

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**

Schiedmayer Celesta GmbH,

Cancellation No.: 92/061,215

Petitioner,

Reg. No. 3,340,759

v.

Mark: SCHIEDMAYER

Piano Factory Group, Inc.

Registration Date: November 20, 2007

Respondent.

AFFIDAVIT OF GLENN TREIBITZ

1. I, Glenn Treibitz, control Sweet 16 Musical Properties, Inc. (Sweet 16). As such, I am directly involved in and fully familiar with the business operations of Sweet 16, including sales, marketing, and advertising activities, as well as all historical and current aspects of its business and acquisitions.
2. This affidavit is made based on my personal knowledge, and I am competent to testify to the matters herein should be called upon to do so.
3. On or about the 17th of August, 2006, all of the assets of Piano Factory Group, Inc., California Entity Number C1740917, were assigned for the benefit of creditors to Equitable Transitions Inc. A true copy of the executed general assignment document, executed by Rhoda Treibitz, my mother, now deceased, who was then President of Sweet 16, is included with this affidavit as Exhibit A. The general assignment included all property, including intellectual property and trademarks, owned by Piano Factory Group, Inc. at the time of the assignment.
4. On or about that same date, all of the assets of Piano Factory Group, Inc. held by Equitable Transitions, Inc. were then sold to Sweet 16 through a Bill of Sale executed by Nigel Hamer on behalf of Equitable Transitions, Inc. and Rhoda Treibitz, President of Sweet 16. A true copy of the executed Bill of Sale is included with this affidavit as Exhibit B.
5. As the trademark application that matured into the registration that is the subject of this proceed was property held by Piano Factory Group at the time of assignment and sale, all

Exhibit 1

G. TREIBITZ

February 14, 2017

Cheryl Asada, CSR 13496

of the rights of Piano Factory Group were legally transferred to Sweet 16 as of the dates of execution of the various agreements.

6. Since that time, Sweet 16 has continued to legally use the name PIANO FACTORY GROUP as a DBA or fictitious business name, as it lawfully acquired all of Piano Factory Group's rights to the name as well as all of its assets.
7. Any failure to record on the records of the USPTO information relating to the above changes of ownership of the application which matured into the registration at issue in this proceeding was done without any intent to deceive the USPTO or any member of the public.
8. From the date of the assignment, Sweet 16, through its business activities under the PIANO FACTORY GROUP fictitious business name, has carried on use of the SCHIEDMAYER trademark in interstate commerce. Because of this, agents of Sweet 16, such as Cheryl Fox and Frank McGue, signed statements of use and renewals using their identities relative to Piano Factory Group, Inc. This was done without any intent to deceive the USPTO or any member of the public regarding the identity of the lawful owner of the SCHIEDMAYER trademark. Rather it accurately reflects the business identity of the particular arm of Sweet 16 that was engaged in use of the mark in the public's eye.
9. In view of the issues raised by the Petitioner regarding the identity of the owner of the trademark registration, I have directed my counsel in this proceeding to record the appropriate documents with the USPTO and move to have the Board change the name in this proceeding to update the ownership of the registration that is the subject of this proceeding.

I hereby swear under penalty of perjury that the foregoing is true to the best of my knowledge and belief.

FURTHER AFFIANT SAYETH NOT.

8/26/2016
Date

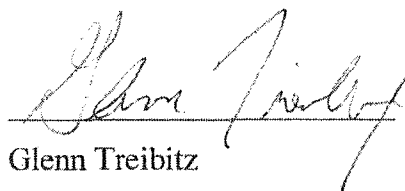

Glenn Treibitz
Sweet 16 Musical Properties, Inc.

Exhibit A

J:\client\A01-1084\att\GeneralAssignment

ASSIGNOR'S United States mail to be delivered to ASSIGNEE, and ASSIGNEE is expressly authorized and directed to open said mail as agent of ASSIGNOR; and to do any thing or act which ASSIGNEE in its sole and arbitrary discretion deems necessary or advisable to effectuate the purposes of this General Assignment.

1.4 ASSIGNOR and ASSIGNEE agree in the following:

1.4.1 This Instrument transfers legal title and possession to ASSIGNEE of all of said hereinabove described assets and, ASSIGNEE, in its own discretion, may determine whether to continue all, or part, of ASSIGNOR'S operations, or to liquidate said assets; if ASSIGNEE deems it advisable it may operate the business, except that it is the intent of the parties that such operation shall be limited in duration, and shall be for the benefit of creditors.

1.4.2 ASSIGNEE, at its discretion, may sell and/or dispose of ASSIGNOR'S assets upon such terms and conditions as it may deem fit, at public or private sale, provided however, that ASSIGNEE shall use its best efforts to maximize the proceeds from the sale and disposition of said assets; ASSIGNEE shall not be personally liable in any manner, and ASSIGNEE'S obligations shall be in its representative capacity, only, as an ASSIGNEE for the general benefit of ASSIGNOR'S creditors. Said ASSIGNEE shall administer this estate to the best of its ability but it expressly understands that he, its agents, servants or employees shall be liable only for reasonable care and diligence in the administration, and it shall not be liable for any act or thing done by its agents, servants, or employees in good faith and/ or in reliance on advice of counsel in connection herewith.

II. POWERS OF THE ASSIGNEE

2. Except as otherwise allowed or limited by statutes, ASSIGNEE shall have the following powers:

2.1. From all funds received from proceeds of sales, collections sums due, operation of ASSIGNOR'S business, and all other sources hereinafter ("Proceeds") ASSIGNEE shall pay itself a fee for all services it provides as ASSIGNEE hereunder the sum of \$25,000. ASSIGNEE shall also reimburse or pay itself for all charges and expenses incurred by it in the discharge of duties hereunder including, but not limited to, postage, rent, photocopies, messenger, overnight mail, lock changes, bank charges, bookkeeping, bond premiums, and insurance. All of the aforementioned amounts are to be determined at the ASSIGNEE'S sole discretion and judgment.

2.2. ASSIGNEE may also pay from the Proceeds:

2.2.1. Remuneration to its agents, consultants, and employees and reasonable fees and expenses to accountants and attorneys.

2.2.2. The costs and expenses incurred by any creditor who may have levied an attachment or other lien on assets of ASSIGNOR.

2.2.3. All of the aforementioned amounts are to be determined at the ASSIGNEE'S sole discretion and judgment.

2.3. ASSIGNEE may employ one or more agents, consultants, employees, accountants and/or attorneys. ASSIGNEE may employ such agents, consultants, employees, accountants and/or attorneys as ASSIGNEE determines are necessary in its sole discretion and judgment.

2.4. ASSIGNEE may compromise claims, complete or reject ASSIGNOR'S executory contracts, discharge at its option any liens on said assets and any indebtedness which under law is entitled to priority of payment; ASSIGNEE shall have the power to borrow money, hypothecate and pledge the assets, and to do all matters and things that said ASSIGNOR could have done prior to this General Assignment. Any act or thing done by ASSIGNEE hereunder shall bind the assignment estate and the ASSIGNEE only in its capacity as ASSIGNEE for the benefit of ASSIGNOR'S creditors. ASSIGNEE shall have the right to sue as the successor of the ASSIGNOR, or ASSIGNEE is hereby given the right and power to institute and prosecute legal proceedings in the name of the ASSIGNOR, the same as if the ASSIGNOR had itself instituted and prosecuted such proceedings or actions; ASSIGNEE is hereby authorized and has the right to defend all actions instituted against the ASSIGNOR, and to appear on behalf of the ASSIGNOR in all proceedings (legal or otherwise) in which ASSIGNOR is a party. ASSIGNOR does hereby appoint ASSIGNEE as the ASSIGNOR'S attorney in fact with full power to act for and in place of the ASSIGNOR in such actions or proceedings or in any other matters; including the right to verify all pleadings or other documents on behalf of ASSIGNOR.

JoyantClient\A01.1004.01\Conama\assignment

2.5 ASSIGNEE agrees (provided any such claim may, by operation of law be non-assignable), to make any and all claims for refund of taxes which may be due from the Director Internal Revenue for tax refunds, or otherwise, and to forthwith upon receipt of any such refunds pay them over to ASSIGNEE, and hereby empowers ASSIGNEE, as attorney in fact of ASSIGNOR, make all claims for refunds which may be made by an attorney in fact.

2.6 ASSIGNEE shall have all powers, pursuant to the laws of the State of California to recover preferential transfers and fraudulent conveyances.

III. ALLOWANCE AND PAYMENT OF CLAIMS

3.1 Except as otherwise provided herein, allowance of claims shall be determined by the standards set forth in 11 U.S.C. §§ 501 and 502.

3.2 February 21, 2007, shall be the last day to submit claims. Written notice of said last day to submit claims shall be given by first class mail, postage fully pre-paid, to creditors. By filing a claim, each creditor shall waive and forever release and discharge all claims it has or may have against the ASSIGNOR, its officers, directors, shareholders, assignees, agents, attorneys, and employees. All claims not received by the ASSIGNEE by the last day to submit claims may, in ASSIGNEE'S sole and absolute discretion, be disregarded for purposes of distribution assets as required hereunder.

3.3 ASSIGNEE shall determine whether any claim shall be allowed for payment hereunder pursuant to paragraph 3.1, hereof. If ASSIGNEE determines that a claim should not be allowed for distribution ("Rejected Claim"), ASSIGNEE shall give written notice to the holder of such claim at least 20 days prior to making any distribution to any claims having the same or lower priority as determined by paragraph 3.4 hereof. In the event that a creditor who holds a claim which is a Rejected Claim disputes the ASSIGNEE'S rejection of such claim, such creditor may commence suit, in the Long Beach Municipal or Superior Court, to establish such claim within 20 days after receiving the ASSIGNEE'S notification that the claim is not allowed. Failure to timely file and prevail in a lawsuit to establish the Rejected Claim will result in its disallowance for purposes of distributions of funds pursuant to the terms hereof.

3.4 After payment of the items set forth in paragraphs 2.1, 2.2, 2.2.1, 2.2.2, 2.2.3 and 2.3 above, claims shall be paid in the following order of priority:

3.4.1 First, to all debts due to governmental agencies, pro rata until all such claims are paid in full with legal interest and penalties, if any.

3.4.2 Second to claims for wages and employment benefits to the extent provided by California Code of Civil Procedure §1204.

3.4.2 Third, to all other unsecured claims. Such claims shall be paid pro rata until all such claims are paid in full.

3.4.3 Fourth, the surplus of monies and property, if any, to be transferred and conveyed to Assignor.

3.4.4 If any undistributed dividends to creditors or any reserve of other funds shall remain unclaimed for a period of one year after issuance of dividend checks by the ASSIGNEE, then the same shall become the property of ASSIGNEE and used to supplement its fees for services rendered for administering this Assignment.

3.5 ASSIGNEE shall distribute assets as often as is reasonable and practical, as determined in the ASSIGNEE'S sole and absolute discretion, however, distributions shall be made no more often than every 90 days.

3.6 All distributions made by the ASSIGNEE shall have appearing on their face the following legend: "Acceptance of this check by endorsement or other form of negotiable instrument constitutes an absolute waiver of any right to contest the release stated to be in effect upon the filing of a claim pursuant to paragraph 3.2 of the General Assignment Agreement. THIS CHECK VOID IF NOT CASHED WITHIN 90 DAYS."

IV. OTHER PROVISIONS

4.1 It is agreed and understood that this transaction is a common law assignment for the benefit of ASSIGNOR'S creditors.

JoyceClient\A01.1004.atn\Generalassignment

4.2 The ASSIGNOR understands that pursuant to CCP 1802(c) the ASSIGNOR shall provide the ASSIGNEE at the time of making of the assignment a list of creditors, equ holders, and any other parties in interest, which shall include the names, addresses, cities, states, and ZIP Codes for each person together with an amount of the person's anticipated claim in t assignment proceedings. The schedule is to be assigned under penalty of perjury by the ASSIGNOR'S representative. ASSIGNEE shall, upon execution of this agreement, provide to ASSIGNEE verified list of all assets.

4.3. Except as otherwise provided herein, this Agreement shall be construed in accordance with and governed by the laws of the State of California and enforcement of se Agreement may be had in only in the California Municipal or Superior Court, Los Angeles Division, Long Beach Branch.

4.4. In the event that any court holds any provision, term, covenant, or condition of this Agreement to be invalid, then any such invalidity shall not effect any other term, coveua or condition and the remaining provisions of this Agreement shall be given full force and effect pursuant to the laws of the State of California, unless such invalid term, covenant, or condition is material part of this Agreement.

4.5. In the event that ASSIGNEE should successfully defend any challenge by any creditor of all of any portion of this agreement, ASSIGNEE shall be entitled to reasonable attorneys' fee and costs.

4.6 Notwithstanding any other provision hereof ASSIGNOR shall not have the right nor

power to sell, assign, or otherwise transfer any interest in the names of ASSIGNOR.

This GENERAL ASSIGNMENT is made this ___ day of August, 2006, at Los Angeles, California.

ASSIGNOR:
THE PIANO FACTORY GROUP, INC. dba HOLLYWOOD PIANO

By: Rhoda Treibitz
Rhoda Treibitz, President

STATE OF CALIFORNIA |
COUNTY OF ^{1ss.} LOS ANGELES

On 8/17/06, before me, the undersigned, a Notary Public in and for said County and State, personally appeared RHODA TREIBITZ personally known to me (or proved to me on the basis of satisfactory evidence, be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the pers acted, executed the instrument. SHE HER HER

WITNESS my hand and official seal.

(SEAL)

Munroe F. Jones
(Signature)
MUNROE F. JONES
(Name Typed or Printed)



CALIFORNIA ALL PURPOSE ACKNOWLEDGEMENT

State of California }
County of Los Angeles } SS.

On Aug 17, 2006, Before me, Munroe F. Jones, Notary Public.
Date

Personally appeared RHODA TREIBITZ
(Name(s) of Signer(s))

____ Personally known to me

Proved to me on the basis of satisfactory evidence



to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s) or the entity(s) upon behalf of which the person(s) acted, executed the instrument

WITNESS my hand and official seal

Munroe F. Jones
Signature of Notary Public

Optional

Though the information below is not required by law, it may prove valuable to the person relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

DESCRIPTION OF ATTACHED DOCUMENT

Title of Type of Document: GENERAL ASSIGNMENT

Document Date: 8/17/06 Number of pages: 4

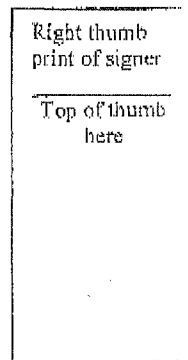
Signer(s) Other than Named Above: NONE

Capacity(ies) Claimed by Signer

Signer's Name RHODA TREIBITZ

- Individual
- Corporate Officer - Title(s) _____
- Partner Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

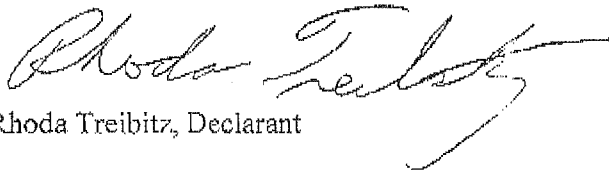
Signer is Representing: _____



VERIFICATION OF CREDITOR CLAIMS

I, Rhoda Treibitz, in my capacity as a President of THE PIANO FACTORY GROUP, INC. dba HOLLYWOOD PIANO hereby declare and state, under penalties of perjury under the laws of the State of California, that the attached list is, to the best of my knowledge and information, a complete list of the names, addresses and amounts owed for each of the creditors of THE PIANO FACTORY GROUP, INC. dba HOLLYWOOD PIANO.

EXECUTED THIS 17 DAY OF AUGUST, 2006 AT LOS ANGELES, CALIFORNIA.


Rhoda Treibitz, Declarant

J:\byce\client\001.1004.a\1\GeneralAssignment

The foregoing GENERAL ASSIGNMENT is hereby accepted this 17 day of August, 2006, at Los Angeles, California.

ASSIGNEE:
EQUITABLE TRANSITIONS, INC.

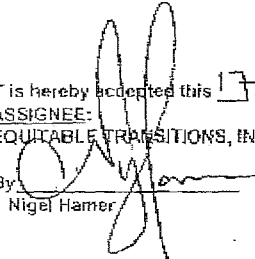
By 
Nigel Hamer

Exhibit B

BILL OF SALE
FROM**EQUITABLE TRANSITIONS, INC.**
TO**SWEET 16 MUSICAL PROPERTIES, INC.**

THIS BILL OF SALE ("Bill of Sale") is made as of this 17TH day of August, 2006, by and between EQUITABLE TRANSITIONS, INC. AS ASSIGNEE FOR THE BENEFIT OF CREDITORS OF PIANO FACTORY GROUP, INC. dba HOLLYWOOD PIANO ("Seller") and SWEET 16 MUSICAL PROPERTIES, INC. ("Buyer"), as follows:

WITNESSETH:

Seller, for and in consideration of the sum of Twenty Five Thousand Dollars (\$25,000.00), the receipt and sufficiency of which are hereby acknowledged, does hereby absolutely and unconditionally GRANT, SELL, TRANSFER, CONVEY, ASSIGN and DELIVER to Buyer all of its right, title and interest to all the assets formerly owned by PIANO FACTORY GROUP, INC, which assets (collectively, the "Purchased Assets"), are described as follows: all assets of every kind and nature, wherever situated, whether in possession, reversion, remainder, or expectancy, both real and personal, including therein all inventory, merchandise, work in process, equipment, fixtures, accounts, accounts receivable, general intangibles, leasehold interests, documents, instruments, goods, choses in action, book accounts, books, insurance policies, cash on hand, raw materials, and all other property of every kind and nature owned by Seller.

Seller hereby sells, transfers, conveys, assigns and delivers to Buyer the Purchased Assets in their "as is", "where is" and "with all faults" condition, and, except as expressly set forth below, without representation, warranty or covenant of any kind or character whatsoever, express or implied, with respect to the quality or condition of the Purchased Assets, the merchantability of the Purchased Assets, the fitness or suitability of the Purchased Assets for any particular use or purpose, the compliance of the Purchased Assets with any governmental statute, ordinance, rule, regulation or other requirement or any other matter or thing related to the Purchased Assets. By its acceptance of this Bill of Sale, Buyer is acknowledging that it has performed its own due diligence with respect to the Purchased Assets and, except as expressly set forth below, is relying solely upon such due diligence in making its decision to purchase and accept the Purchased Assets, which Purchased Assets were all assigned to Seller pursuant to the General Assignment by Piano Factory Group, Inc.

Seller hereby represents, warrants and covenants: (1) that pursuant to the General Assignment to Seller, Seller is the lawful owner of all right, title and interest in and to the

Purchased Assets; (2) that Seller has, and does hereby convey to Buyer, good title to the Purchased Assets; and (3) except for the claims of secured parties previously disclosed to Buyer, the Purchased Assets are free and clear of all liens and encumbrances.

This Bill of Sale shall be governed by, interpreted under, and construed and enforceable in accordance with the laws of the State of California.

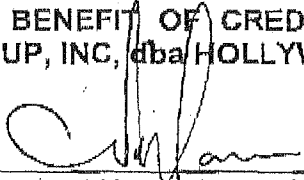
By accepting this Bill of Sale, Buyer is acknowledging that it shall be responsible for the payment of, and shall pay as and when due, any and all sales-related taxes arising out of the sale of the Purchased Assets described in this Bill of Sale.

Further, by accepting this Bill of Sale, Buyer is acknowledging that the representations, warranties, and covenants of Seller set forth herein are being made for the sole benefit of Buyer.

IN WITNESS WHEREOF, Seller has executed this Bill of Sale as of the date first hereinabove written.

"SELLER"

EQUITABLE TRANSITIONS, INC., AS ASSIGNEE FOR THE BENEFIT OF CREDITORS OF PIANO FACTORY GROUP, INC, dba HOLLYWOOD PIANO

By: 
Nigel Hamer, on Behalf of the Assignee,
EQUITABLE TRNAISITONS INC.

Its: PRESIDENT EQUITABLE TRANSITIONS

"BUYER"

SWEET 16 MUSICAL PROPERTIES, INC

By: 
RHODA TREIBITZ, PRESIDENT



United States Patent and Trademark Office

Home | Site Index | Search | FAQ | Glossary | Guides | Contacts | eBusiness | eBiz alerts | News | Help

Trademarks > Trademark Electronic Search System (TESS)

TESS was last updated on Mon Feb 6 03:21:02 EST 2017

TESS HOME NEW USER STRUCTURED FREE FORM BROWSE DICT SEARCH OG BOTTOM HELP

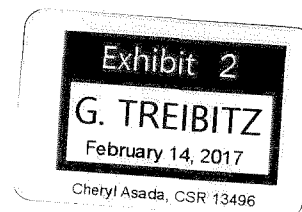
Logout Please logout when you are done to release system resources allocated for you.

Record 1 out of 1

TSDR **ASSIGN STATUS** **LIVE STATUS** (Use the "Back" button of the Internet Browser to return to TESS)

Typed Drawing

Word Mark SCHIEDMAYER
 Goods and Services IC 015. US 002 021 036. G & S: Pianos, namely, upright pianos, grand pianos, and digital pianos. FIRST USE: 20031110. FIRST USE IN COMMERCE: 20031110
 Mark Drawing Code (1) TYPED DRAWING
 Serial Number 78157552
 Filing Date August 24, 2002
 Current Basis 1A
 Original Filing Basis 1B
 Published for Opposition June 22, 2004
 Registration Number 3340759
 Registration Date November 20, 2007
 Owner (REGISTRANT) Piano Factory Group CORPORATION CALIFORNIA 323 S. Front St., #106 Burbank CALIFORNIA 915021918
 Assignment Recorded ASSIGNMENT RECORDED
 Attorney of Record Adam R. Stephenson
 Type of Mark TRADEMARK
 Register PRINCIPAL
 Affidavit Text SECT 15. SECT 8 (6-YR).
 Live/Dead Indicator LIVE



TESS HOME NEW USER STRUCTURED FREE FORM BROWSE DICT SEARCH OG TOP HELP

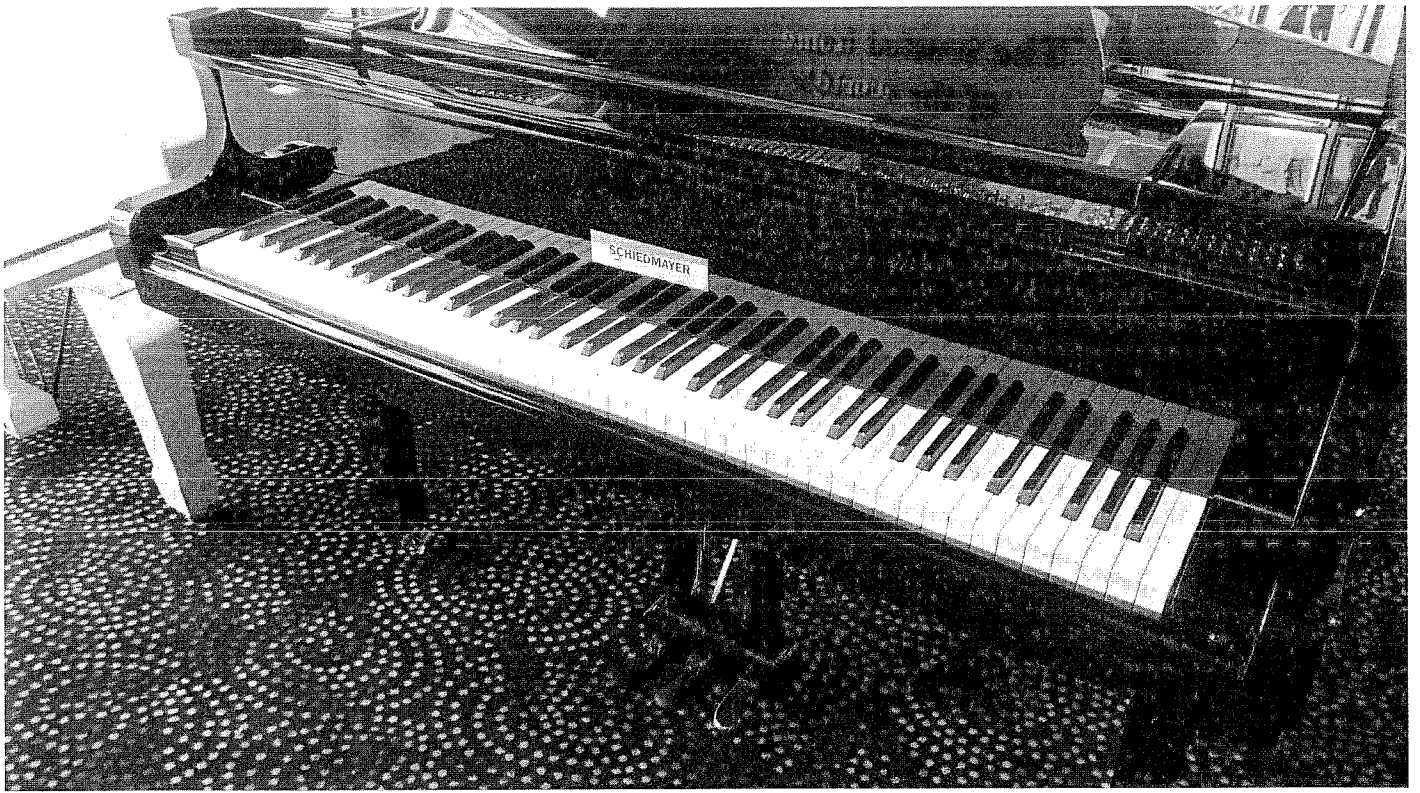


Exhibit 3
G. TREIBITZ
February 14, 2017
Cheryl Asada, CSR 13496



Combined Declaration of Use and Incontestability under Sections 8 & 15

To the Commissioner for Trademarks:

REGISTRATION NUMBER: 3340759

REGISTRATION DATE: 11/20/2007

MARK: SCHIEDMAYER

The owner, Piano Factory Group, a corporation of California, having an address of
323 S. Front St., #106
Burbank, California 91502-1918
United States

is filing a Combined Declaration of Use and Incontestability under Sections 8 & 15.

For International Class 015, the mark is in use in commerce on or in connection with **all** of the goods/**all** of the services, or to indicate membership in the collective membership organization, listed in the existing registration for this specific class: Pianos, namely, upright pianos, grand pianos, and digital pianos; **and** the mark has been continuously used in commerce for five (5) consecutive years after the date of registration, or the date of publication under Section 12(c), and is still in use in commerce on or in connection with **all** goods/**all** services, or to indicate membership in the collective membership organization, listed in the existing registration for this class. Also, no final decision adverse to the owner's claim of ownership of such mark for those goods/services, or to indicate membership in the collective membership organization, exists, or to the owner's right to register the same or to keep the same on the register; and, no proceeding involving said rights pending and not disposed of in either the U.S. Patent and Trademark Office or the courts exists.

The owner is submitting one(or more) specimen(s) for this class showing the mark as used in commerce on or in connection with any item in this class, consisting of a(n) Mark on product.

Original PDF file:

SPN0-1747962133-174402098 . Product1.pdf

Converted PDF file(s) (1 page)

Specimen File 1

Original PDF file:

SPN0-1747962133-174402098 . Product2.pdf

Converted PDF file(s) (1 page)

Specimen File 1

The registrant's current Attorney Information: Adam R. Stephenson of Adam R. Stephenson, LTD.

40 W. Baseline Rd., Ste. 101
Tempe, Arizona (AZ) 85283
United States

The docket/reference number is PFG004.

The registrant's proposed Attorney Information: Adam R. Stephenson of Adam R. Stephenson, LTD.

40 W. Baseline Rd., Ste. 101
Tempe, Arizona (AZ) 85283
United States

The docket/reference number is PFG004.

The Other Appointed Attorney(s): Paul B. Johnson.

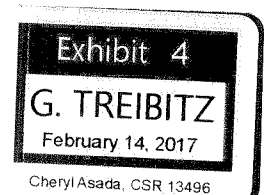
The phone number is 480-264-6075.

The fax number is 480-718-8336.

The email address is adam@patentproblempro.com.

The registrant's current Correspondence Information: Adam R. Stephenson of Adam R. Stephenson, LTD.

40 W. Baseline Rd., Ste. 101
Tempe, Arizona (AZ) 85283
United States



The docket/reference number is PFG004.

The registrant's proposed Correspondence Information: Adam R. Stephenson of Adam R. Stephenson, LTD.
40 W. Baseline Rd., Ste. 101
Tempe, Arizona (AZ) 85283
United States

The docket/reference number is PFG004.

The phone number is 480-264-6075.

The fax number is 480-718-8336.

The email address is adam@patentproblempro.com;janice@patentproblempro.com; paul@patentproblempro.com.

A fee payment in the amount of \$400 will be submitted with the form, representing payment for 1 class(es), plus any additional grace period fee, if necessary.

Declaration

The mark is in use in commerce on or in connection with the goods/services identified above, as evidenced by the attached specimen(s) showing the mark as used in commerce. The mark has been in continuous use in commerce for five consecutive years after the date of registration, or the date of publication under 15 U.S.C. Section 1062(c), and is still in use in commerce on or in connection with all goods/services listed in the existing registration. There has been no final decision adverse to the owner's claim of ownership of such mark for such goods/services, or to the owner's right to register the same or to keep the same on the register; and there is no proceeding involving said rights pending and not disposed of either in the United States Patent and Trademark Office or in a court.

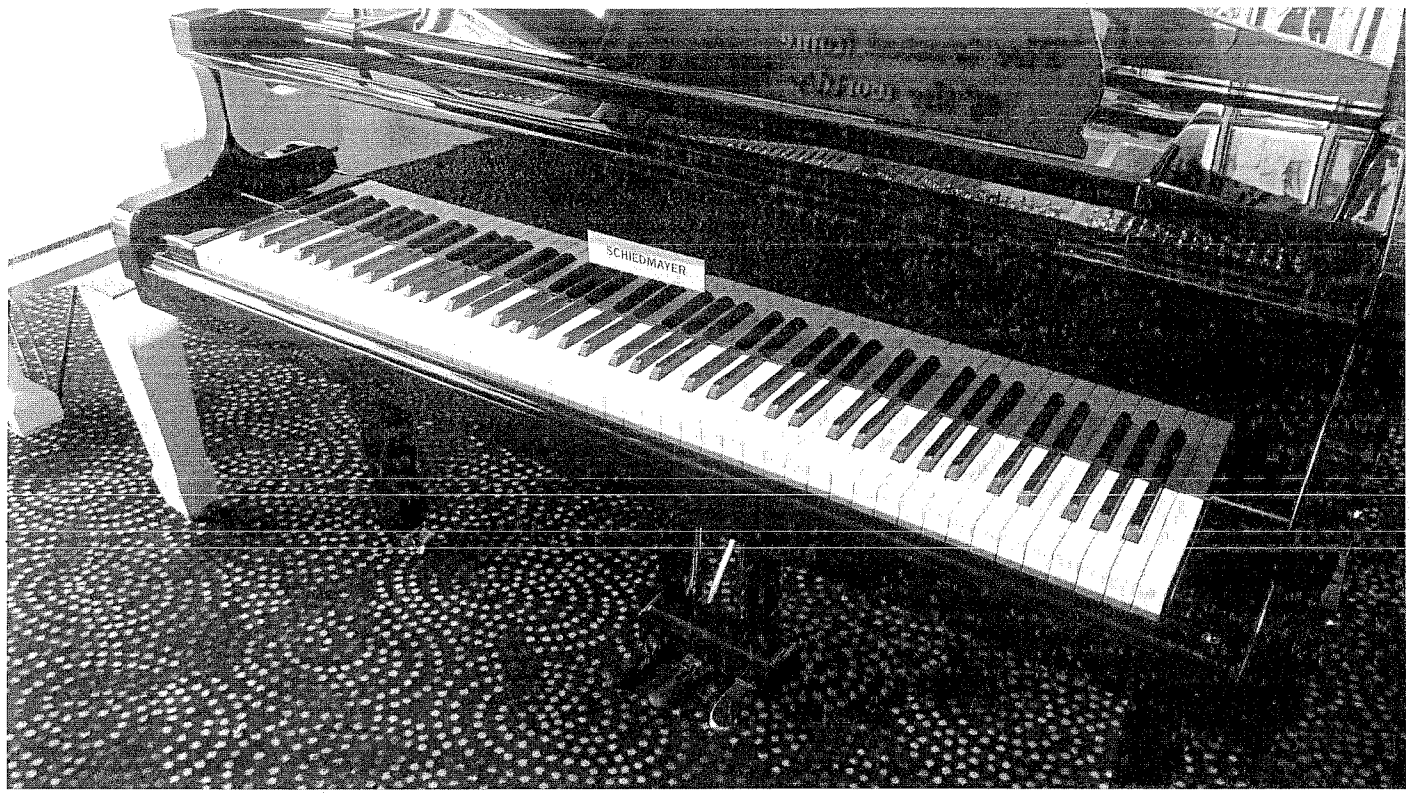
The signatory being warned that willful false statements and the like are punishable by fine or imprisonment, or both, under 18 U.S.C. Section 1001, and that such willful false statements and the like may jeopardize the validity of this submission, declares that all statements made of his/her own knowledge are true and all statements made on information and belief are believed to be true.

Signature: /Cheryl Fox/ Date: 04/18/2014
Signatory's Name: Cheryl Fox
Signatory's Position: Vice President
Signatory's Phone Number: (800) 697-4266

Mailing Address (current):
Adam R. Stephenson, LTD.
40 W. Baseline Rd., Ste. 101
Tempe, Arizona 85283

Mailing Address (proposed):
Adam R. Stephenson, LTD.
40 W. Baseline Rd., Ste. 101
Tempe, Arizona 85283

Serial Number: 78157552
Internet Transmission Date: Fri Apr 18 19:25:53 EDT 2014
TEAS Stamp: USPTO/S08N15-XXX.XX.XX.XXX-2014041819255
3056571-3340759-5006ce41e1f56796a36ca19f
d3d44046f8c9932c2f1da413eb3dcf018f6a63bc
-ET-3936-20140418174402098361





ROUTING SHEET TO POST REGISTRATION (PRU)

Registration Number: 3340759



Serial Number: 78157552



RAM Sale Number: 3340759

RAM Accounting Date: 20140421

Total Fees: \$400

Note: Process in accordance with Post Registration Standard Operating Procedure (SOP)

<u>Transaction</u>	<u>Fee Code</u>	<u>Transaction Date</u>	<u>Fee per Class</u>	<u>Number of Classes</u>	<u>Number of Classes Paid</u>	<u>Total Fee</u>
§8 affidavit	7205	20140418	\$100	1	1	\$100
§15 affidavit	7208	20140418	\$200	1	1	\$200
Grace period combined §8 & 15	7206	20140418	\$100	1	1	\$100

Physical Location: 900 - FILE REPOSITORY (FRANCONIA)

Lost Case Flag: False

In TICRS (AM-FLG-IN-TICRS): True

Transaction Date: 20140418



