



WIPO Arbitration and Mediation Center

ADMINISTRATIVE PANEL DECISION

Lockheed Martin Corporation v. Deborah Teramani

Case No. D2004-0836

1. The Parties

The Complainant is Lockheed Martin Corporation, Bethesda, Maryland, United States of America, represented by Duane Morris LLP, United States of America.

The Respondent is Deborah Teramani, Elk Grove Village, Illinois, United States of America.

2. The Disputed Domain Names and Registrar

The disputed domain names: <aa-skunk-works.com>, <aaskunkworks.com>, <lil-skunk-works.com>, <lilskunkworks.com>, <skunk-work-division.com>, <skunk-works-division.com>, <skunk-works-so.com> and <skunkworksso.com> are registered with Go Daddy Software.

3. Procedural History

The Complaint was brought pursuant to the Uniform Domain Name Dispute Resolution Policy (the "Policy"), which was adopted by the Internet Corporation for Assigned Names and Numbers (ICANN) on August 26, 1999, and approved on October 24, 1999, and in accordance with the Rules for Uniform Domain Name Dispute Resolution Policy (the "Rules") as approved on October 24, 1999, and by the World Intellectual Property Organization Supplemental Rules for Uniform Domain Name Dispute Resolution Policy in effect as of December 1, 1999 (the "Supplemental Rules").

The Complaint was filed with the WIPO Arbitration and Mediation Center (the "Center") in e-mail form on October 13, 2004, and in hard-copy form on October 14, 2004, along with Annexes 1-9 and the appropriate payment.

Pursuant to paragraph 4(d) of the Policy, the Complainant selected the Center as the ICANN approved administrative dispute resolution service provider to administer this

proceeding. Through the Complaint, the Complainant requested a single member panel.

After receiving the Complaint, the Center, in accordance with paragraph 5 of the Supplemental Rules, determined whether that Complaint fully complied with the formal requirements of the Rules and the Supplemental Rules. In that regard, on October 13, 2004, the Center requested confirmation from the Registrar of information set forth in the Complaint relative to each of the disputed domain names; specifically, contact and registrant information for each domain name, as well as whether the Registrar received a copy of the Complaint from the Complainant. The Center also requested the Registrar to specify: (a) whether the Policy applies to each disputed domain name, (b) whether the registrant has submitted, in its registration agreement, to the jurisdiction at the location of the principal office of the registrar for court adjudication of disputes concerning or arising from the use of each domain name, (c) the language of the registration agreement, and (d) whether each domain name will remain “locked” during the proceeding.

Subsequently, on October 13, 2004, the Registrar provided its response to the Center through which the Registrar specified name and contact information pertinent to each of the disputed domain names, to the extent present in its WhoIS database, confirmed that GoDaddy.com is the registrar of each of those names, stated that: it had not received a copy of the Complaint, the Policy applied to each of the domain names, the language of the underlying registration agreement for each name is English and each name was then held in a “locked” status. The Registrar also informed the Center that the Respondent, through the registration agreements, had submitted to the jurisdiction at the location of the principal office of the Registrar for court adjudication of disputes concerning or arising from the use of each of these names.

On October 18, 2004, the Center notified the Respondent of the filing of the Complaint, including an indication that the Center was forwarding a complete copy of the Complaint, by postal mail and e-mail (the latter without the annexes), to the Respondent. Specifically, the Center separately provided its notice along with the Complaint, by e-mail, to the Respondent’s domain name registrant, technical, administrative and zone contacts as set forth in the WhoIS record for the disputed domain names. In addition and also on October 18, 2004, the Center forwarded a copy of the Complaint (without the annexes) to the Registrar. The Complaint, and its accompanying documents, and all subsequent communications associated therewith were provided in the preferred manners and to the addresses as mandated by paragraphs 2(a), 2(b) and 4(a) of the Rules.

Hence, the notification to the Respondent having occurred on October 18, 2004, under paragraph 4(c) of the Policy, this administrative proceeding is deemed to have commenced on that date.

Having reviewed the Complaint and all preceding and succeeding correspondence between the Center and the Registrar, in detail, the Panel agrees with the determination of the Center that the Complaint and its handling met the requirements of the Rules and the Supplemental Rules.

The Respondent was then provided with a 20 calendar day period, expiring on November 7, 2004, to file its Response with the Center and serve a copy of the Response on the Complainant.

As of November 11, 2004, the Center had not received a substantive Response to the Complaint from the Respondent; hence, the Center, in an email letter dated November 11, 2004, notified the Complainant and Respondent of the default of the Respondent.

Accordingly, pursuant to the Rules and Supplemental Rules, by e-mail letter dated November 18, 2004, the Center contacted the undersigned, Mr. Peter L. Michaelson, Esq., requesting his service as a sole panelist for this dispute. Subsequently, on that date, Mr. Michaelson accepted and returned, by facsimile to the Center, a fully executed Statement of Acceptance and Declaration of Impartiality and Independence. The Center, through an e-mail letter dated November 19, 2004, notified the parties of the appointment of Mr. Michaelson as sole panelist.

Based on the deadline set forth in paragraph 15 of the Rules, a decision was to be issued by the Panel to the Center on or before December 3, 2004.

This dispute concerns eight domain names, specifically: <aa-skunk-works.com>, <aaskunkworks.com>, <lil-skunk-works.com>, <lilskunkworks.com>, <skunk-work-division.com>, <skunk-works-division.com>, <skunk-works-so.com> and <skunkworkssso.com>.

The language of this proceeding is English.

4. Factual Background

A copy of the WhoIS registration records for all eight disputed domain names appears in Annex 1 to the Complaint. As indicated on these records, the Respondent registered all eight names on June 25, 2004.

A. Complainant's "SKUNK WORKS" Marks

The Complainant owns numerous United States and foreign trademark registrations for the mark "SKUNK WORKS" in block letter form (collectively the "SKUNK WORKS" Marks) and on which this dispute is based. The Complainant has provided, on pages 5-6 of the Complaint, a table listing its eleven US trademark registrations along with, in Annex 3, hard-copy versions of the registration certificates for all these registrations. Further, the Complainant has provided a table, in Annex 4 of the Complaint, listing its 39 foreign registrations counterpart to its US registrations. An illustrative sample of three of its US trademark registrations is as follows:

- (a) SKUNK WORKS (block letters)
US registration 2,652,258; registered November 19, 2002

This mark was registered for use in connection with "manufacturing products for others, namely, missiles, land vehicles, aircraft, boats, missile launchers, satellites, shuttle vehicles, telescopes, weapons, frigates, navigational systems, reconnaissance systems, targeting systems and information systems" all in international class 42. This mark claims first use and first use in inter-state commerce of March 31, 1945.

- (b) SKUNK WORKS (block letters)
US registration 2,621,790; registered September 17, 2002

This mark was registered for use in connection with “blank magnetic data carriers, computer disks, namely, floppy disks and hard disks; calculators; data processors and computers; fire extinguishers; computer hardware peripherals, namely mouse pads; decorative refrigerator magnets; pre-recorded video cassettes featuring military aviation history, military and commercial aircraft, and defense industry related content; and satellites; computer hardware and software for commercial and military use in the fields of navigation, reconnaissance, weapon targeting and telecommunications”, all in international class 9. This mark claims first use and first use in inter-state commerce of March 31, 1968.

- (c) SKUNK WORKS (block letters)
US registration 1,161,482; registered July 14, 1981

This mark was registered for use in connection with: “engineering technical consulting and advisory services with respect to designing, building, equipping, and testing commercial and military aircraft and related equipment” in international class 42. This mark claims first use and first use in inter-state commerce of June 23, 1943.

Furthermore, the Complainant is actively involved in licensing others to use its mark “SKUNK WOKRS” on products, apparently including a wide variety of consumer goods, other than those for which a trademark registration, whether in the US or abroad, has been obtained.

In addition, the Complainant owns a large number of domain names, at least 89, each of which contains the term “SKUNK WORKS” or a spelling variant thereof.

B. The Parties’ Activities

The “SKUNK WORKS” Marks represent the goodwill of the Complainant as being associated with the birthplace of various famous and illustrious military aircraft, including the U-2 high-altitude plane, the SR-71 high-speed jet and the F-117 NIGHTHAWK fighter jet. In addition, these marks have been used to identify the Complainant as the source of other technical services and many products.

The Complainant’s SKUNK WORKS division and the goods and services produced therein have been the subject of numerous books, articles and television programs, including the books *Skunk Works*, by Ben R. Rich and Leo Janos (Little, Brown & Co., 1996); *Lockheed Martin’s Skunk Works*, by Jay Miller (Specialty Press, 1996); and *Lockheed Secret Projects: Inside the Skunk Works*, by Dennis Jenkins (MBI, 2001). (Annex 6 to the Complaint contains a hard-copy printout of search results, performed by the Complainant on October 5, 2004, on the Amazon.com website which indicates that these books are still in print).

A small sampling of many newspaper and magazine articles that have referred to the mark “SKUNK WORKS” is provided in Annex 7 to the Complaint. This sample is limited to a selection of those from popular sources operating mainly outside the field of aviation and aeronautics; the number of references within that field is just too abundant. Specifically, the sampled articles are from *Fortune*, *Business Week*, and *People* magazines as well as from *The Miami Herald*. Dating from 1985 to the present, these articles speak of the “famous”, “well-known”, “celebrated” and “fabled” Lockheed Martin Skunk Works Division. On October 4, 2004, an obituary of Willis M. Hawkins, designer of the C-130 HERCULES transport plane, appeared in *The Miami Herald* and referred to “Lockheed’s famous ‘Skunk Works’ operation.” *Fortune* magazine’s June 28, 2004 issue, contained an article by Stuart F. Brown

entitled “Mine’s Faster Than Yours; Planemakers are trying to hatch an aircraft that no mogul could do without”.

The Complainant has used and registered its mark “SKUNK WORKS” over a wide geographic area and has successfully enforced that mark through four prior UDRP administrative proceedings (copies of the salient WIPO panel decisions are included in Annex 5 to the Complaint).

The Respondent registered the disputed domain names after the Complainant had obtained, e.g., at least eleven federal registrations of the mark “SKUNK WORKS” from the USPTO and two CTM registrations for that mark from OHIM.

The Complainant has not authorized the Respondent to register or use any domain name incorporating the mark “SKUNK WORKS” or any variant of it. Furthermore, the Respondent is neither connected to nor affiliated with the Complainant’s business in any way, nor is the Respondent licensed to use a variant of the mark “SKUNK WORKS”.

As of at least October 13, 2004, none of the disputed domain names resolved to an active website. Specifically, each of these names, when entered into a browser, directed an Internet user to a web page maintained by the Registrar which stated that the requested site is “coming soon” and that “This page is parked FREE at GoDaddy.com.” (a hard-copy of the home page of each of the corresponding web pages appears in Annex 8 to the Complaint).

C. Interactions between the Parties

By letters dated July 27, 2004 and August 25, 2004, the Complainant’s counsel notified the Respondent that the Complainant has rights in the mark “SKUNK WORKS” and asked the Respondent to transfer all the disputed domain names to the Complainant. A copy of all correspondence between that counsel and the Respondent appears in Annex 9 to the Complaint. In her response dated September 9, 2004, the Respondent stated:

“To accede to the demands of Lockheed Martin without the prerequisite agreement of a monetary consideration is unacceptable and I hasten to mention unreasonable.”

Thereafter, by letter dated September 15, 2004, the Complainant’s counsel offered the Respondent US\$ 10.00 for each of the eight disputed names for a total of \$80. Counsel based this amount on the then current per name registration fee (approximately US\$ 10.00) that was then posted on the “this domain is parked” page at GoDaddy.com (as indicated in the hard-copies provided in Annex 8 to the Complaint) taken in view of the fact that all the disputed domain names had only been recently registered -- so ostensibly this fee was likely that paid by the Respondent to the Registrar to register each of these names. The Respondent replied by letter dated September 23, 2004 stating:

“Your letter of September 15, 2004, offering \$80.00 for the domain names that are presently registered in my name is unacceptable. Your concern over the justification of a payment over the direct cost of the registration is somewhat surprising and inconsistency [sic] with the realities of the real world marketplace.

My inadequacies to litigate the issues is a foregone conclusion, but never the less I do feel that an amount commensurate with the corporate mentality for the need to corner the market place in every abstract manner to manage a derivation of a name is beyond my grasp of reality. I will continue to maintain a positive attitude and look forward to a satisfactory offer.”

Shortly after receiving this response, the Complainant filed its Complaint.

5. Parties' Contentions

A. Complainant

i. Identical or Confusingly Similar

The Complainant contends that each of the disputed domain names is confusingly similar to the Complainant's "SKUNK WORKS" Marks.

Specifically, the Complainant states each disputed domain name consists of the Complainant's mark "SKUNK WORKS" taken in its entirety with additional letters, generic words and/or hyphenation added thereto which, taken collectively, is ostensibly insufficiently distinctive from that mark to dispel user confusion.

Hence, the Complainant believes that it has satisfied the confusing similarity/identity requirement in paragraph 4(a)(i) of the Policy.

ii. Rights or Legitimate Interests

The Complainant contends that the Respondent has no rights or legitimate interests in any of the disputed domain names pursuant to paragraph 4(a)(ii) of the Policy.

Specifically, the Complainant states that the Respondent has never been authorized to register or use any domain name incorporating the "SKUNK WORKS" Marks or any variant of those Marks. Hence, by registering these names, the Respondent violated the exclusive rights which the Complainant has in those Marks.

Moreover, the Complainant contends that since: (a) the Respondent registered not one but eight domain names each of which contains the Complainant's mark "SKUNK WORKS", and (b) those registrations occurred decades after the Complainant started using that mark, and some time after the Complainant had obtained 11 trademark registrations from the USPTO and 2 CTM registrations from OHIM, then the Respondent had actual knowledge of the Complainant's marks when she registered all the disputed names.

Moreover, the Complainant contends that the Respondent clearly is not commonly known by any of the disputed domain names, and, to the extent the Respondent is so known, the adoption of that name was unauthorized and a violation of the Complainant's trademark rights.

The Complainant opines that the Respondent's actions are part of a course of conduct through which the Respondent intends on capitalizing on the Complainant's well-known marks and reputation for her own commercial gain. The Complainant believes that the Respondent signified as much by stating in her letter dated

September 9, 2004: “As an individual, my motivations are to thrive in a business environment.”

Lastly, the Complainant contends that the Respondent is not making any legitimate non-commercial or fair use of any of the disputed domain names.

iii. Registered and Used in Bad Faith

The Complainant contends that, for various reasons, the Respondent has registered and is now using each of the disputed domain names in bad faith.

First, the Complainant states that its prior registration of its “SKUNK WORKS” Marks well before the Respondent’s registration, on June 25, 2004, of the disputed names serves as prior constructive notice to the Respondent of the Complainant’s claim of ownership of those marks. Given this, the Complainant points to the Respondent’s actions in having registered the eight names, without any purported right or interest in any of those names, as constituting a “pattern of conduct” amounting to bad faith.

Further, the Complainant points to: (a) the Respondent’s demands for monetary compensation for each name in excess of its presumed cost of registration, and (b) the Respondent’s continued conduct in passively using the names after she received written notice of the Complainant’s rights as each being indicative of bad faith use.

Therefore, the Complainant concludes that the Respondent’s conduct constitutes bad faith registration and use under paragraph 4(a)(iii) of the Policy.

B. Respondent

The Respondent failed to file any Response to the allegations raised in the Complaint.

6. Discussion and Findings

In view of the lack of a Response filed by the Respondent as required under paragraph 5 of the Rules, this proceeding has proceeded by way of default. Hence, under paragraphs 5(e), 14(a) and 15(a) of the Rules, the Panel is directed to decide this administrative proceeding on the basis of the Complainant’s undisputed representations. In that regard and apart from judging this proceeding through mere default of the Respondent, the Panel makes the following specific findings.

A. Identical or Confusingly Similar

The Panel finds that confusion is likely to arise as a result of the Respondent’s use of any and all of the disputed domain names.

The Complainant started use of its “SKUNK WORKS” Marks in June 1943, over 60 years ago. From that time to the present, the Complainant’s use of those marks has not only been continuous but ever increasing, all the while being accompanied by substantial and similarly increasing media coverage, including books, magazine and news articles, and other writings, of the Complainant and those of its activities identified by at least the mark “SKUNK WORKS”. This coverage served to strongly and continually reinforce, in the minds of others, the association of those Marks with the Complainant and only the Complainant. It is simply indisputable that, over those

60-plus years, the ever-increasing reputation and worldwide recognition of those Marks strengthened to the point where the Complainant has established an extremely widespread, world-wide notoriety in its "SKUNK WORKS" Marks, particularly in the field of aviation. Thus, there is absolutely no doubt in this Panel's mind that these Marks have achieved fame, certainly in conjunction with the Complainant's past and present aviation activities. This view is clearly reinforced by the numerous domestic and foreign trademark registrations for the mark "SKUNK WORKS" which the Complainant has collectively procured and is currently using. Given the fame these Marks have attained, the Complainant's Marks are entitled to broad protection from injury to and misappropriation of its reputation that would otherwise result from cybersquatting.

Given this, there can be no doubt that the Respondent chose to cause and opportunistically exploit, for its own commercial advantage, inevitable user confusion that would arise from her use of any domain name that included the term "SKUNK WORKS" or a minor variant thereof -- as is clearly the case with all the disputed domain names.

Specifically, each of the disputed domain names is formed by having appended a generic term (specifically "division") to, prepended or appended a letter group (specifically "lil", "aa", "so") to, used a singular form of the term "WORKS", and/or added hyphenation between various portions of the Complainant's mark "SKUNK WORKS".

It is now very well-established in UDRP precedent, including various decisions previously rendered by this Panel, that all these minor variations are each insufficient in and of itself, when used in forming a domain name that results from modifying a mark, to confer the requisite and sufficient distinctiveness on that name which would adequately abate concomitant user confusion otherwise arising from use of that name. Hence, for the sake of simplicity, the Panel will simply treat all the disputed domain names collectively.

If the Respondent had no intention to opportunistically exploit the user confusion that would result from concurrent use of those names and the Complainant's marks, then why would the Respondent have chosen any of the disputed names? The Panel can think of no plausible reason. It is utterly inconceivable to the Panel that the Respondent was completely unaware of the mark "SKUNK WORKS" including its linkage with the Complainant and the accompanying reputation thereof garnered by the Complainant in that mark over the past 60+ years, when just approximately five months ago on June 25, 2004, the Respondent formed and registered each of the disputed domain names.

Such confusion would undoubtedly cause Internet users intending to access Complainant's website, but who reach a website through any of the disputed domain names, to think that an affiliation of some sort exists between the Complainant and the Respondent, when, in fact, no such relationship would exist at all. See, also, e.g., *Register.com, Inc. v. Wolfgang Reile a/k/a RWG Internet et al* FA208576 (Nat. Arb. Forum January 27, 2004); *Caesars World, Inc. and Park Place Entertainment Corporation v. Japan Nippon*, WIPO Case No. D2003-0615 (September 30, 2003); *Leiner Health Servs. Corp. v. ESJ Nutritional Prods.*, FA 173362 (Nat. Arb. Forum September 16, 2003); *Am. Family Life Assurance Co. of Columbus v. defaultdata.com*, FA 123896 (Nat. Arb. Forum October 14, 2002); *AT&T Corp. v. Roman Abreu d/b/a Smartalk Wireless*, WIPO Case No. D2002-0605 (September 11, 2002); *Pfizer Inc., supra*; *L.F.P., Inc. v. B and J Prods.*, FA 109697 (Nat. Arb. Forum May 30, 2002);

Peter Frampton vs. Frampton Enterprises, Inc., WIPO Case No. D2002-0141 (April 17, 2002); *Spence-Chapin Servs. to Families and Children v. Wynman*, FA 100492 (Nat. Arb. Forum December 10, 2001); *MPL Communications v. LOVEARTH.net*, *supra*; *Meijer, Inc. v. Porksandwich Web Servs.*, FA 97186 (Nat. Arb. Forum July 6, 2001); *MPL Communications v. IWebAddress.com*, FA 97092 (Nat. Arb. Forum June 4, 2001); *American Home Products Corporation vs. Ben Malgioglio*, WIPO Case No. D2000-1602 (February 19, 2001); *Surface Protection Industries, Inc. v. The Webposters a/k/a Mark's Paint Store, Inc.*, WIPO Case No. D2000-1613 (February 5, 2001); *Dollar Fin. Group, Inc. v. VQM NET*, FA 96101 (Nat. Arb. Forum January 25, 2001); *eBay Inc., v. G L Liadis Computing, Ltd. and John L. Liadis d/b/a G L Liadis Computing Ltd.*, WIPO Case No. D2000-1463 (January 10, 2001); *Treeforms, Inc. v. Cayne Indus. Sales Corp.*, FA 95856 (Nat. Arb. Forum December 18, 2000); see also *Pep Boys Manny, Moe and Jack of CA v. E-Commerce Today, Ltd.*, AF-0145 (eResolution May 3, 2000).

Therefore, the Panel finds that each of the disputed domain names sufficiently resembles the Complainant's "SKUNK WORKS" Marks as to cause confusion; hence, the Complainant has shown sufficient similarity between its marks and all the disputed domain names under paragraph 4(a)(i) of the Policy.

B. Rights or Legitimate Interests

The Panel believes that the Respondent has yet to provide any basis that would legitimize any claim she has to any of the disputed domain names and moreover is extremely unlikely to ever be in such a position to legitimately make such a claim.

The simple reason is that each of the disputed domain names contains the Complainant's mark "SKUNK WORKS" or a minor variant thereof under which Complainant provides various products and services. Furthermore, the Complainant has never authorized the Respondent to utilize any of its "SKUNK WORKS" Marks, or a mark confusingly similar thereto, in conjunction with the specific goods and services which the Complainant provides under those marks, nor does the Complainant have any relationship or association whatsoever with the Respondent.

Hence, any use to which the Respondent were to put any of the "SKUNK WORKS" Marks or a mark confusingly similar thereto, in connection with providing goods or services identical or similar to those currently provided by the Complainant would directly violate the exclusive trademark rights now residing in the Complainant. See, e.g., *Register.com*; *Leiner Health Servs. Corp.*, *AT&T Corp.*, *MPL Communications* FA 97086 and FA 97092, *all cited supra*; *Am. Online, Inc. v. Fu*, and *Treeforms, Inc.*, *cited supra*.

The Respondent's apparent intent of opportunistic use, which at its essence relies on instigating and exacerbating user confusion and hence at the very least tarnishing the Complainant's marks and its reputation therein, can not and will not constitute bona fide commercial or fair use sufficient to legitimize any rights and interests the Respondent might have in any of the disputed domain names. See, e.g., *Register.com*; *Leiner Health Servs. Corp.*, and *Frampton*, *all cited supra*.

Moreover, there is absolutely no evidence of record that the Respondent has ever been commonly known by any of its domain names. Nor, in fact, in view of the fame inherent in these marks, could the Respondent ever likely have attained such common recognition, at least in conjunction with any of the goods or services offered by the Complainant, without infringing on the exclusive trademark rights of the Complainant.

Accordingly, the Panel is not persuaded that the Respondent has any rights or legitimate interests or, based on current facts provided to the Panel, is likely to acquire any rights or legitimate interests in any of the disputed domain names under any provision of paragraph 4(c) of the Policy.

Thus, the Panel finds that the Respondent has no rights or legitimate interests in any of the disputed domain names within paragraph 4(a)(ii) of the Policy.

C. Registered and Used in Bad Faith

The Panel firmly believes that the Respondent's actions constitute bad faith registration and use with respect to all of the disputed domain names.

As discussed above, it is completely inconceivable to this Panel that the Respondent was unaware of the Complainant's mark "SKUNK WORKS", when the former registered these domain names on June 25, 2004 which was more than 60 years after the earliest date on which the Complainant started using that mark, let alone after all the substantial publicity and media coverage that ensued to the Complainant since that use began. Even after having been notified of the Complainant's rights, the Respondent continued to passively hold those names obviously intending to profit from them at some point in the future. Such opportunistic exploitation constitutes bad faith in and of itself under the general provision of paragraph 4(b) of the Policy. See, e.g., *Register.com, cited supra*.

Furthermore and alternatively, in registering not one but eight names all of which contain the Complainant's mark "SKUNK WORKS" or a minor variant thereof and then attempting to elicit an offer from the Complainant to purchase all these names for a sum exceeding the Respondent's costs of registration, the Respondent has clearly engaged in conduct that violates paragraph 4(b)(i) of the Policy and a pattern of conduct that also violates paragraph 4(b)(ii) thereof.

Thus, the Panel concludes that the Complainant has provided sufficient proof of its allegations to establish a prima facie case under paragraph 4(a) of the Policy upon which the relief it now seeks can be granted.

7. Decision

Accordingly, under paragraphs 4(i) of the Policy and 15 of the Rules, the Panel now grants the relief sought by the Complainant.

All the disputed domain names, specifically: <aa-skunk-works.com>, <aaskunkworks.com>, <lil-skunk-works.com>, <lilskunkworks.com>, <skunk-work-division.com>, <skunk-works-division.com>, <skunk-works-so.com> and <skunkworkssso.com>, are ordered transferred to the Complainant.

Peter L. Michaelson, Esq.
Sole Panelist

Date: December 1, 2004