

Guy Lavergne

Avocat- Attorney at Law
lavergne.guy@videotron.ca

Via E-mail (rod.giltaca@firearmrights.ca)

Without Prejudice

April 2, 2019

Mr. Rod Giltaca,
CEO and Executive Director
Canadian Coalition for Firearms Rights (CCFR)

Dear Sir:

The undersigned represents Canada's National Firearms Association (the "NFA") an organization that you are no doubt familiar with. As you know, the NFA is also a firearms rights advocacy organization.

The NFA has been apprised of the fact that the CCFR utilizes the logo featured on the patch shown hereafter (the "Infringing Logo") as a trademark on corporate merchandise, such as garments, patches, decals, etc.:

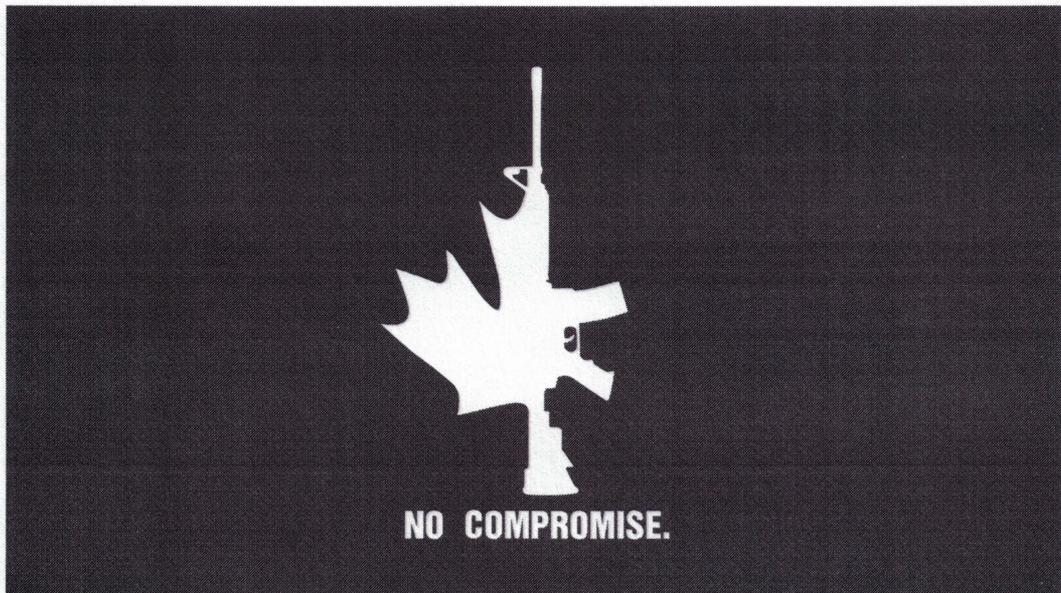


Guy Lavergne

Avocat- Attorney at Law
lavergne.guy@videotron.ca

The NFA has also determined that said Infringing Logo has also been prominently featured on CCFR Canada Downrange, a TV show that is currently broadcast on Wild TV, as well as on promotional posters and in CCFR advertising. Upon information and belief, CCFR Canada Downrange is a show produced by the CCFR.

The NFA is the exclusive owner of the copyright in and to the following logo, which I surmise you are also familiar with:



There are multiple iterations of this logo used by the NFA, including variants in different colors, with or without the “No Compromise” slogan. All variants and iterations of this design are original artistic graphic works derived from an original design created by Mr. Gaël Forest, a Quebec based graphic designer, in 2013 and is thus protected by Canadian copyright laws. Mr Forest’s work was commissioned by the NFA and the copyright in such artwork was assigned to and is currently owned by the NFA.

Guy Lavergne

Avocat- Attorney at Law
lavergne.guy@videotron.ca

The NFA is also the owner of Canadian Registered trademark # 1679401, in respect of the following trademark:



An excerpt of the Canadian Trademark Database is appended to this letter. The NFA's registered trademark covers the following classes of goods and services:

- 14 - Precious and semi-precious metals, and jewellery
- 16 - Paper and printed goods
- 24 - Textiles and textile goods
- 25 - Clothing, footwear, headgear
- 26 - Sewing and decorative items including slide fasteners

Said trademark has been in continuous use by the NFA, in connection with the classes of wares mentioned above, since at least April 11, 2014, as documented in the excerpt of the Canadian Trademark database appended hereto, and as accepted by the Canadian Intellectual Property Office. Hence, that trademark has been in continuous use by the NFA since before the CCFR even came into existence.

Guy Lavergne

Avocat- Attorney at Law
lavergne.guy@videotron.ca

The essence of the NFA's logo and trademark is the combination of a rifle profile similar to that of the AR15 rifle, with a maple leaf. The same thing can be said of the CCFR's Infringing Logo.

Upon analysis of the Infringing Logo used by the CCFR, it has been determined that it plagiarizes the NFA's logo, thus constituting copyright infringement. As a former member of the NFA, you were no doubt aware of the existence of the NFA's logo.

Indeed, it is obvious that the Infringing Logo incorporates all of the elements of the NFA's own logo (except for the "No Compromise" slogan), together with their geometric arrangement. This certainly amounts to a "substantial part" of the infringed work. The mere fact that additional elements have been added by the CCFR to its Infringing Logo is irrelevant.

From a trademark standpoint, the marketing and sale of wares featuring the Infringing Logo creates a significant risk of confusion for an average consumer, such that it weakens the value of the NFA's own mark. Further, in view of the fact that both the CCFR and the NFA are competing organizations and essentially target the same market with their respective wares and services, that risk of confusion is greatly magnified. Thus, it constitutes trademark infringement.

In view of the foregoing, such use of the NFA's intellectual property and the sale of merchandise featuring such logo constitute trademark and copyright infringement and they are therefore illegal.

Thus, the NFA hereby demands that you immediately endeavour and diligently complete the following action:

1. That you immediately cease and desist from offering for sale, and/or allowing a third party to offer for sale, through any means, any items that feature, in whole or in part, the Infringing Logo ("Infringing Merchandise");
2. That you provide the undersigned, within ten (10) days of your receipt of this letter, with an accounting of all sales of Infringing Merchandise, since the first day that any such merchandise has been offered for sale.

Guy Lavergne

Avocat- Attorney at Law
lavergne.guy@videotron.ca

3. That you disgorge in favour of the NFA, within 10 days, any and all gross profits derived from the sale of the Infringing Merchandise. Please make the cheque payable to the undersigned "in trust";
4. That you turn over to the NFA, within 10 days, all remaining Infringing Merchandise in your possession or under your control and certify in writing that none remains, that you will not fulfill additional orders, that no third party has been licensed to do so, and that all templates, screens, and other tools dedicated to the production of Infringing Merchandise have been destroyed;
5. That you immediately cease and desist from any use of the Infringing Logo (or derivative work plagiarizing the NFA's own logo) on any posters, signs, or in any publications, broadcasts or other communications. The foregoing includes and is meant to encompass reruns of existing CCFR ads and/or previously broadcasted shows, unless all infringing materials have been previously edited.

Please be advised that failure, in whole or in part, to comply with any of those demands in a timely manner will result in legal action against the CCFR for intellectual property infringement without further delay or notice. The NFA does hereby reserve all other rights under the Copyright Act, the Trademarks Act, and at law including, but not limited to, its right to claim compensatory, statutory and/or punitive damages.

Do govern yourselves accordingly,



Guy Lavergne, Attorney at Law

1 encl

Cc Sheldon Clare, President, Canada's National Firearms Association
Ginger Fournier, General Manager, Canada's National Firearms Association
Blair Hagen, Executive Vice-president, Communications



Government
of Canada

Gouvernement
du Canada

[Home](#) → [Business](#) → [Intellectual property and copyright](#) → [Intellectual property databases](#)

→ [Canadian Trademarks Database](#)

Canadian Trademarks Details

▼ Third-party information liability disclaimer

Some of the information on this Web page has been provided by external sources. The Government of Canada is not responsible for the accuracy, reliability or currency of the information supplied by external sources. Users wishing to rely upon this information should consult directly with the source of the information. Content provided by external sources is not subject to official languages, privacy and accessibility requirements.

1679401 - no compromise



i For assistance with terms, refer to the [Glossary](#).

▼ Summary Information

▼ Application/Registration numbers

Application number	1679401
Registration number	TMA911370

▼ Status

CIPO status	REGISTERED
-------------	------------

▼ Key Dates

Filed	2014-06-02
Registered	2015-08-17

▼ Interested Parties

Registrant	Canada's National Firearms Association PO Box 49090
------------	--

	Edmonton T6E 6H4 ALBERTA
Representative for service	CANADA'S NATIONAL FIREARMS ASSOCIATION PO BOX 49090 EDMONTON ALBERTA T6E 6H4

▼ Descriptive Reference

Name	no compromise
Type	Design Mark
Category	Trade-mark

▼ Details

▼ Disclaimer text

The right to the exclusive use of all the reading matter is disclaimed apart from the trade-mark.

▼ Index headings

NO COMPROMISE.

▼ Vienna information

Code	Description
5.3.4	Vine leaves (except 5.3.19), plane leaves, maple leaves
5.3.52	Semi maple leaf (leaves)
5.3.14	One leaf
23.3.1	Firearms
23.3.3	Rifles, sub-machine guns, machine guns
26.4.2	Rectangles
26.4.5	One quadrilateral
26.4.15	Quadrilaterals containing representations of animals or parts of animals' bodies or plants
26.4.16	Quadrilaterals containing other figurative elements
26.4.18	Quadrilaterals containing one or more letters
26.4.24	Quadrilaterals with dark surfaces or parts of surfaces

▼ Goods

(1) T-shirts Flags Pins Patches Baseball Caps Stickers

▼ Classification data

Disclaimer

The classification data is provided for information and searching purposes only. CIPO does not warrant the accuracy of the classes assigned to the trademark. This data has no legal value of any kind.

- 14 - Precious and semi-precious metals, and jewellery
- 16 - Paper and printed goods
- 24 - Textiles and textile goods
- 25 - Clothing, footwear, headgear
- 26 - Sewing and decorative items including slide fasteners

▼ Claims

Used in CANADA since April 11, 2014.

▼ Action History

Actions

Action	Action date	Response date	Comments
Filed	2014-06-02		
Created	2014-06-03		
Formalized	2014-06-03		
Search Recorded	2015-01-16		
Approval Notice Sent	2015-01-16	2015-02-13	
Approved	2015-03-05		APPROVED BY PROGRAM EX200M1
Extracted for Advertisement	2015-03-20		Vol.62 Issue 3152 2015/03/25
Advertised	2015-03-25		Vol.62 Issue 3152
Allowed	2015-07-10		
Allowance Notice Sent	2015-07-10	2016-01-10	
Registered	2015-08-17		

Date modified:

2018-10-25