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Trademark case: Artoss, Inc. v. Artoss Gmbh, USA

Martin A. Steinberg (Wolters Kluwer Legal & Regulatory US) · Tuesday, August 13th, 2024

There was sufficient evidence for the jury to conclude that the manufacturer wrongfully terminated the distribution agreement.

The Third Circuit affirmed a judgment for breach of contract in favor of the distributor of an implantable synthetic bone-grafting product called NanoBone. Plaintiff Artoss, Inc., sued the manufacturer, Artoss GmbH, for breach of contract after it refused to ship new NanoBone products to Plaintiff without advance payment and for raising its prices. Defendant counterclaimed for breach of contract and trademark infringement. The jury awarded Plaintiff $1,260,821. The appellate court refused to reverse because it was not unreasonable for the jury to conclude that Defendant wrongfully terminated the Distribution Agreement. The court also rejected Defendant's claim of trademark infringement because (1) Plaintiff only used the trademark for promoting NanoBone products, and (2) the sole trademark at issue was the word "NanoBone," without any stylization, while Plaintiff's trademarks were stylized variations (Artoss, Inc. v. Artoss Gmbh, No. 23-1185 (3d Cir. June 4, 2024)).

Case date: 04 June 2024
Case number: No. 23-1185
Court: United States Court of Appeals, Third Circuit

A full summary of this case has been published on Kluwer IP Law

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