Registrar of Trade-marks
50 Victoria Street
Gatineau, Quebec
K1A 0C9

Please identify our reference number, the trade-mark, and the applicant's name on any correspondence.

Yours truly,

Danielle Mathurin,
Formalities Section,
for REGISTRAR OF TRADE MARKS.
819-953-7875
fax: 819-953-2476

Office de la propriété intellectuelle du Canada

Un organisme d'Industrie Canada

50, rue Victoria
Place du Portage I
Gatineau, (Québec) K1A 0C9

http://opic.gc.ca

Canadian Intellectual Property

Industry Canada Industrie Canada

A/M/J..... .....Y/M/D

2014/08/13

225 - 14

S000114134

CIPO OPIC

PB031 1739102
013758 NaAmJ
07/17 120618

CANADA POSTES
POST CANADA

00.75

K1A 0C9 2014 07 17

MOVED / UNKNOWN // DEMENAGE OU INCONNU
RETURN TO SENDER
RENVOI A L'EXPEDITEUR
K1A 0C9

OPIC•CIPO189 02/14

Canada

Office de la propriété intellectuelle du Canada

Un organisme d'Industrie Canada

50, rue Victoria
Place du Portage I
Gatineau (Québec) K1A 0C9

Canadian Intellectual Property Office

An Agency of Industry Canada

50 Victoria Street
Place du Portage I
Gatineau, Quebec K1A 0C9

Date
15 juil/Jul 2014
Votre référence - Your reference
Numéro de dossier - File number
502052

Kevin Currie
PO Box 21081
Saskatoon
SASKATCHEWAN S7H 5N9

Confirmation de modification données du propriétaire

Les données du propriétaire ont été modifiées comme suit:

Confirmation of Amendment Owner Information

Information about the owner has been amended as shown below:

Kevin Currie
PO Box 21081
Saskatoon
SASKATCHEWAN S7H5N9

Marque(s) de commerce / Trade-mark(s) :

TMA299,319 502052 KAISER

Registraire des marques de commerce
Registrar of Trade-marks

Contact: Chantal Tremblay
Section des cessions et renouvellements/
Assignment and Renewal Section
819-997-2590

To: 18199532476

From: Kevin

Date: July 11, 2014 at 12:56:42 PM CST

Subject: **Change of address for TMA299319**

Sheets to follow: 1

Canadian Intellectual Property Office (CIPO)
Trade-marks Assignment Section
50 Victoria Street
Gatineau, QC
K1A 0C9

Please make the changes from my home address to my business address listed on next page.

Thanks,
306 931-3470
Kevin Currie

Industry Canada Industrie Canada
CIPO OPIC

A/M/J .. .. Y/M/D
2014/07/11
192 - 14
E001822472

Request change of Address from Home to Business

TMA299319

Industry Canada Industrie Canada
CIPO OPIC

A/M/J ..... Y/M/D
2014/07/11
192 - 14
E001822473

CURRENT OWNER:
Kevin Currie
115-410 Stensrud Road
Saskatoon
S7W 0B7
SASKATCHEWAN

Please change Current Owner address to:

Kevin Currie
PO Box 21081
Saskatoon
S7H 5N9
SASKATCHEWAN

REQUÉRANT - APPLICANT

Kevin Currie

NUMÉRO DE DOSSIER - FILE NUMBER

502052 (1)

MARQUE DE C[redacted]ERCE - TRADE-MARK

Amend. to Regn. No. TMA299,319 Produit/Filed: 2014/07/18
KAISER

DATE DE PRODUCTION - FILING DATE

18 juil/Jul 2014

RUBRIQUES DE L'INDEX - INDEX HEADINGS

KAISER
*

0502052(1)

MARCHANDISES/SERVICES - WARES/SERVICES

Computer games
Providing multiple user access to a computer network.

To add — Ack Matrix return to sender

EXIGENCES FORMELLES - FORMAL REQUIREMENTS

☐ WARES/MARCHANDISES — ok

☒ SERVICES — ok

☐ DISCLAIMER

☐ CC + FEE

☐ OTHER/AUTRE — 16.1

OBJECTIONS

☐ 12 (1)(a)

☐ 12 (1)(c)

☒ 12 (1)(b) C.D the wares, namely that the computer game is kaiser, a card game.

☐ 12(1)(d)

☐ 16

Ø

No Certificate

☐ OTHER

Feb 18/15

MARQUES ASSOCIEES - ASSOCIATED MARKS

Ø

I am resending Form 7
Please send all Correspondence to the Current Owner address:
Kevin Currie
115-410 Stensrud Road
Saskatoon, Saskatchewan
S7W 0B7

I can be reached at Ph: (306) 931-3470

I had sent this form on July 11 and 14 and it did not fax properly so please use this instead. I had previously faxed the Visa payment on July 14.

Industry Canada Industrie Canada A/M/J. ..... .Y/M/D
2014/07/18
199 - 14
CIPO OPIC C004031954

The Registrar of Trade-marks Gatineau, Quebec.

1. Kevin Currie, the registered owner of the trade-mark registered under TMA299319 on 1985-01-18 applies, in accordance with the provisions of the Trade-marks Act, to have the following amendment made to the register in respect of such trade-mark: Extend the statement of wares in respect of which the trade-mark is registered to include "***Computer games***"

Extend the statement of services in respect of which the trade-mark is registered to include
"Providing multiple user access to a computer network"

2. The trade-mark has been used in Canada by the applicant (*or* his predecessor(s) in title *Kaiser*) in association with all the specific wares listed above. The trade-mark has been so used in Canada in association with the general class of wares comprising the following specific wares "***Computer games***", since *1995-09-30*

3. The trade-mark *Kaiser* has been used in Canada by the applicant (*or* his predecessor(s) in title *Kaiser*) in association with all the specific services listed above. The trade-mark has been so used in Canada in association with the general class of services comprising the following specific services **"Providing multiple user access to a computer network"** since 2005-03-15

4. The applicant is satisfied that he is entitled to use the trade-mark in Canada in association with the *"Wares"* described above.

Note to the examiner: My website is www.kaisergame.com this is where you will find my software using the trademark since 1995 under K.C. Magic Data.

To: 18199532476

From: Kevin

Date: July 14, 2014 at 11:51:54 AM CST

Subject: **Amendment of a Registration to Extend the Statement of Wares or Services**

Sheets to follow: 3

Resending with Payment

Industry Canada Industrie Canada

A/M/J.. .. ..Y/M/D

2014/07/14

195 - 14

CIPO OPIC C004030449

502,052

?

I am resending Form 7 for

Amendment of a Registration to Extend the Statement of Wares

I am Authorizing the Canadian Intellectual Property Office to withdraw the pa

the amount of $450.00

Please send all Correspondence to the Current Owner address:

Kevin Currie

115-410 Stensrud Road

Saskatoon, Saskatchewan

S7W 0B7

I can be reached at Ph: (306) 931-3470

Industry Canada Industrie Canada A/M/J.. ... . . .Y/M/D
2014/07/14
195 - 14
CIPO OPIC C004030450

K220 450$

I had sent this form on July 11 without the payment so please use this instea

TMA299319

To: The Registrar of Trade-marks Gatineau, Quebec.

1. Kevin Currie, the registered owner of the trade
TMA299319 on 1985-01-18 applies, in accordance
Trade-marks Act, to have the following amendme
respect of such trade-mark:

Extend the statement of wares in respect of which
registered to include "***Computer games***", *"the p*
*regulations "**featuring**" scoring, trick taking, bid*
*"**Consisting of**" 32 cards "**namely**" the "3 of Spa*

Extend the statement of services in respect of whi
registered to include

2. The trade-mark has been used in Canada by th
predecessor(s) in title *Kaiser*) in association with
above. The trade-mark has been so used in Canac
general class of wares comprising the following sp
games", since *1995-09-30* and in association witl
comprising the following specific wares *", "playing*
*regulations "**featuring**" scoring, trick taking, bid*
*"**Consisting of**" 32 playing cards "**namely**" the "*
Hearts" since *1995-09-30*

3. The trade-mark *Kaiser* has been used in Canad
predecessor(s) in title *Kaiser*) in association with
listed above. The trade-mark has been so used in
the general class of services comprising the follow
and in association with the general class of servic
specific services since

4. The applicant is satisfied that he is entitled to
Canada in association with the *"Wares"* described

Office de la propriété intellectuelle du Canada

Un organisme d'Industrie Canada

50, rue Victoria, bureau C-114
Place du Portage I
Gatineau (Québec) K1A 0C9

Canadian Intellectual Property Office

An Agency of Industry Canada

50 Victoria Street, Room C-114
Place du Portage I
Gatineau, Quebec K1A 0C9

Kevin Currie
115-410 Stensrud Road
Saskatoon, SK
S7N 5N9

16 juil/Jul 2014
Votre référence Your File

Notre référence Our File
502052

RE: Trade-mark: KAISER
Applicant: Kevin Currie

Response Date: September 16, 2014 (2 month(s))

Dear Sir:

Your application to extend the statement of wares and/or services in the above mentioned registration, was received on July 11, 2014.

Pursuant to Section 25 of the *Trade-marks Regulations*, your application can not receive a filing date or further processing until the following requirements are met:

The filing fee for an application to amend the registration of a trade-mark by extending the statement of wares and/or services in respect of which the trade-mark is registered is $450.00.

Also, some of the text was cut off on in the description of wares that was attached to your letter. Please provide another copy.

A proper response must be received by the date indicated above to avoid abandonment proceedings in regard to this application.

You may respond by fax to (819) 953-2476 or (819) 953-6742, or by mail at the following address:

Registrar of Trade-marks
50 Victoria Street
Gatineau, Quebec
K1A 0C9

Please identify our reference number, the trade-mark, and the applicant's name on any correspondence.

Yours truly,

Danielle Mathurin,
Formalities Section,
for REGISTRAR OF TRADE MARKS.
819-953-7875
fax: 819-953-2476

AS

To: 18199532476

From: Kevin

Date: July 10, 2014 at 10:59:49 PM CST

Subject: **Amendment of a Registration to Extend the Statement of Wares or Services**

Sheets to follow: 2

I am submitting my Amendment for approval

To:
Canadian Intellectual Property Office
Trade-marks Formalities Section
Place du Portage 1
50 Victoria Street, C-114
Gatineau, QC
K1A 0C9

Industry Canada Industrie Canada
CIPO OPIC
A/M/J. . . . . Y/M/D
2014/07/11
192 - 14
E001821895

From:
Kevin Currie
115-410 Stensrud Road
Saskatoon, Sask
S7H 5N9

phone (306) 931-3470

Im not sure of the process to complete and make the payment.

To: The Registrar of Trade-marks Gatineau, Quebec.

1. Kevin Currie, the registered owner of the trade
TMA299319 on 1985-01-18 applies, in accordance
Trade-marks Act, to have the following amendmei
respect of such trade-mark:

Extend the statement of wares in respect of which
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*regulations "**featuring**" scoring, trick taking, bid*
*"**Consisting of**" 32 cards "**namely**" the "3 of Spa*

Extend the statement of services in respect of whi
registered to include

2. The trade-mark has been used in Canada by th
predecessor(s) in title *Kaiser*) in association with a
above. The trade-mark has been so used in Canac
general class of wares comprising the following sp
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comprising the following specific wares *", "playing*
*regulations "**featuring**" scoring, trick taking, bid*
*"**Consisting of**" 32 playing cards "**namely**" the ".*
Hearts" since *1995-09-30*

3. The trade-mark *Kaiser* has been used in Canad
predecessor(s) in title *Kaiser*) in association with a
listed above. The trade-mark has been so used in
the general class of services comprising the follow
and in association with the general class of servic
specific services since

4. The applicant is satisfied that he is entitled to u
Canada in association with the *"Wares"* described

Office de la propriété intellectuelle du Canada

Un organisme d'Industrie Canada

50, rue Victoria
Place du Portage I
Gatineau (Québec) K1A 0C9

Canadian Intellectual Property Office

An Agency of Industry Canada

50 Victoria Street
Place du Portage I
Gatineau, Quebec K1A 0C9

Date	30 avr/Apr 2014
Votre référence - Your reference	42132000
Numéro de dossier - File number	502052

TERRY J. ZAKRESKI
(STEVENSON HOOD THORNTON BEAUBIER LLP)
SUITE 500, 123 - 2nd AVENUE SOUTH
SASKATOON
SASKATCHEWAN S7K 7E6

Confirmation changement en titre

Le nom indiqué ci-dessous a été inscrit comme propriétaire des marques de commerce suivantes.

Confirmation of Change in Title

The name shown below has been entered as the owner of the trade-marks listed.

Kevin Currie
115-410 Stensrud Road
Saskatoon
SASKATCHEWAN S7W0B7

La firme indiquée ci-dessous a été inscrite comme représentant pour signification.

The firm mentioned below has been recorded as Representative for Service.

TERRY J. ZAKRESKI
(STEVENSON HOOD THORNTON BEAUBIER LLP)
SUITE 500, 123 - 2nd AVENUE SOUTH
SASKATOON
SASKATCHEWAN S7K 7E6

Marque(s) de commerce / Trade-mark(s) :

TMA299,319 502052 KAISER

Registraire des marques de commerce
Registrar of Trade-marks

Contact: Jacques Lemieux
Section des cessions et renouvellements/
Assignment and Renewal Section
819-953-4769

STEVENSON
HOOD
THORNTON
BEAUBIER LLP
BARRISTERS AND SOLICITORS

William F.J. Hood, Q.C.
Beaty F. Beaubier, Q.C.
Terry J. Zakreski, B.A., LL.B.♦
Janet L. Stevens, B.A., LL.B.
Karen M. Crellin, LL.B.
Kimberly D. Clark, B.A., LL.B.
Zeke E. Zimonick, B.Sc., J.D.
Gregory A. Kirzinger, B. Comm., J.D.
Faith Baron, B.A.(Hons), M.A., J.D.

Robert F. Thornton, Q.C.
Timothy W. Hodgson, LL.B.
William P. Langen, B.A., LL.B.
Michael J. Deobald, B. Comm., LL.B.
Amanda S.A. Doucette, B.A., LL.B.
Kirsten J. Remarchuk, B.Sc., M.Sc., J.D.
Michael R. Scharfstein, B.Comm., J.D.
Casey F. W. Hood, B. Comm., J.D.

Kenneth A. Stevenson, Q.C. ~ *Counsel*
♦ *Reg. Trademark Agent*

Our File: *42132000*
e-mail: *tzakreski@shtb-law.com*

April 17, 2014

VIA XPRESSPOST

CANADIAN INTELLECTUAL PROPERTY OFFICE
50 Victoria Street, Room C-114
Place du Portage I
Gatineau QC K1A 0C9

214 1007
Industry Canada Industrie Canada
A/M/J . . . . . Y/M/D
2014/04/24
114 - 14
CIPO OPIC C004016740

Attention: Transfer Section

Dear Sir/Madam:

RE: Trademark: KAISER
Registration #: TMA299319
Registrant: Sylvester Gayowski

Further to the above-noted trademark, the following is enclosed:

1. Assignment of Sylvester Gayowski to Kevin Currie; and
2. our cheque for $100.00 payable to the Receiver General.

Please let us know if anything further is required. Otherwise, we look forward to confirmation of the registration of the Assignment.

Yours truly,

STEVENSON HOOD THORNTON BEAUBIER LLP

Per:
Terry J. Zakreski
Registered Trademark Agent
:sjb

Encls.

c: Peter V. Abrametz – Ambrametz & Eggum

c: Kevin Currie

ASSIGNMENT OF CANADIAN TRADEMARK REGISTRATION

ASSIGNMENT

The undersigned, Sylvester Gayowski, the full post office address of whose principal office or place of business is 969 Sanderson Crescent, Prince Albert, Saskatchewan, S6V 6L2, in consideration of the sum of $1.00 and other good and valuable consideration, does hereby assign to Kevin Currie, whose full post office address is 115 – 410 Stensrud Road, Saskatoon, Saskatchewan, S7W 0B7, his successors and assigns, all his rights in the Canadian trademark KAISER, Canadian Trademark Registration No. 299319, including the goodwill of the business appertaining to the said trademark in Canada.

The undersigned agrees to execute and deliver to the assignee all further documents as may be necessary to give effect to the assignment of rights reflected herein.

EXECUTED at Prince Albert, Saskatchewan, this 24 day of March, 2014.

SIGNED, SEALED AND DELIVERED)
in the presence of:)
)
)
)
Witness

SYLVESTER GAYOWSKI

ACKNOWLEDGMENT

The undersigned, Kevin Currie, whose full post office address or principal place of business is 115 – 410 Stensrud Road, Saskatoon, Saskatchewan, S7W 0B7, hereby accepts the above assignment and appoints Terry J. Zakreski of Stevenson Hood Thornton Beaubier LLP, whose full post office address is Box 1901, Saskatoon, Saskatchewan, S7K 3S5, as his agent and the firm to which any notice in respect of the trademark registration may be sent and upon which service of any proceedings in respect of the trademark may be given or served with the same effect as if they had been given to or served upon the assignee.

SIGNED, SEALED AND DELIVERED)
in the presence of:)
)
)
)
Witness

KEVIN CURRIE

COUNSELLOR MANAGEMENT PARTNERSHIP
STEVENSON HOOD THORNTON BEAUBIER LLP

019444

10394	42132/SB	04/17/14	100.00	100.00	0.00	100.00

$100.00

OPIC
OFFICE DE LA PROPRIÉTÉ INTELLECTUELLE DU CANADA

CIPO
CANADIAN INTELLECTUAL PROPERTY OFFICE

Marques de commerce
Certificat de renouvellement

Trade-marks
Certificate of Renewal

La présente atteste que l'enregistrement de cette marque de commerce est renouvelé pour une période de quinze ans, conformément à l'article 46 de la *Loi sur les marques de commerce.*

This is to certify that this trade-mark registration is renewed for a period of fifteen years, in accordance with section 46 of the *Trade-marks Act.*

KAISER

Numéro d'enregistrement
Registration Number **TMA299,319**

Numéro de dossier
File Number **502052**

Date d'échéance
Expiry Date **18 janv/Jan 2015**

Date **8 mars/Mar 2000**

Registraire des marques de commerce
Registrar of Trade-marks

Industrie Canada Industry Canada

Canada

COPIE DU DOSSIER
FILE COPY

OPIC
OFFICE DE LA PROPRIÉTÉ
INTELLECTUELLE DU CANADA
MARQUES DE COMMERCE

Ottawa Hull K1A 0C9

CIPO
CANADIAN INTELLECTUAL
PROPERTY OFFICE
TRADE-MARKS

SYLVESTER GAYOWSKI,
969 - SANDERSON CRES.
PRINCE ALBERT,
SASKATCHEWAN S6V 6L2

Date	8 mars/Mar 2000
Votre référence - Your Reference	
Numéro de dossier - File Number	502052

Confirmation de modification données du propriétaire

Les données du propriétaire inscrit ont été modifiées comme suit:

Confirmation of Amendment Owner Information

Information about the registered owner has been amended as shown below:

SYLVESTER GAYOWSKI,
969 - SANDERSON CRES.
PRINCE ALBERT,
SASKATCHEWAN S6V6L2

Marque(s) de commerce / Trade-mark(s) :

TMA299,319 502052 KAISER

Registraire des marques de commerce
Registrar of Trade-marks

Contact: Rachelle Péloquin
Section des cessions et renouvellements/
Assignment and Renewal Section
(819) 953-9757

OPIC / CIPO
Direction des marques de commerce / Trade-marks Branch
Fiche de travail / Worksheet

Worksheet Name : FEB. 25/00 KAISER C/A
Assemble Date : 08 Mar 2000
Officer : Rachelle Péloquin
Date : 08 Mar 2000

Registration No. d'enreg.	File Number No. du dossier	Rep for Service	Agent	Owner Name	Associated with
TMA299,319	502052		EGGUM, ABRAMETZ & MILLS, 88-13TH STREET EAST, PRINCE ALBERT SASKATCHEWAN S6V 1C6	SYLVESTER GAYOWSKI,	

(*) - trouvé par recherche / retrieved by search

OPIC
OFFICE DE LA PROPRIÉTÉ
INTELLECTUELLE DU CANADA
MARQUES DE COMMERCE

Ottawa Hull K1A 0C9

CIPO
CANADIAN INTELLECTUAL
PROPERTY OFFICE
TRADE-MARKS

Date
09 fév/Feb 2000
N° de Dossier - File Number
502052
N° d'enregistrement - Registration Number
TMA299,319

SYLVESTER GAYOWSKI,
~~100 ROYAL BANK BUILDING,~~ 969- SANDERSON Cres.
PRINCE ALBERT,
SASKATCHEWAN S6V-~~4V7~~ 6L2

Industrie Canada Industry Canada
OPIC CIPO
8 FEB FEV 25 2000 8
Dossier File
Remis a Charged to

Marque de commerce - Trade-mark:
KAISER

DEPOT POUR REC. GEN.
DU CANADA 033-13655
0881-10 09-87913
C/A # 1091
K215 300.00
9549 B# 003 0001-002 9:50AM 3/ 2/00

AVIS DE RENOUVELLEMENT

Permettez-moi de vous rappeler que l'enregistrement de la marque de commerce décrite ci-dessus était sujet à renouvellement le : **18 janvier 2000**

Le droit de renouvellement d'une marque de commerce est de 300,00 $ tel que prescrit à l'annexe I du *Règlement sur les marques de commerce* et le paiement doit être fait à l'ordre du Receveur Général du Canada. Veuillez indiquer les numéros d'enregistrement et de dossier pour fins d'identification.

Conformément à l'article 46(2) de la *Loi sur les marques de commerce*, vous êtes avisé par la présente que le registraire se verra tenu de radier l'enregistrement de la marque de commerce en rubrique si le droit de renouvellement prescrit n'est pas acquitté dans les 6 mois de la date du présent avis.

Si vous avez déjà versé le montant susmentionné, veuillez ne pas tenir compte de cet avis.

RENEWAL NOTICE

I wish to remind you that the registration of the above described trade-mark was subject to renewal on: **January 18, 2000**

The fee for the renewal of a trade-mark is $300.00 as prescribed in schedule I of the *Trade-marks Regulations*. The remittance should be made payable to the Receiver General of Canada. Please quote the registration and file numbers in order to ensure proper identification.

Pursuant to section 46(2) of the *Trade-Marks Act*, you are hereby notified that the Registrar will have no alternative but to expunge the registration of this trade-mark if the prescribed renewal fee is not paid within 6 months from the date of this notice.

If you have already paid the above mentioned fee, please disregard this notice.

Registraire des marques de commerce
Registrar of Trade-marks

Contact: Section des cessions et renouvellements/
Assignment and Renewal Section
(819) 997-2590

Syl & Darlene Gayowski
969 Sanderson Crescent
Prince Albert, Sk, S6V 6L2

M-01048 (96-09)
MAIL POSTE
Canada Post Corporation / Société canadienne des postes
Date 2000.02.25
Postage - Port 4.46
Prince Albert SK S6V7J0
CANADA
6010763 | 015517 | 0263079

C.I.P.O.
-Trademarks
Ottawa - Hull
Ontario
K1A-0C9

Registered Recommandé

CANADA POST POSTES CANADA

RT 151 167 775 CA

R R R R R R

RT 151 167 775 CA

RT 151 167 775 CA

Signature Required
Signature requise

Sender warrants that this shipment does not contain dangerous goods.
L'expéditeur garantit que cet envoi ne contient pas de matières dangereuses.

263079

2000 0225

PRINCE ALBERT
SK

R R R

OPIC
OFFICE DE LA PROPRIÉTÉ
INTELLECTUELLE DU CANADA
MARQUES DE COMMERCE

Ottawa Hull K1A 0C9

CIPO
CANADIAN INTELLECTUAL
PROPERTY OFFICE
TRADE-MARKS

Date	09 fév/Feb 2000
N° de Dossier - File Number	502052
N° d'enregistrement - Registration Number	TMA299,319

SYLVESTER GAYOWSKI,
100 ROYAL BANK BUILDING,
PRINCE ALBERT,
SASKATCHEWAN S6V 4V7

Marque de commerce - Trade-mark:
KAISER

AVIS DE RENOUVELLEMENT

Permettez-moi de vous rappeler que l'enregistrement de la marque de commerce décrite ci-dessus était sujet à renouvellement le : **18 janvier 2000**

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Si vous avez déjà versé le montant susmentionné, veuillez ne pas tenir compte de cet avis.

RENEWAL NOTICE

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Pursuant to section 46(2) of the *Trade-Marks Act*, you are hereby notified that the Registrar will have no alternative but to expunge the registration of this trade-mark if the prescribed renewal fee is not paid within 6 months from the date of this notice.

If you have already paid the above mentioned fee, please disregard this notice.

Registraire des marques de commerce
Registrar of Trade-marks

Contact: Section des cessions et renouvellements/
Assignment and Renewal Section
(819) 997-2590

OPIC
OFFICE DE LA PROPRIÉTÉ
INTELLECTUELLE DU CANADA
MARQUES DE COMMERCE

Ottawa Hull K1A 0C9

CIPO
CANADIAN INTELLECTUAL
PROPERTY OFFICE
TRADE-MARKS

EGGUM, ABRAMETZ, EGGUM & BENDIG
101 - 88 - 13TH STREET EAST
PRINCE ALBERT, SASKATCHEWAN
S6V 1C6

Date	29 janv/Jan 1998
Votre référence - Your Reference	95315
Numéro de dossier - File Number	502052

Marque de commerce - Trade-mark

KAISER

THE LICENCE AGREEMENT (KEVIN CURRIE) HAS BEEN PLACED ON FILE ON JANUARY 29, 1998.

Marque(s) de commerce / Trade-mark(s) :

TMA 299,319 502052 KAISER

Registraire des marques de commerce
Registrar of Trade-marks

Contact: Alice Henry
Section des cessions et renouvellements/
Assignment and Renewal Section
(819) 997-0557

EGGUM, ABRAMETZ, EGGUM & BENDIG

Barristers, Solicitors & Notaries Public

KRISTIAN A. EGGUM, Q.C.
PETER V. ABRAMETZ, B.A., LL.B.
KRISTA L.L. EGGUM, B. Comm., LL.B.
GARTH V. BENDIG, B.A., LL.B.
P. ANDREW ABRAMETZ, B.A., LL.B.
J.M. CUELENAERE, Q.C. (1910-1967)

101 – 88 – 13TH STEET EAST
PRINCE ALBERT, SASK. S6V 1C6
PHONE: (306) 763-7441
FAX: (306) 764-2882
E-MAIL: eggum,abrametz@sk.sympatico.ca

Mr. Abrametz
Our file: 95315

January 12, 1998

Canadian Intellectual Property Office
Ottawa Hull
K1A 0C9

Industrie Canada Industry Canada
OPIC CIPO
4 JAN 20 1998 4
Dossier File
Remis à Charged to

Attention: Alice Henry

Dear Madam:

RE: Sylvester Gayowski - Trade Mark - Kaiser
Registration Number TMA 229.319 Your file: 502052

Further to your correspondence of January 20, 1997, we have enclosed herewith a copy of licensing agreement as between Sylvester Gayowski and Kevin Currie.

We would ask that you accept the same for registration as a licensing agreement pursuant to Section 26(2)(c) of The Trademarks Act.

Yours truly,

EGGUM, ABRAMETZ, EGGUM & BENDIG

Per:

Peter V. Abrametz

PVA/vel
Encl.
c.c. Syl Gayowski

THIS AGREEMENT MADE THIS 30 DAY OF SEPTEMBER, A.D. 1995.

BETWEEN:

SYLVESTER GAYOWSKI
of the City of Prince Albert in the
Province of Saskatchewan

-and-

KEVIN CURRIE,
of the City of Saskatoon in the
Province of Saskatchewan
operating under the style and cause of
~~Data Magic~~,
K.C. Magic Data (hereinafter called the Licensee)

AGREEMENT

WHEREAS the Licensor holds all of the proprietory rights in Canada to the playing card game entitled "Kaiser" (hereinafter called "the game"), including a trademark of the name "Kaiser" with respect to the game, and a copyright of the rules of the game;

WHEREAS the Licensee is desiress of manufacturing computer software, containing those matters which are trademarked, and copyrighted by the Licensor, namely the name "Kaiser", and the rules of the game;

AND NOW THEREFORE this agreement witnesseth that in consideration of the premises, and of the mutual covenants herein contained, the parties agree as follows;

(1)(a) The Licensor hereby licenses, and empowers the Licensee to manufacture computer software incorporating therein the rules of the game "Kaiser" and authorizes the Licensee to utilize the trademark "Kaiser", and to sell the same within North America.

(b) This license shall be exclusive to the Licensee during the term of this agreement

(2) The Licensee agrees to pay to the Licensor as a license fee upon every computer software game sold, incorporating the name "Kaiser", by the said Licensee.

i) A sum equal to 10% of the wholesale selling price to purchasers of each software game sold.

(3) The Licensee shall make full and true returns to the Licensor under oaths on the 30th day of each and every month during the currency of this agreement his statement, containing the number of computer disks sold by him, with the game "Kaiser" therein, and at what wholesale cost, enclosing therewith Licensor's 10% of the wholesale value of the said sale.

(4) In the event that the Licensee fails to make returns, or to make payments herein provided, the Licensor may at his option terminate this license by giving notice in writing thereof to the Licensee by Registered Mail addressed to such Licensee at his address herein set forth; but the said Licensee shall not thereby be discharged from any liability to the Licensor for any license fees due at the time of the service of notice.

(5) The Licensee shall, every 30 days, give notice to the Licensor the number of computer software disks manufactured within which is contained the card game "Kaiser".

(6) The Licensor at all times during the continuance of this agreement have full right and power to inspect the books of account and other records of the Licensee, either individually, or through attorney or accountants employed by him for the purpose of ascertaining the number of computer disks manufactured, and the number of computer disks sold containing within them the card game "Kaiser", the amount received for them, or any other information

which the Licensor may be required or entitled to obtain in order to determine whether or not the Licensee is fully performing the terms, covenants and conditions of this agreement.

(7) This license is granted for the exclusive benefit of the Licensee, and shall not be assigned by him without the consent in writing of the Licensor.

(8) The Licensee shall affix to every computer disk sold by him under this license, within the program, and upon the jacket, the information that "Kaiser" is the trademark of Gayowski Enterprises Ltd, and no computer disk shall be sold without such information therein, or thereon.

(9)(a) This agreement shall continue to be enforced from year to year. Upon agreement being terminated, Licensee agrees to immediately cease and desist manufacturing any more computer disks within which the card name "Kaiser" is contained, and agrees to remit to the Licensor the licensing fee herein before set forth on all those remaining manufactured computer disks as long as each continues to be sold.

(9)(b) The grounds for terminating this agreement by the Licensor shall be failure by the Licensee to abide by the terms of the within Agreement.

(10) Any notice to be given hereunder by one party to the other shall be in writing, and if given to the company shall be addressed as follows;

Sylvester Gayowski
969 Sanderson Crescent
Prince Albert, Sask.
S6V 6L2

and if given to the Licensee it shall be addressed as follows;

Kevin Currie
2231 Coy Avenue
Saskatoon, SK
S7M 0J4

(11) Either party may notify the other of any change in address in accordance with this clause. Any notice shall be given, if delivered. on the day of delivery and if mailed in Canada by Registered Pre-Paid post shall deemed to have been given on the 3rd business day following the date of mailing.

IN WITNESS WHEREOF the parties have hereto affixed their hands and seals the day and year first above written.

S. W. Gayowski
Sylvester Gayowski

SIGNED SEALED and DELIVERED)
in the presence of:)
)
)
Witness

Kevin Currie
Kevin Currie

Eggum, Abrametz & Eggum
101 - 88 - 13th Street East
Prince Albert, Saskatchewan S6V 1C6

Date January 20, 1997

Votre référence - Your Reference 95315

Notre dossier - Our File 502052

Propriétaire - Owner
Sylvester Gayowski
Marque de commerce - Trade-Mark
KAISER
Numéro(s) d'enregistrement - Registration Number(s)
TMA 229,319

Sir/Madam,

Receipt is acknowledged of your letter dated September 24, 1996 enclosing a license agreement in favour of Kevin Currie.

This registration is standing in the name of Sylvester Gayowski while the agreement is signed in the name of Gayowski Enterprises Ltd. The agreement must be signed in the name of the registered owner.

A reply is requested within 6 months from the date of this letter. If a response is not received on or before this date, the request will be treated as abandoned.

Yours Truly,

Alice Henry
Trade-Marks Assignment
& Renewal Section
(819)997-0557

OPIC / CIPO
Direction des marques de commerce / Trade-marks Branch
Fiche de travail / Worksheet

Worksheet Name : Oct - Gayowski
Assemble Date :
Officer : Alice Henry
Date : 20 Jan 1997

Registration No. d'enreg.	File Number No. du dossier	Rep for Service	Owner Name	Associated with
TMA 299,319	502052		SYLVESTER GAYOWSKI,	

(*) - trouvé par recherche / retrieved by search

Eggum, Abrametz & Eggum
BARRISTERS, SOLICITORS & NOTARIES PUBLIC

101 - 88 - 13TH STREET EAST
PRINCE ALBERT, SASK. S6V 1C6
AREA CODE 306 PHONE: 763-7441
763-6965
763-7443
76 4-1566
763-7442
FAX: 764-2882

KRISTIAN A. EGGUM, Q.C.
PETER V. ABRAMETZ, B.A., LL.B.
KRISTA L.L. EGGUM, B. COMM., LL.B.
GARTH V. BENDIG, B.A., LL.B.
P. ANDREW ABRAMETZ, B.A., LL.B.
(J.M. CUELENAERE, Q.C., 1910 - 1967)

Industrie Canada Industry Canada
OPIC CIPO
5 OCT 1 1996 5
Dossier File
Remis a Charged to

followup

PLEASE REFER TO Mr. Abrametz
Our file: 95315

September 24, 1996

Canadian Intellectual Property Office
Ottawa Hull
K1A 0C9

ATTENTION: FRANCOIS BELANGER

Dear Sir:

RE: GAYOWSKI ENTERPRISES LTD. - YOUR FILE: 502052

Further to your past correspondence on this file, we enclose herewith copy of Licensing Agreement dated the 30th day of September, A.D. 1995 as between Gayowski and Currie.

We would ask that you accept the same for registration as a Licensing Agreement pursuant to s.26(2)C of The Trademarks Act.

We further note that we have previously submitted $25.00 for registration of the same and would ask that you kindly acknowledge receipt, and confirmation of registration.

Yours very truly,

EGGUM, ABRAMETZ & EGGUM

Per:

Peter V. Abrametz

PVA/se
Encl.

cc: Syl Gayowski
cc: Hnatyshyn Singer Thorstad

TMA OCT 0 1 1996

RECYCLED PAPER

(2) The Licensee agrees to pay to the Licensor as a license fee upon every computer software game sold, incorporating the name "Kaiser", by the said Licensee.

i) A sum equal to 10% of the wholesale selling price to purchasers of each software game sold.

(3) The Licensee shall make full and true returns to the Licensor under oaths on the 30th day of each and every month during the currency of this agreement his statement, containing the number of computer disks sold by him, with the game "Kaiser" therein, and at what wholesale cost, enclosing therewith Licensor's 10% of the wholesale value of the said sale.

(4) In the event that the Licensee fails to make returns, or to make payments herein provided, the Licensor may at his option terminate this license by giving notice in writing thereof to the Licensee by Registered Mail addressed to such Licensee at his address herein set forth; but the said Licensee shall not thereby be discharged from any liability to the Licensor for any license fees due at the time of the service of notice.

(5) The Licensee shall, every 30 days, give notice to the Licensor the number of computer software disks manufactured within which is contained the card game "Kaiser".

(6) The Licensor at all times during the continuance of this agreement have full right and power to inspect the books of account and other records of the Licensee, either individually, or through attorney or accountants employed by him for the purpose of ascertaining the number of computer disks manufactured, and the number of computer disks sold containing within them the card game "Kaiser", the amount received for them, or any other information

which the Licensor may be required or entitled to obtain in order to determine whether or not the Licensee is fully performing the terms, covenants and conditions of this agreement.

(7) This license is granted for the exclusive benefit of the Licensee, and shall not be assigned by him without the consent in writing of the Licensor.

(8) The Licensee shall affix to every computer disk sold by him under this license, within the program, and upon the jacket, the information that "Kaiser" is the trademark of Gayowski Enterprises Ltd, and no computer disk shall be sold without such information therein, or thereon.

(9)(a) This agreement shall continue to be enforced from year to year. Upon agreement being terminated, Licensee agrees to immediately cease and desist manufacturing any more computer disks within which the card name "Kaiser" is contained, and agrees to remit to the Licensor the licensing fee herein before set forth on all those remaining manufactured computer disks as long as each continues to be sold.

(9)(b) The grounds for terminating this agreement by the Licensor shall be failure by the Licensee to abide by the terms of the within Agreement.

(10) Any notice to be given hereunder by one party to the other shall be in writing, and if given to the company shall be addressed as follows;

Gayowski Enterprises Ltd.
c/o EGGUM, ABRAMETZ & EGGUM
Barristers and Solicitors
88 - 13th Street East
Prince Albert, Saskatchewan
S6V 1C6
Fax: 764-2882;

THIS AGREEMENT MADE THIS 30th DAY OF SEPTEMBER, A.D. 1995.

BETWEEN:

GAYOWSKI ENTERPRISES LTD.,
A body corporate duly authorized to
carry on business in the Province of
Saskatchewan)

(hereinafter called a Licensor)s

-and-

KEVIN CURRIE,
of the City of Saskatoon in the
Province of Saskatchewan
operating under the style and cause of
Data Magic,

(hereinafter called the Licensee)

AGREEMENT

WHEREAS the Licensor holds all of the proprietory rights in Canada to the playing card game entitled "Kaiser" (hereinafter called "the game"), including a trademark of the name "Kaiser" with respect to the game, and a copyright of the rules of the game;

WHEREAS the Licensee is desiress of manufacturing computer software, containing those matters which are trademarked, and copyrighted by the Licensor, namely the name "Kaiser", and the rules of the game;

AND NOW THEREFORE this agreement witnesseth that in consideration of the premises, and of the mutual covenants herein contained, the parties agree as follows;

(1)(a) The Licensor hereby licenses, and empowers the Licensee to manufacture computer software incorporating therein the rules of the game "Kaiser" and authorizes the Licensee to utilize the trademark "Kaiser", and to sell the same within North America.

(b) This license shall be exclusive to the Licensee during the term of this agreement

and if given to the Licensee it shall be addressed as follows;

Kevin Currie
2231 Coy Avenue
Saskatoon, SK
S7M 0J4

(11) Either party may notify the other of any change in address in accordance with this clause. Any notice shall be given, if delivered, on the day of delivery and if mailed in Canada by Registered Pre-Paid post shall deemed to have been given on the 3rd business day following the date of mailing.

IN WITNESS WHEREOF the Licensor has hereto affixed its corporate seal duly attested by its proper officer in that behalf, the day and year first above written and the Licensee has hereunto affixed his hand and seal the day and year first above written.

GAYOWSKI ENTERPRISES LTD. Seal

Gayowski Enterprises Ltd.

Per:

SIGNED, SEALED and DELIVERED)
in the presence of:)

Witness

Kevin Currie

Return in 10 days to

Eggum, Abrametz & Eggum

Barristers, Solicitors, Notaries Public
101 - 88 - 13th Street East
Prince Albert, Sask. S6V 1C6

EGGUM, ABRAMETZ AND ASSOCIATES
88 - 13 - St E
PRINCE ALBERT, SASK
S6V 1C6

CANADA 26 IX 1996

PRINCE ALBERT SASK

POSTAL CODE

1107988

Industrie Canada OPIC

Industry Canada CIPO

OCT 1 1996

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Canadian Intellectual Property Office
Ottawa Hull
K1A 0C9

ATTENTION: FRANCOIS BELANGER

Eggum, Abrametz & Eggum
101-88-13th Street East
Prince Albert, Saskatchewan
S6V 1C6
Attention: Mr. Abrametz

Date
September 3, 1996
Votre référence - Your Reference
95315
Notre dossier - Our File
502052

Propriétaire - Owner
Sylvester Gayowski
Marque de commerce - Trade-mark
KAYSER
Numéro(s) d'enregistrement - Registration number(s)
TMA299,319

Dear Mr. Abrametz,

This is further to your correspondence of July 16th , 1996 and our response dated July 5th 1996, concerning an application for registration of a Registered User agreement for the above noted trade-mark.

With respect to the document submitted for recordal, it is still an application for recordal of a registered user agreement and therefore can not be processed pursuant to s. 26(2)© of the Trade-marks Act. The document is herewith returned.

Your comments and further instructions will be appreciated. If you need more information, please do not hesitate to contact the undersigned.

Yours truly,

François Bélanger
Manager,
Trade-mark Assignment
& Renewal Section
Tel: (819)997-1070
Fax: (819)997-2948

encl.

Eggum, Abrametz & Eggum
BARRISTERS, SOLICITORS & NOTARIES PUBLIC

101 - 88 - 13TH STREET EAST
PRINCE ALBERT, SASK. S6V 1C6
AREA CODE 306 PHONE: 763-7441
763-6965
763-7443
76 4-1566
763-7442
FAX: 764-2882

KRISTIAN A. EGGUM, Q.C.
PETER V. ABRAMETZ, B.A., LL.B.
KRISTA L.L. EGGUM, B. COMM., LL.B.
GARTH V. BENDIG, B.A., LL.B.
P. ANDREW ABRAMETZ, B.A., LL.B. STUDENT AT LAW
(J.M. CUELENAERE, Q.C., 1910 - 1967)

PLEASE REFER TO
Mr. Abrametz
Our file: 95315

July 16th, 1996

Canadian Intellectual Property Office
OTTAWA, HULL
K1A OC9

ATTENTION: Francois Belanger

Dear Sir:

Re: Kayser/Syl Gayowski, Your file: 502052

Thank you for your correspondence of July 5th, 1996.

The agreement we drew, we believe, dated the 20th of December, 1995 between Gayowski and Currie is a License Agreement and we would ask that you accept that document pursuant to paragraph 26(2)(c) of The Trade Mark Act. For your convenience we have deleted the heading which called it an application for registration of a Registered User.

We return herewith the original document and request that it be processed pursuant to Section 26(2)(c) of The Trade Mark Act.

Yours truly,

EGGUM, ABRAMETZ & EGGUM

Per:

PETER V. ABRAMETZ

PVA*JS

c.c. Syl Gayowski

OPIC CIPO
OFFICE DE LA PROPRIÉTÉ INTELLECTUELLE DU CANADA
CANADIAN INTELLECTUAL PROPERTY OFFICE

17726

DEMANDE DE REMBOURSEMENT 016277 REFUND REQUEST

Division	Demandeur - Originator	N° de téléphone - Telephone No.	Date (A-Y M J-D)
JM	F. BELANGER	(819) 997-1070	96 07 05

Nom du bénéficiaire - Name of payee	Montant - Amount	N° de dossier - File No.
EGGUM, ABRAMETZ & EGGUM (SASK)	$ 100	502052

Motif du remboursement - Reason for refund

JUL 5 '96 PM

REFUND RQ APPLICATION
NO Fee
RU Revoked
95315

Renvoyer le dossier à - Return file to	Retourné le - Returned on (A-Y M J-D)	Init.
F. BELANGER 3-8	96 07 09	ll

RF 2216 Q1000 51611

Industrie Canada Industry Canada

Canada

OPIC-CIPO 7 (9-94) (CCA2657)

E56

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OFFICE DE LA PROPRIÉTÉ INTELLECTUELLE DU CANADA

CIPO
CANADIAN INTELLECTUAL PROPERTY OFFICE

17726

DEMANDE DE REMBOURSEMENT 016277 REFUND REQUEST

Division	Demandeur - Originator	N° de téléphone - Telephone No.	Date (A - Y / M / J - D)
TM	F. BELANGER	(819) 997-1070	96 07 05

Nom du bénéficiaire - Name of payee	Montant - Amount	N° de dossier - File No.
EGGUM, ABRAMETZ & EGGUM (SASK)	$ 100	502052

Motif du remboursement - Reason for refund

JUL 5 '96 PM

REFUND RQ APPLICATION
NO FEE
RU REVOKED
95315

Renvoyer le dossier à - Return file to	Retourné le - Returned on (A - Y / M / J - D)	Init.
F. BELANGER 3-8	96 07 09	el

RF 2216 Q1000 51611

Industrie Canada Industry Canada

Canada

OPIC-CIPO 7 (9-94) (CCA2657)

E56

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Distribution: White & Canary - CIPO-Finance

Rose - Votre copie
Pink - Your copy

Eggum, Abrametz & Eggum
101-88-13th Street East
Prince Albert, Saskatchewan
S6V 1C6
Attention: Mr. Abrametz

Date
July 5, 1996
Votre référence - Your Reference
95315
Notre dossier - Our File
502052

Propriétaire - Owner
Sylvester Gayowski
Marque de commerce - Trade-mark
KAYSER
Numéro(s) d'enregistrement - Registration number(s)
TMA299,319

Dear Mr. Abrametz,

This is further to our correspondence of February 13, 1996 and your letter dated June 4, 1996 concerning an application for registration of a Registered User for the above noted trade-mark.

In our letter it is stated that the Office will process licence agreement and document terminating licence agreement as per paragraph 26 (2)(c) of the Trade-mark Act. However, after reviewing your request, it is noted that the document submitted on December 19, 1995 refers to an application for registration of a Registered User. Since Section 50 of the Trade-mark Act dealing with Registered User was revoked on June 9, 1993, there are no provisions in the Act to proceed with your request. Section 50 of the Trade-mark Act now refers to Licences. The document is therefore returned.

A further revision of the trade-mark file reveals that you had previously paid $100.00 with your covering letter dated December 19, 1995 and then $25.00 on June 4th, 1996. A refund in the amount of $100.00 is recommended.

.../2

If you need more information, please donot hesitate to contact the undersigned.

Yours truly,

François Bélanger
Manager,
Trade-mark Assignment
& Renewal Section
Tel: (819)997-1070
Fax: (819)997-2948
encl.

Eggum, Abrametz & Eggum
BARRISTERS, SOLICITORS & NOTARIES PUBLIC

101 - 88 - 13TH STREET EAST
PRINCE ALBERT, SASK. S6V 1C6
AREA CODE 306 PHONE: 763-7441
763-6965
763-7443
76 4-1566
763-7442
FAX: 764-2882

KRISTIAN A. EGGUM, Q.C.
PETER V. ABRAMETZ, B.A., LL.B.
KRISTA L.L. EGGUM, B. COMM., LL.B.
GARTH V. BENDIG, B.A., LL.B.
P. ANDREW ABRAMETZ, B.A., LL.B. (Student-at-Law)
(J.M. CUELENAERE, Q.C., 1910 - 1967)

Industrie Canada Industry Canada
OPIC CIPO
2 JUN 12 1996 2
Dossier File
Remis à Charged to

PLEASE REFER TO

Mr. Abrametz
Our file: 95315

June 4th, 1996

C I P O
OTTAWA, Hull
K1A OC9

ATTENTION: FRANCOIS BELANGER

Dear Sir:

Re: Kayser/Syl Gayowski, Your file: 502052

Thank you for your correspondence of February l3th, 1996 and in pursuance thereof, we enclose herewith our office cheque in your favour in the sum of $25.00 and would ask that the application for registration as a registered user be filed in accordance with Section 26(2)(c) of The Trade Marks Act.

We thank you for your co-operation in this regard.

Yours truly,

EGGUM, ABRAMETZ & EGGUM

Per:

PETER V. ABRAMETZ

PVA*JS
Encl.
c.c. Hnatyshyn, Singer & Co
c.c. Syl Gayowski

JT TJ	Trans#	#Lot Batch	Date de trans Trans Date	TPS GST
C	4959	153	14-6-96	
Reference		#Chèque Cheque # 19685	#Cpte client Customer dep#	
Espèce/cash	CR RC	Compte Account	Montant can Cdn Amount	Autre devise Other Currency	Autre montant Other amt
Chèque/Cheque	Q1000				
Visa					
Mastercard	51625		25		
Cpte dépôt Deposit Acct					
Préparé par Prepared by		Input		Approuvé par Approved by	

TMRO JUN 14 1996

RECYCLED PAPER

PA 502052

Eggum, Abrametz & Eggum
101-88-13th Street East
Prince Albert, Saskatchewan
S6V 1C6
Attention: Mr. Abrametz

Date
February 13, 1996
Votre référence - Your Reference
95315
Notre dossier - Our File
502052

Propriétaire - Owner
Sylvester Gayowski
Marque de commerce - Trade-mark
KAYSER
Numéro(s) d'enregistrement - Registration number(s)
TMA299,319

Dear Mr. Abrametz,

This is further to your correspondence of December 19, 1995 concerning an application for registration of a Registered User agreement for the above noted trade-mark.

On June 9, 1993, the Intellectual Property Law Improvement Act, came into force revoking the provision of Section 50 of the Trade-marks Act. As a result of this, all requests received after June 9, 1993, for the registration, cancellation or the variation of a user of a pending or registered Trade-mark will not be processed.

A practice notice has been published in the September 8, 1993, Trade-mark Journal to this effect, copy enclosed for your reference.

In view of the above mentioned amendment to the Trade-mark Act, there are no longer any provisions in the act which permit us to record the Registered User application as requested.

However, since paragraph 26(2)(c) of the Trade-marks Act provides that the register shall show, with reference to each registered trade-mark, a summary of all documents deposited with the application or subsequently thereto and affecting the rights to the trade-mark, licence agreement and document terminating license agreement will now be process in the same manner as security agreement. Upon receipt of the fee as provided for in Item 8 of the Tariff of Fees ($25.00 per mark) the document will be placed on the trade-mark file and the registers will be noted accordingly.

.../2

Your comments and further instruction will be appreciated. If you need more information, please do not hesitate to contact the undersigned.

A reply is requested within 6 months from the date of this letter. If a response is not received by the Office on or before this date the request will be treated as abandoned and the document submitted will be returned.

Yours truly,

François Bélanger
Manager,
Trade-mark Assignment
& Renewal Section
Tel: (819)997-1070
Fax: (819)997-2948

encl.

Eggum, Abrametz & Eggum
BARRISTERS, SOLICITORS & NOTARIES PUBLIC

101 - 88 - 13TH STREET EAST
PRINCE ALBERT, SASK. S6V 1C6
AREA CODE 306 PHONE 763-7441
763-6965
763-7443
FAX 764-2882

KRISTIAN A. EGGUM, Q.C.
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KRISTA L.L. EGGUM, B. COMM., LL. B.
GARTH V. BENDIG, B.A., LL.B.
(J.M. CUELENAERE, Q.C., 1910 - 1967)

Industrie Canada Industry Canada
OPIC CIPO
13 JAN 30 1996 13
Dossier File
Remis à Charged to

PLEASE REFER TO Mr. Abrametz
Our file: 95315

December 19, 1995

Registrar of Trademarks
Consumer and Corporate Affairs Canada
50 Victoria Street, Place Du Portage 1
Hull, Quebec
K1A 0C9

Attention: Registrar

Dear Sir:

RE: Kaiser Registration Number 299,319

Please find enclosed herewith Form 10, Application for Registration of a Registered user, along with a cheque in the amount of $100.00.

We would be pleased if you would register Kevin Currie as a Registered User of the trademark Kaiser.

Yours truly,

EGGUM, ABRAMETZ & EGGUM

Per:

Peter V. Abrametz

PVA/mb

c.c. Gayowski Enterprises Ltd.

TMRO JAN 31 1996

JT TJ	Journal R2835	#Lot Batch# 478	Date de trans Trans Date 31-1-96	TPS GST
Référence Reference		#Chèque Cheque # 6	#Cpte client Customer dep#	
Espèce/Cash / Chèque / Cheque	CR RC	Compte Account	Montant can Cdn Amount	Autre devise Other Currency	Autre montant Other amt
Visa	Q1000				
Mastercard		51611	100.		
Cpte dépôt Deposit Acct					
Préparé par Prepared by		Input		Approuvé par Approved by	

REFUND
DATE: JUL JUIL 8 1996 $ 100.
REF: RF2216 INIT: el.
REMBOURSEMENT

RECYCLED PAPER

APPL'N/DEM. NO 502 052 REGISTRATION/ENREGISTREMENT NO TMA299,319

FILING DATE/DATE DE DEPOT: 20 APR/AVR 1983
REGISTRATION DATE/DATE D'ENREGISTREMENT: 18 JAN/JANV 1985

REGISTRANT/PROPRIETAIRE ORIGINAL:

SYLVESTER GAYOWSKI,
100 ROYAL BANK BUILDING,
PRINCE ALBERT,
Saskatchewan
S6V 4V7

TRADE MARK/MARQUE DE COMMERCE:
KAISER

WARES/MARCHANDISES:
Playing card game, playing card game rules and regulations.

Declaration of use filed 31 OCT/OCT 1984

SEE AUXILIARY REGISTER FOR REGISTERED USER
USAGER INSCRIT - VOIR REGISTRE AUXILIAIRE

REPORT NUMBER: A20RG20 DATE: 07/11/83 (502,052)
ADVERTISEMENT DATE: 1983/12/07 VOLUME NUMBER: 30 ISSUE NUMBER: 1519 PAGE 356

APPLICATION NUMBER - DEMANDE NOMBRE: 502,052 REGISTRATION NO:
FILING DATE - DATE DE PRODUCTION: 1983/04/20 REGISTRATION
PRIORITY FILING DATE DATE: / /
- DATE DE PRIORITE DE PRODUCTION: / / EXTENSION CNTR: 000

TRADE MARK - MARQUE DE COMMERCE :
KAISER

APPLICANT - PROPRIETAIRE INSCRIT:
SYLVESTER GAYOWSKI,
100 ROYAL BANK BUILDING,
PRINCE ALBERT,
Saskatchewan S6V 4V7

WARES:
Playing card game, playing card game rules and regulations.

~~Proposed use in CANADA~~

MARCHANDISES:
Jeu de cartes, règlements pour jeux de cartes.

Emploi projeté au CANADA

See AU[illegible] [illegible] User
Usager [illegible]RE

Decl. of use filed October 31, 1984

Agent
R.U.
MAIL TO
ECCUM
ABRAMETZ
ASSOC.

N/A

Eggum, Abrametz & Associates

BARRISTERS, SOLICITORS & NOTARIES PUBLIC

AREA CODE 306 PHONE 763-7441
763-6965
763-7443

K. EGGUM, Q.C.
P.V. ABRAMETZ, B.A., LL.B.
G.R. BAUDAIS, B.A., LL.B.
TRENT FORSYTH, B.A., LL.B.
J.M. CUELENAERE, Q.C. (1910-1967)

100 ROYAL BANK BUILDING
PRINCE ALBERT, SASK.

PLEASE REFER TO

Mr. Abrametz
Our file: 8051-2

October 24th, 1984

Consumer and Corporate Affairs Canada
Trade Marks
OTTAWA - HULL
K1A 0C9

ATTENTION: F. Frechette
Examination Clerk

Dear Madam:

Re: Trade Mark - KAISER
Sylvester Gayowski

Further to your correspondence of September 26th, 1984 we enclose herewith our revised Statutory Declaration duly executed by Sylvester Gayowski.

We trust this will meet with your requirements and thank you for your assistance and co-operation throughout.

Yours truly,

EGGUM, ABRAMETZ & ASSOCIATES

Per:

Peter V. Abrametz

js
Encl.
c.c. Sylvester Gayowski

Form 44. 2M

Commercial Printers, Ltd., Regina, Sask.

CANADA
Province of Saskatchewan
TO WIT:

FILE CALLED
NOV 9 1984

In the matter of

I, SYLVESTER GAYOWSKI
Prince Albert, Merchant of the City of in the Province of Saskatchewan

Do solemnly declare that :

(1) That I am the Applicant and have registered the trade mark "KAISER".

(2) That pursuant to Section 39 (2) of The Trade Marks Act, I do hereby declare that the registered user, Gayowski Enerprises Ltd. has commenced the use of the Trade Mark in Canada in association with the wares specified in the application, namely, in a playing card game, playing card game rules and regulations.

And I make this solemn declaration conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath, and by virtue of The Canada Evidence Act.

Declared before me at the City of Prince Albert in the Province of Saskatchewan, the 23rd day of October ~~19~~ 84.

~~A Commissioner for Oaths~~ Notary Public in and for the Province of Saskatchewan.

~~My commission expires~~

Being a Solicitor.

S. W. Gayowski

Sylvester Gayowski
President of Gayowski Enterprises Ltd.

Dated October 23rd, 19 84

IN THE MATTER OF

Gayowski Enterprises Ltd.

Statutory Declaration

Commercial Printers, Ltd., Regina, Sask.

Eggum, Abrametz & Associates
Barristers and Solicitors
100 Royal Bank Building
Prince Albert, Saskatchewan
S6V 4V7

Consommation et Corporations Canada
Consumer and Corporate Affairs Canada

Marques de commerce
Trade Marks

Ottawa-Hull
K1A 0C9

September 26, 1984

Votre référence / Your file: 8051.1

Notre référence / Our file: 502,052

Eggum, Abrametz & Associates,
100 Royal Bank Bulding,
Prince Albert, Saskatchewan
S6V 4V7

Gentlemen,

Re: Trade Mark - KAISER
Sylvester Gayowski

The declaration of use enclosed with your letter of September 4, 1984 has been received.

It is noted that the declaration of use states that use has been commenced in association with the wares as applied, except for the phrase "and all uses ancillary thereto" which does not constitute part of the wares.

Therefore, a revised declaration of use should be submitted deleting this phrase.

You are hereby granted an extension of time of 3 months from the date of this letter in which to fulfill the requirements of Section 39(2) of the Trade Marks Act.

Yours truly,

F. Fréchette
Examination Clerk

/af

Canada

Eggum, Abrametz & Associates

BARRISTERS, SOLICITORS & NOTARIES PUBLIC

K. EGGUM, Q.C.
P.V. ABRAMETZ, B.A., LL.B.
G.R. BAUDAIS, B.A., LL.B.
TRENT FORSYTH, B.A., LL.B.
J.M. CUELENAERE, Q.C. (1910-1967)

AREA CODE 306 PHONE 763-7441
763-6965
763-7443

100 ROYAL BANK BUILDING
PRINCE ALBERT, SASK. S6V 4V7

PLEASE REFER TO

Mr. Abrametz
Our file: 8051-2

September 4th, 1984

Consumer and Corporate Affairs Canada
Trade Marks
OTTAWA - HULL
K1A OC9

ATTENTION: F. Frechette
Examination Clerk

Dear Madam:

Re: KAISER
Sylvester Gayowski
Your reference: 502,052

We thank you for your correspondence of August 20th, 1984 and we enclose herewith a copy of our correspondence of March 16th, 1984 along with a copy of Declaration of Use sworn in March of 1984.

We further enclose herewith new Statutory Declaration of Use sworn August 31st, 1984 and we would ask that you forward to our office a Certificate of Registration of the Trade Mark KAISER pursuant to Section 39(3) of the Act.

If there is any problem whatsoever, kindly contact the Writer.

Yours truly,

EGGUM, ABRAMETZ & ASSOCIATES

Per:

Peter V. Abrametz

PVA*js
Encls.
c.c. Syl Gayowski

Form 44. 2M

Commercial Printers, Ltd., Regina, Sask.

CANADA
Province of Saskatchewan
TO WIT:

In the matter of

I, SYLVESTER GAYOWSKI of the City of Prince Albert, Merchant, in the Province of Saskatchewan

Do solemnly declare that :

(1) That I am the Applicant and have registered the trade mark "KAISER".

(2) That pursuant to Section 39 (2) of The Trade Marks Act, I do hereby declare that the registered user, Gayowski Enterprises Ltd. has commenced the use of the Trade Mark in Canada in association with the wares specified in the application, namely, in a playing card game, playing card game rules and regulations, and all uses ancillary thereto.

And I make this solemn declaration conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath, and by virtue of The Canada Evidence Act.

Declared before me at the City of Prince Albert in the Province of Saskatchewan, the 31st day of August 19 84

A Commissioner for Oaths / Notary Public in and for the Province of Saskatchewan.

~~My commission expires~~
Being a Solicitor.

S. W. Gayowski

Sylvester Gayowski

Dated August 31st, 19 84

IN THE MATTER OF

The Trade Marks Act and Gayowski Enterprises Ltd.

Statutory Declaration

Commercial Printers, Ltd., Regina, Sask.

Eggum, Abrametz & Associates
Barristers and Solicitors
100 Royal Bank Building
PRINCE ALBERT, Saskatchewan
S6V 4V7

XXXXXXXXXXXXXXXXXXXXXXX

Mr. Abrametz
Our file: 8051-2

March 16th, 1984

Consumer & Corporate Affairs
50 rue Victoria
HULL, P. Q.
K1A 0C9

ATTENTION: Mrs. H. Nezan

Dear Madam:

Re: Trade Mark - Kaiser
Your file: 502,052

Please find enclosed herewith Declaration of Use Notice under Section 39(2) of The Trade Marks Act. If the same is for any reason whatsoever, not satisfactory, I would ask that you contact the Writer forthwith.

We would further ask that you forward to our office a Certificate of Registration of the Trade mark Kaiser pursuant to Section 39(of the Act.

Yours truly,

EGGUM, ABRAMETZ & ASSOCIATES

Per:

Peter V. Abrametz

PVA*js
Encls.

Form 64. 2M

Commercial Printers, Ltd., Regina, Sask.

CANADA
Province of Saskatchewan
TO WIT:

In the matter of

I, Sylvester Gayowski of the City of Prince Albert, Merchant, in the Province of Saskatchewan

Do solemnly declare that :

(1) That I am the Applicant and have registered the trade mark "KAISER".

(2) That pursuant to Section 39 (2) of The Trade Marks Act, I do hereby declare that the registered user Gayowski Enterprises Ltd. has commenced the use of the trade mark in Canada in association with the wares specified in the application, namely, in a playing card game, playing card game rules and regulations, and all uses ancillary thereto.

And I make this solemn declaration conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath, and by virtue of The Canada Evidence Act.

Declared before me at the City of Prince Albert in the Province of Saskatchewan, the [illegible] day of March 1984.

A Commissioner for Oaths in and for the Province of Saskatchewan.

My commission expires Dec. 31st, 19[illegible].

S. W. Gayowski

Sylvester Gayowski
President of Gayowski Enterprises Ltd.

Consommation et Corporations Canada
Consumer and Corporate Affairs Canada

Marques de commerce
Trade Marks

Ottawa-Hull
K1A 0C9

August 20, 1984

Votre référence / Your file
8051.1

Notre référence / Our file
502,052

Eggum, Abrametz & Associates,
100 Royal Bank Building,
Prince Albert, Saskatchewan,
S6V 4V7

Gentlemen:

Re: KAISER
Sylvester Gayowski

We acknowledge receipt of your letter dated July 10, 1984.

Please note that no correpondence has been received concerning the declaration of use required in accordance with Section 39(2) of the Trade Marks Act.

The office would appreciate receiving copies of same filed on March 16, 1984.

You are hereby granted an extension of two months from the date of this letter to reply to avoid the abandonment of this application pursuant to Section 39(3) of the Trade Marks Act.

Yours truly,

F. Frechette
Examination Clerk

wm-h

Canada

Eggum, Abrametz & Associates

BARRISTERS, SOLICITORS & NOTARIES PUBLIC

AREA CODE 306 PHONE 763-7441
763-6965
763-7443

K. EGGUM, Q.C.
P.V. ABRAMETZ, B.A., LL.B.
G.R. BAUDAIS, B.A., LL.B.
TRENT FORSYTH, B.A., LL.B.
J.M. CUELENAERE, Q.C. (1910-1967)

100 ROYAL BANK BUILDING
PRINCE ALBERT, SASK. S6V 4V7

PLEASE REFER TO Mr. Abrametz
Our File: 8051.2

July 10, 1984

Consumer and Corporate Affairs
50 rue Victoria
Hull, P.Q.
K1A 0C9

ATTENTION: Mrs. H. Nezan

Dear Madam:

Re: Trademark - Kaiser
Your File: 502,052

By our correspondance of March 16, 1984, we enclosed Declaration of use pursuant to Section 39 (the Trademarks Act), and have requested you forward to our office a Certificate of Registration of trademark "Kaiser" pursuant to Section 39 of the act. We have not received confirmation of the receipt of our correspondance, nor your Certificate of Registration and we would ask that you kindly confirm receipt of our declaration of March 16, 1984 and your Certificate of Registration.

If there is any problem in this matter kindly contact the writer as soon as possible as we notice that the six month requirement set forth in yours of March 8, 1984 is fast approaching.

Yours truly,

EGGUM, ABRAMETZ & ASSOCIATES

Per:

Peter V. Abrametz

PVA/klle

Consumer and Corporate Affairs Canada | Consommation et Corporations Canada

Eggum, Abrametz & Mills
100 Royal Bank Building
Prince Albert, Saskatchewan
S6V 4V7

OUR FILE — NOTRE RÉFÉRENCE
502052

YOUR FILE — VOTRE RÉFÉRENCE
8051.1

March 8, 1984

APPLICANT - REQUÉRANT

Sylvester Gayowski

TRADE MARK - MARQUE DE COMMERCE

KAISER

REGISTERED USER — USAGER INSCRIT

Gayowski Enterprises Ltd.

DECLARATION OF USE NOTICE UNDER SECTION 39 (2)

PURSUANT TO SECTION 39 (2) OF THE TRADE MARKS ACT, THE REGISTRAR HEREBY GIVES NOTICE THAT THE ABOVE-DESCRIBED APPLICATION FOR REGISTRATION OF A PROPOSED MARK HAS BEEN ALLOWED.

UPON RECEIPT OF DECLARATION THAT THE APPLICANT (OR THE APPROVED REGISTERED USER) HAS COMMENCED THE USE OF THE TRADE MARK IN CANADA IN ASSOCIATION WITH THE WARES AND/OR SERVICES SPECIFIED IN THE APPLICATION, THE TRADE MARK WILL BE REGISTERED.

PLEASE DISREGARD THE FOLLOWING UNLESS MARKED BY AN "X".

THE APPLICATION FOR THE ABOVE-NAMED REGISTERED USER HAS BEEN APPROVED. [X]

THREE SPECIMENS SHOWING THE MARK AS ACTUALLY USED IN ASSOCIATION WITH THE WARES AND/OR SERVICES AS DESCRIBED IN RULE 33 OF THE TRADE MARKS RULES ARE REQUIRED. [ ]

REGISTRAR OF TRADE MARKS
LE REGISTRAIRE DES MARQUES DE COMMERCE

DÉCLARATION D'USAGE AVIS SELON L'ARTICLE 39 (2)

EN CONFORMITÉ DE L'ARTICLE 39 (2) DE LA LOI SUR LES MARQUES DE COMMERCE, LE REGISTRAIRE DONNE AVIS PAR LA PRÉSENTE QUE LA DEMANDE D'ENREGISTREMENT DE LA MARQUE PROJETÉE DÉCRITE CI-DESSUS A ÉTÉ ADMISE.

LA MARQUE DE COMMERCE SERA ENREGISTRÉE SUR RÉCEPTION D'UNE DÉCLARATION PORTANT QUE LE REQUÉRANT (OU L'USAGER INSCRIT APPROUVÉE) A COMMENCÉ À EMPLOYER LA MARQUE DE COMMERCE AU CANADA EN LIAISON AVEC LES MARCHANDISES ET (OU) LES SERVICES MENTIONNS DANS LA DEMANDE.

VEUILLEZ NE PAS TENIR COMPTE DE CE QUI SUIT SAUF SI MARQUÉ "X".

LA DEMANDE SOUMISE À L'ÉGARD DE L'USAGER INSCRIT SUSMENTIONNÉ A ÉTÉ APPROUVÉE.

TROIS SPÉCIMENS DE LA MARQUE DE COMMERCE TELLE QU'ELLE EST EMPLOYÉE EN LIAISON AVEC LES MARCHANDISES ET OU LES SERVICES SONT REQUIS, COMME LE PRESCRIT LA RÈGLE 33 DE RÈGLES RELATIVES AUX MARQUES DE COMMERCE.

OTTAWA-HULL
68 RUE VICTORIA
PH 1. PLACE DU PORTAGE
K1A 0C9

NOTE

IF THE DECLARATION IS NOT FILED WITHIN SIX MONTHS FROM THE DATE OF NOTICE, THE APPLICATION WILL BE ABANDONED.

SI LA DÉCLARATION N'EST PAS PRODUITE DANS LES SIX MOIS DE LA DATE DE CET AVIS, LA DEMANDE SERA CENSÉE AVOIR ÉTÉ ABANDONNÉE.

Consumer and Corporate Affairs Canada | Consommation et Corporations Canada

RU61153

REGISTERED USER
USAGER INSCRIT

Application No.: 502052
Demande numéro:

Name: Gayowski Enterprises Ltd
Nom:

Period ends: Ind
Fin de la période:

Mark assigned:
Marque transférée:

Wares: A/wares
Produits:

User approved: yes February 10, 1984
Usager agrée:

CCA-653 (5-82) Same Agent

Canada

Consumer and Corporate Affairs Canada | Consommation et Corporations Canada

ADVERTISEMENT FORM
FORMULE DE PUBLICATION

SCREEN/ÉCRAN VY002AE

APPLICATION NO. / DEMANDE N°. 502052

EXTENSION COUNTER / NOMBRE D'EXTENSION

SCREEN/ÉCRAN VY002BE

FILING DATE / DATE DE PRODUCTION 1983/04/20

PRIORITY / PRIORITÉ 19 / /

APPLICATION FOR EXTENSION — DEMANDES D'EXTENSION

REGISTRATION DATE / DATE D'ENREGISTREMENT

REGISTRATION NO. / NO. D'ENREGISTREMENT

REGISTER NO. / REGISTRE N°.

REGISTRATION ACT/LOI RÉGISSANT L'ENREGISTREMENT

- [ ] A- TMA/LMC
- [ ] B- UCA/LSCD
- [ ] C- TM&D/LMC & DF
- [ ] D- NFLD/D-T-N

LANGUAGE OF APPLICATION — LANGUE DE LA DEMANDE

- [x] 1. ENGLISH / ANGLAIS
- [ ] 2. FRENCH / FRANÇAIS
- [ ] 3. ENGLISH WARES/SERVICES AND FRENCH DOCUMENTS / MARCHANDISES/SERVICES ANGLAIS ET DOCUMENTS FRANÇAIS
- [ ] 4. FRENCH WARES/SERVICES AND ENGLISH DOCUMENTS / MARCHANDISES/SERVICES FRANÇAIS ET DOCUMENTS ANGLAIS

TRADE MARK TYPE — GENRE DE MARQUE DE COMMERCE

- [x] 1. WORD / MOT
- [ ] 2. DESIGN / DESSIN
- [ ] 3. NEGATIVE / NÉGATIF

TRADE MARK CLASSIFICATION — CLASSIFICATION DE LA MARQUE DE COMMERCE

- [ ] BLANK / NIL — TRADE MARK / MARQUE DE COMMERCE
- [ ] D — DISTINGUISHING GUISE / SIGNE DISTINCTIF
- [ ] C — CERTIFICATION MARK / MARQUE DE CERTIFICATION

FOR DESIGN — POUR LE DESSIN:

WHITE SPACE CODE: / CODE D'ESPACEMENT: (01-11)

FOR WORD — POUR LE MOT

KAISER

SCREEN/ÉCRAN VY002CE

APPLICANT DATA / RENSEIGNEMENTS SUR LE REQUÉRANT

- [x] SAME AS APPLICATION / TELLE QUE LA DEMANDE

NAME / NOM

ADDRESS / ADRESSE

COUNTRY/PROVINCE CODE / CODE PROVINCE/PAYS S1

CANADIAN POSTAL CODE / CODE POSTAL CANADIEN S6V-4V7

SCREEN/ÉCRAN VY002DE

REPRESENTATIVE FOR SERVICE DATA / RENSEIGNEMENTS SUR L'AGENT POUR SIGNIFICATION

- [ ] SAME AS APPLICATION / TELLE QUE LA DEMANDE

NAME / NOM

ADDRESS / ADRESSE

PROVINCE CODE / CODE PROVINCIAL

POSTAL CODE / CODE POSTAL

SCREEN/ÉCRAN VY002EE	SCREEN/ÉCRAN VY002FE AND/ET VY002GE	TEXTUAL DATA DONNÉES TEXTUAIRES

☐ TRADE MARK AGENT — AGENT POUR MARQUE DE COMMERCE

☐ SAME AS APPLICATION — TELLE QUE LA DEMANDE — OR/OU NEW AGENT CODE — NOUVEAU CODE D'AGENT

☐ DISCLAIMER DÉSISTEMENT CODE (1-6)	☐ 540- DISCLAIMER DÉSISTEMENT	☐ 720- TRANSLATION TRADUCTION
☐ WARES/SERVICES MARCHANDISES/SERVICES CODE (1-3)	☐ 550- WARES MARCHANDISES	☐ 730- TRANSLATION TRADUCTION
☐ SAME AS APPLICATION TELLE QUE DEMANDÉ ☐ NUMBERED NUMÉROTÉ	☐ 560- SERVICES	☐ 740- TRANSLATION TRADUCTION
☐ USE/MADE KNOWN EMPLOYÉ/RÉVÉLÉ CODE (1-5)	☐ 570- MADE KNOWN RÉVÉLÉ	☐ 750- TRANSLATION TRADUCTION
DATE OF FIRST USE: DATE DU PREMIER EMPLOI: 19 Y-A M D-J	☐ 580- USED TEXT EMPLOYÉ	☐ 760- TRANSLATION TRADUCTION
☐ USED IN (COUNTRY CODE) EMPLOYÉ (CODE DU PAYS) CODE	☐ 590- FOREIGN USE TEXT EMPLOI À L'ÉTRANGER	☐ 770- TRANSLATION TRADUCTION
☐ REGISTERED IN (COUNTRY CODE) ENREGISTRÉ (CODE DU PAYS) ON EN UNDER — SOUS LE N°.	☐ 600- FOREIGN REGISTRATION TEXT ENREGISTRÉ À L'ÉTRANGER	☐ 780- TRANSLATION TRADUCTION
☐ REGISTRABILITY RECOGNIZED CODE CODE DE RECONNAISSANCE COMME ENREGISTRABLE (1-3)	☐ 610- REGISTRABILITY TEXT RECONNU POUR ENREGISTRABLE	☐ 790- TRANSLATION TRADUCTION
	☐ 620- RESTRICTIONS	☐ 800- TRANSLATION TRADUCTION
☐ PROPOSED USE EMPLOI PROJETÉ CODE (1-3)	☐ 630- PROPOSED USE EMPLOI PROJETÉ	☐ 810- TRANSLATION TRADUCTION
☐ PARTIAL OWNER? TITULAIRE PARTIEL? ☐ REGISTERED USER? USAGE INSCRIT?	☐ 660- APPLICANT IS OWNER OF REGISTRATION NO(S) LE REQUÉRANT EST LE PROPRIÉTAIRE DE L'ENREGISTREMENT N° (S).	☐ 830- TRANSLATION TRADUCTION

APPLICATION NO - DEMANDE NO: 502052 REGISTRATION NO:
FILING DATE - DATE DE PRODUCTION: 1983/04/20 REGISTER NUMBER:
PRIORITY FILING DATE - REGISTRATION DATE:
DATE DE PRIORITE DE PRODUCTION: EXTENSION COUNTER: 000

APPLICANT - PROPRIETAIRE INSCPIT
SYLVESTER GAYOWSKI,
100 ROYAL BANK BUILDING,
PRINCE ALBERT,
Saskatchewan
S6V 4V7

AGENT: 5960
EGGUM, ABRAMETZ & MILLS,
100 ROYAL BANK BUILDING,
PRINCE ALBERT, SASKATCHEWAN,
S6V 4V7.

TRADE MARK/MARQUE DE COMMERCE
~~Kaiser~~ KAISER

W A R E S :
Playing card game, playing card game rules and regulations.

Proposed use in CANADA

SUBJECT HEADINGS:
Kaiser

502052

APPLICATION FOR REGISTRATION OF A
PROPOSED TRADE MARK

TO: The Registrar of Trade Marks,
OTTAWA
Canada

1. The undersigned, Sylvester Gayowski, the full post office address of whose principal office or place of business is 100 Royal Bank Building, Prince Albert, Saskatchewan, S6V 4V7, hereby applies for the registration, in accordance with the provisions of the Trade Marks Act, of the trade mark identified below.

2. The trade mark is the word, ~~"Kaiser"~~. KAISER

See letter Aug. 19/83

3. The Applicant intends to use the trade mark in Canada in association with a playing card game, playing card game rules and regulations and the applicant requests registration of the trade mark in respect of such wares.

4. The application is accompanied by an application for the registration of a person as a registered user of the trade mark in respect of a playing card game with rules and regulations and the Applicant requests registration of the trade mark in respect of such wares.

5. The applicant is satisfied that he is entitled to use the trade mark in Canada in association with the wares described above.

EXECUTED at Prince Albert, in the Province of Saskatchewan this 14th day of April, A.D. 1983.

S. W. Gayowski

Sylvester Gayowski

Eggum, Abrametz, Mills & Zuk

BARRISTERS, SOLICITORS & NOTARIES PUBLIC

K. EGGUM, Q.C., B.A., LL.B.
P. V. ABRAMETZ, B.A., LL.B.
R. J. MILLS, B. Comm., LL.B.
LYLE W. ZUK, B.A., LL.B.
J. M. CUELENAERE, Q.C. (1910-1967)

100 ROYAL BANK BUILDING
PRINCE ALBERT, SASK.

AREA CODE 306 PHONE 763-7441
763-6965
763-7443

PLEASE REFER TO Mr. Mills
Our File: 8051.2

August 16, 1983

Consumer and Corporate Affairs
50 rue Victoria
Hull, P.Q.
K1A 0C9

ATTENTION: Mrs. H. Nezan

Dear Madam:

Re: Kaiser
Your File: 502,052

Thank you for your letter of August 3, 1983. Would you please make the amendment showing the Trademark Kaiser in all capital or upper case letters. This is your sufficient authorization to make the said amendment. Thank you for your attention.

Yours truly,

EGGUM, ABRAMETZ, MILLS & ZUK

Per:

Ronald J. Mills

RJM:cc

Consumer and Corporate Affairs Canada
Consommation et Corporations Canada
50 rue Victoria,
Hull, P.Q., K1A 0C9.

August 3, 1983.

Eggum, Abrametz & Mills,
100 Royal Bank Building,
Prince Albert, Saskatchewan.
S6V 4V7

Your file Votre référence
8051.1

Our file Notre référence
502,052

Re: Trade Mark: KAISER
Sylvester Gayowski

This examiner's report concerns the above identified application. To avoid abandonment proceedings a proper response must be received by this Office within six months from the above date. All communication respecting this application must indicate the file number.

If the trade mark is for a word mark only, it should be shown all in capital or upper case letters.

The Examiner will make the foregoing amendment(s) to the application now on file on receipt of your written authorization.

(Mrs.) H. Nezan
EXAMINER

am

Consumer and Corporate Affairs Canada | Consommation et Corporations Canada

Trade Marks | Marques de commerce

DRAFT REPORT
PROJET DE RAPPORT

☐ ENGLISH ANGLAIS ☐ FRENCH FRANÇAIS ☐ REPORT RAPPORT ☐ LETTER LETTRE

APPLIC. NO. - DEMANDE N°.	DATE WRITTEN - DATE DE RÉDACTION	SECTION	ORIGINATOR - AUTEUR
			H. NEZAN

CODE	VARIABLE TEXTE VARIABLE	INSERT TEXTE NOUVEAU
M14		
F2		

CCA-856 (4-82)

APPLICANT – REQUÉRANT (E)
SYLVESTER GAYOWSKI,

[redacted]RK – MARQUE

Kaiser

502052 SERIAL NO.
NO. DE SÉRIE

FILING DATE
DATE DE DÉPART

1983/04/20

HEADINGS – EN-TÊTES
Kaiser

WARES: Playing card game, playing card game rules and regulations.

EXPUNGED

☑ PENDING – EN INSTANCE ☑ TM & DA ☑ UCA ☑ TMA ☑ ABANDONED – ABANDONNÉE ☑ TRF. LIST – LISTE DE TRF.

MARK MARQUE	SERIAL NO. NO DE SÉRIE	REGISTRATION NO. NO D'ENR.	WARES/SERVICES MARCHANDISES/SERVICES
KAISER	428688	247012	SLIDE VIEWERS, LIGHT BOXES, FLASH CUBES (KAISER FOTOTECHNIK GMBH & CO. KG)
KAISER	287065	144408	POTASH, FLUORIDE (KAISER ALUMINUM & CHEMICAL CORPORATION)

RESEARCH – RECHERCHES
WEBST - N. THE RULER OF GERMANY

SEC - ART. 12 (1) a) b) c) d) e)
SEC - ART. 16 (1) (2) (3)

FORMAL REQUIREMENTS – EXIGENCES FORMELLES

ASSOCIATED MARKS – MARQUES ASSOCIÉES

SEARCHED BY SUSAN CRIPPS 22/6/83

Pre Pub 26/9/83

EXAMINED – EXAMINÉE

DATE

CCA 364 (8-80)

Consumer and Corporate Affairs Canada | Consommation et Corporations Canada

CHECK LIST
FEUILLE DE VÉRIFICATION

No. of Name Cards — N° de cartes	Extension Counter — N° d'extensions	Filing Date — Date de dépôt	File No. — N° de dossier
		APR AVR 20 1983	502052

Extension: Reg'n Date — Date d'enr.	Reg'n Act — TMA ☐ A, UCA ☐ B, TM&DA ☐ C, NFLD. ☐ D	Lang. of App'n — Langue d'app. ☑ (E.) (A.) ☐ (F.)	Priority Date — Date de priorité
Register No. —	Reg'n. No. — N° d'enr.		

Trade Mark Class — Classe de marque.

1 ☑ Word / Mot 2 ☐ Design / Dessin C ☐ Cert. Mark / Marque de cert. D ☐ Disting. Guise / Signe distinctif

Trade Mark Description/55 Characters — Description de marque/55 caractères:

Agent No. — N° d'agent	Agent's Ref. No. — N° de ref de l'agent	Wares / Marchandises	Services	W&S. / M&S.
5960.	8051.1.	☑	☐	☐

Used/Made Known — Employée révélée ☐ Code (1-5) ____

Date of First Use — Date d'emploi. ____ / /

Text — Texte ☐ Used / Employée ☐ Make Known / Révélée

Used in Country — Pays d'emploi. ____ ☐ Registered in / Enregistrée en ____ (Country — Pays) on / le ____ (Date) under / sous ____ (#)

☐ Text / Texte

Proposed Use / Emploi proj. ☑ Code (1-3) 1 Proposed Text / Texte Proj. ☐ R.U. — Usager insc. ☑

☐ Agent 10

☐ To Applicant / Au requérant

☐ C/O Rep. F. Serv. / Rep. P. Sign.

☐ Ret. Copy / Ret. copie

☐ Prod. Div / Div. des prod.

SUBJECT HEADINGS — ENTÊTES

Kaiser

CCA-2045 (4-82)

5960

502052

Eggum, Abrametz, Mills & Zuk

BARRISTERS, SOLICITORS & NOTARIES PUBLIC

AREA CODE 306 PHONE 763-7441
763-6965
763-7443

K. EGGUM, B.A., LL.B.
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LYLE W. ZUK, B.A., LL.B.
J. M. CUELENAERE, Q.C. (1910 - 1967)

100 ROYAL BANK BUILDING
PRINCE ALBERT, SASK. S6V 4V7

PLEASE REFER TO

Mr. Mills

Our File: 8051.1

April 15th, 1983

The Registrar of Trade Marks
Trade Mark Office
HULL, Ontario
K1A 0E1

Dear Sir:

Re: Registration of the Trade Mark "Kaiser"

Please find enclosed application for registration of the trade mark "Kaiser", along with Application for Registration of Registered User, and we enclose herewith our office cheque in the sum of $150.00 in payment of your fees. If you find the same to be in order, please forward notice that the application will be advertised.

Thank you for your attention to this matter.

DATE	FINANCE (4)
APR 20 1983	09864
311	150 —
	4091

Yours truly,

EGGUM, ABRAMETZ & MILLS

Per:

Ronald J. Mills

RJM:sh

Encls.