

2020-1196

United States Court of Appeals
for the Federal Circuit

PIANO FACTORY GROUP, INC., SWEET 16 MUSICAL
PROPERTIES, INC.,

Appellants,

v.

SCHIEDMAYER CELESTA GMBH,

Appellee,

ANDREI IANCU, Director, U.S. Patent and Trademark Office,

Intervenor.

*Appeal from the United States Patent and Trademark Office,
Trademark Trial and Appeal Board, Case No. 92061215*

CORRECTED JOINT APPENDIX

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**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.

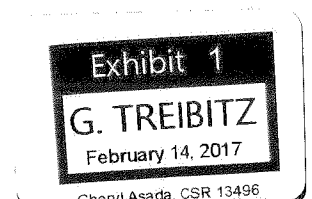
Registration Date: November 20, 2007

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

Appx0672



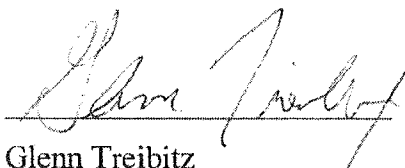
of the rights of Piano Factory Group were legally transferred to Sweet 16 as of the dates of execution of the various agreements.

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

JoyceClientA01.1084.rtf(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 understood 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.

JoyceClient\A01-1084-Att\Genl\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\001.1084.att\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, equity 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 the 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 a 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 this 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, covenant 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 a 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

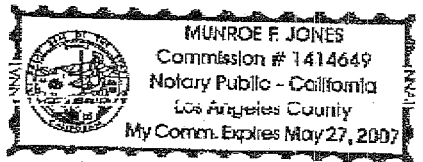
STATE OF CALIFORNIA |
COUNTY OF ^{1ss.} LOS ANGELES

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 person acted, executed the instrument.

SAT 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

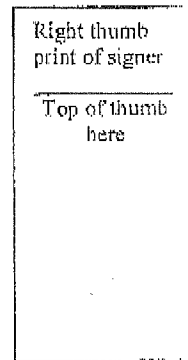
Signer(s) Other than Named Above: NONE

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: _____

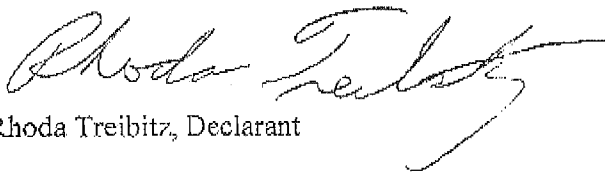
Signer is Representing: _____



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\A01.1684.atl\Generalassignment

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

ASSIGNEE:
EQUITABLE TRANSITIONS, INC.

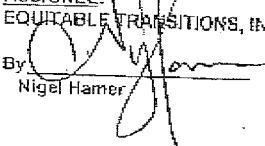
By 
Nigel Hamer

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.

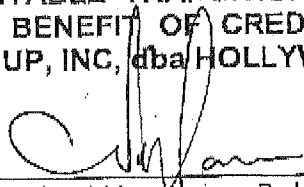
Further, by accepting this Bill of Sale, Buyer is acknowledging that the representations, warranties, and covenants of Seller set forth herein are being made for the sole benefit of Buyer.

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

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Trademarks > Trademark Electronic Search System (TESS)

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

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

Record 1 out of 1

TSDR **REGISTER 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

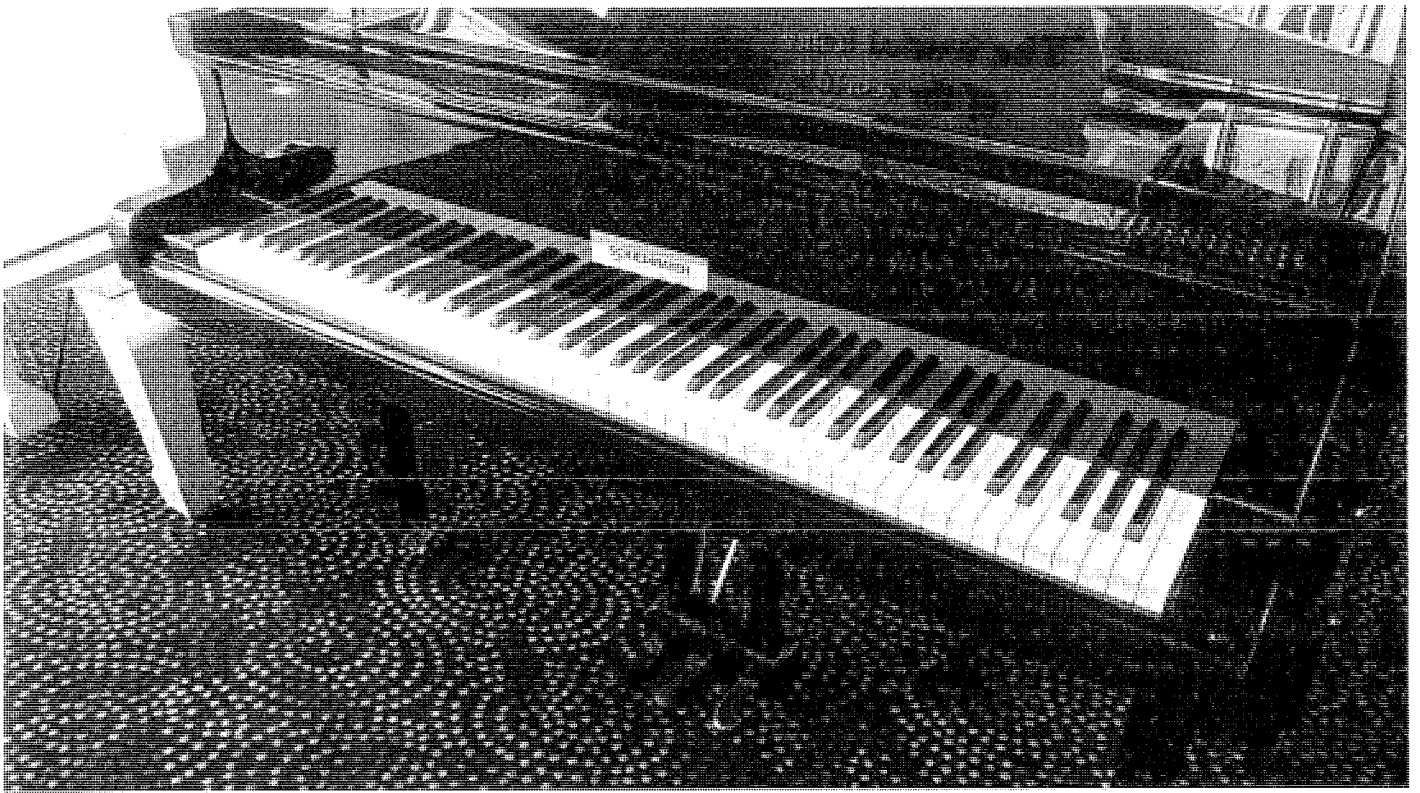


Exhibit 3
G. TREIBITZ
February 14, 2017
Cheryl Asada, CSR 13496



Appx0684

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.

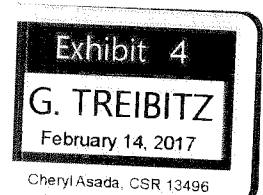
The phone number is 480-264-6075.

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.

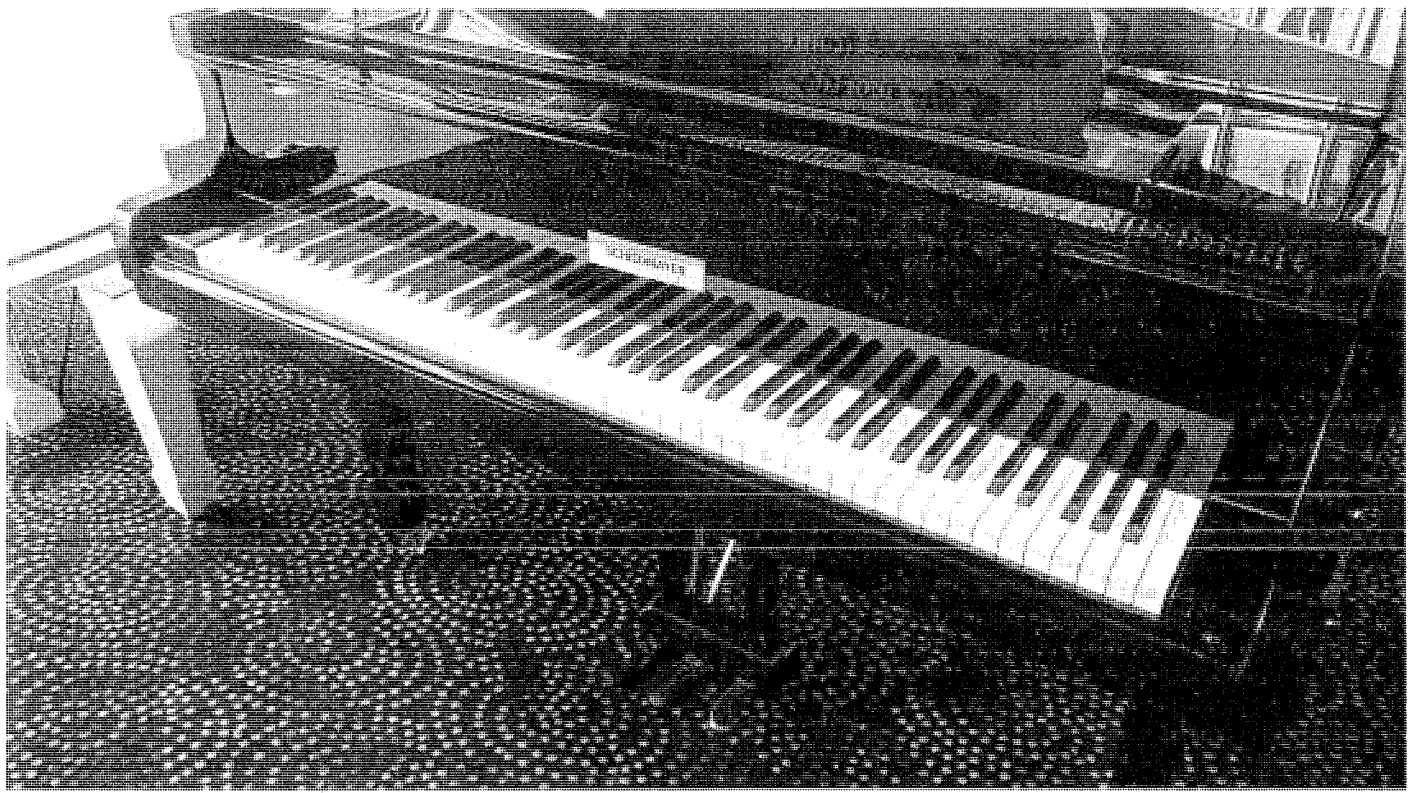
The signatory being warned that willful false statements and the like are punishable by fine or imprisonment, or both, under 18 U.S.C. Section 1001, and that such willful false statements and the like may jeopardize the validity of this submission, declares that all statements made of his/her own knowledge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

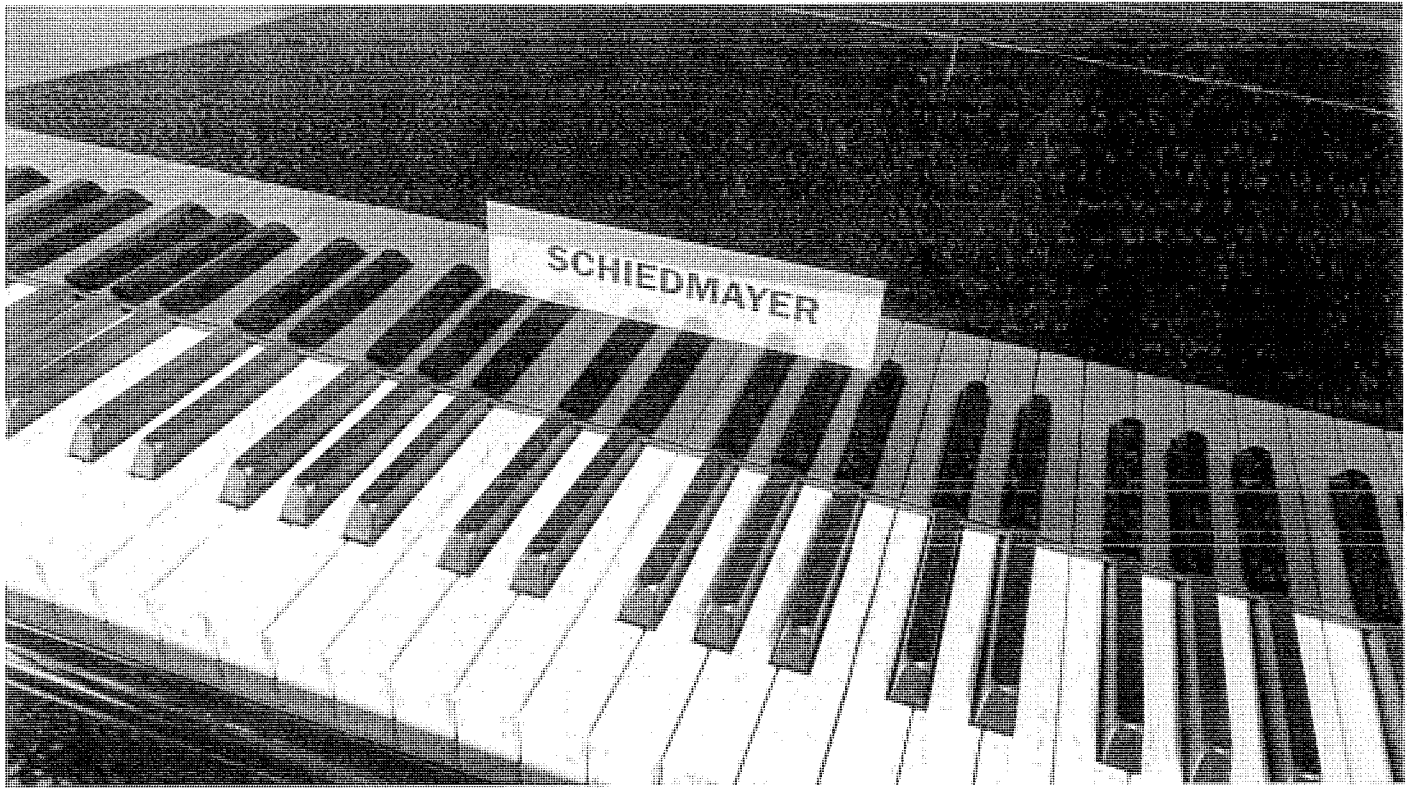
Mailing Address (current):
Adam R. Stephenson, LTD.
40 W. Baseline Rd., Ste. 101
Tempe, Arizona 85283

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



Appx0687



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

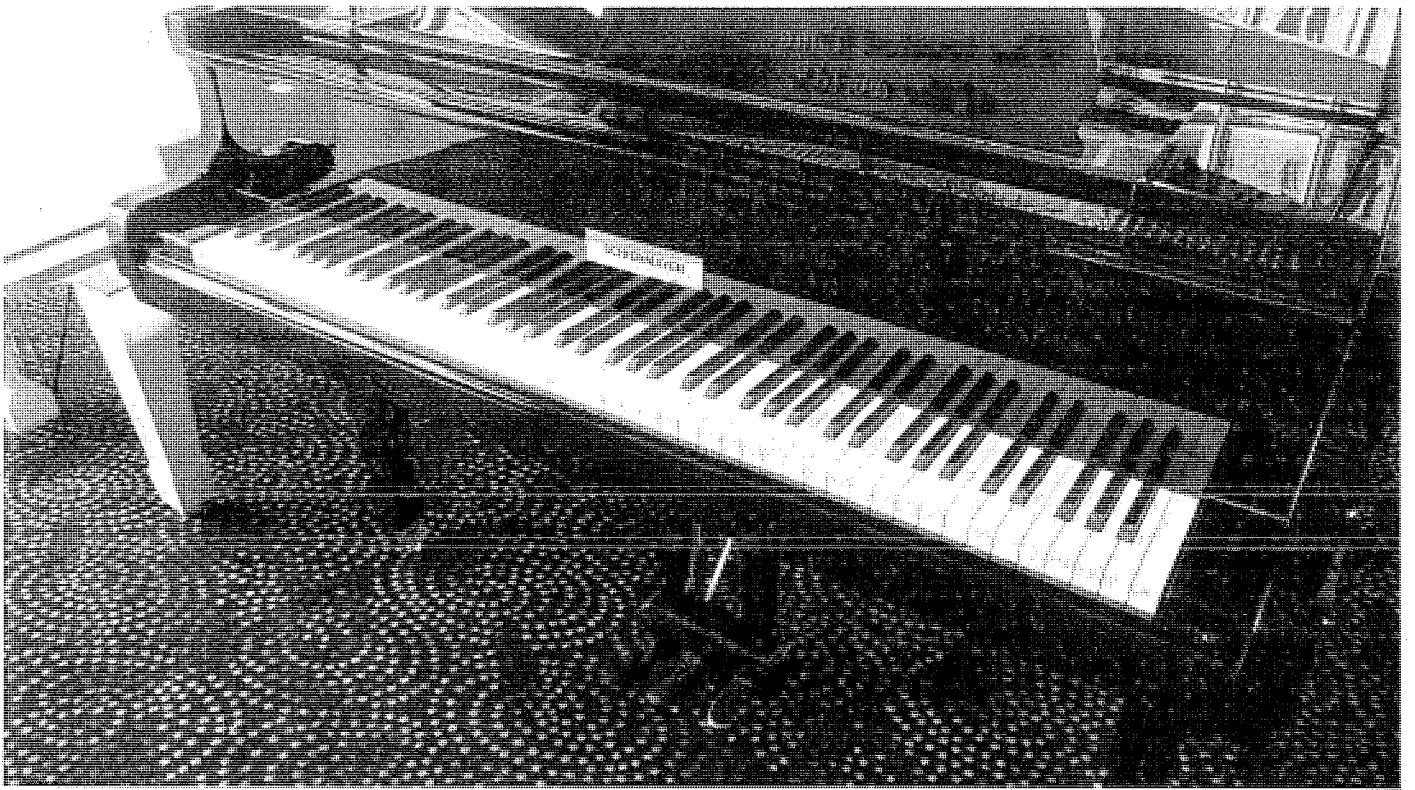
Physical Location: 900 - FILE REPOSITORY (FRANCONIA)

Lost Case Flag: False

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

Transaction Date: 20140418





Appx0690

Hollywood Piano Company, Est. 1928 - Los Angeles, CA - Piano Sales, Piano Rentals, for Los Angeles, Burbank, Glendale, Pasadena, and all of Southern California

CHECK OUT THIS ONE OF A KIND HAND BUILT SCHULZE POLLMANN FROM ITALY

search here ...

Hollywood Piano

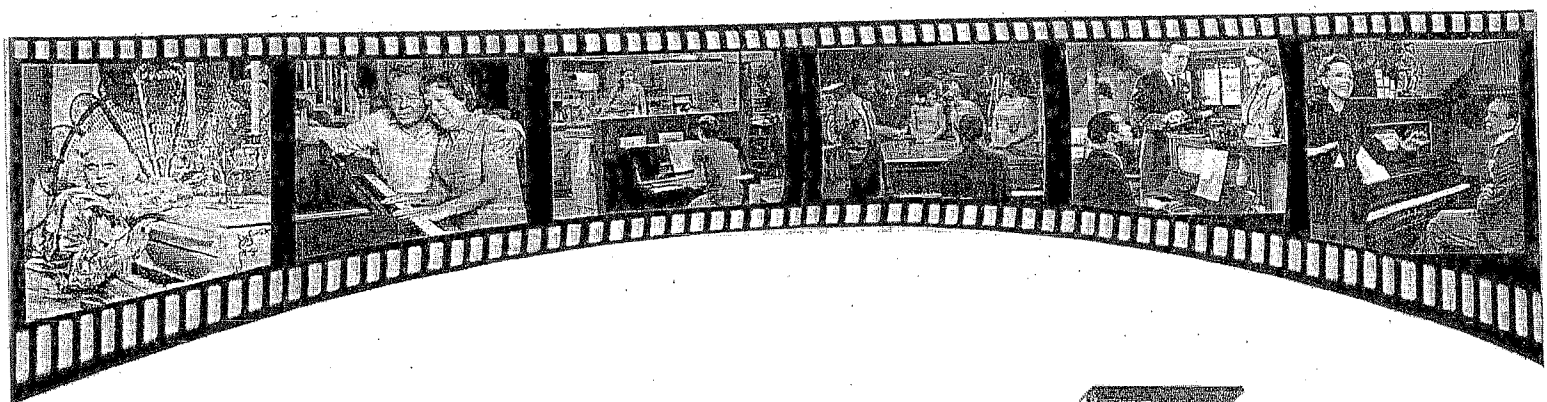
Burbank
323 S. Front St.
Pasadena
2084 E. Foothill Blvd.



1800 MY-PIANO
(1800-697-4266)

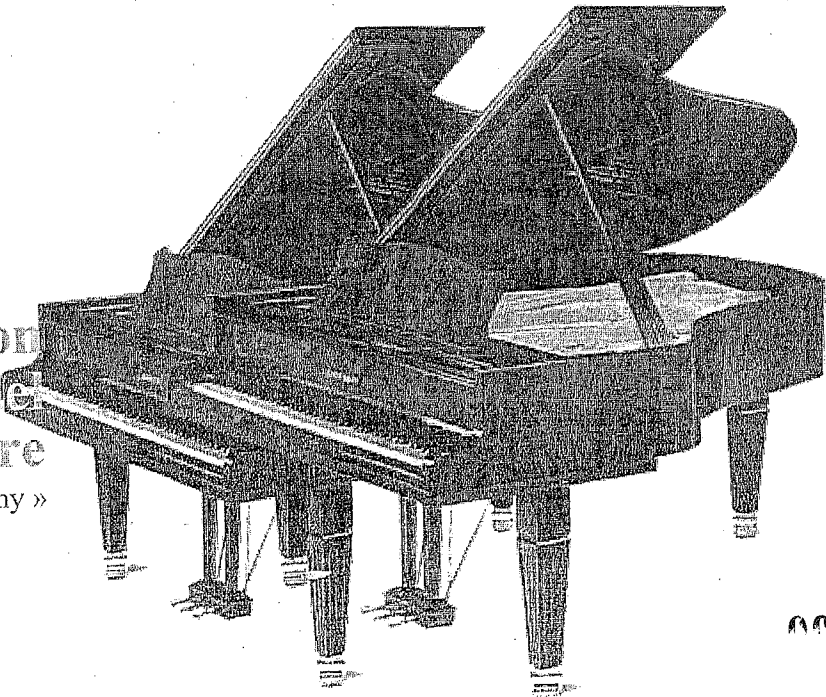
Exhibit 5
G. TREIBITZ
February 14, 2017
Cheryl Asada, CSR 13496

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«

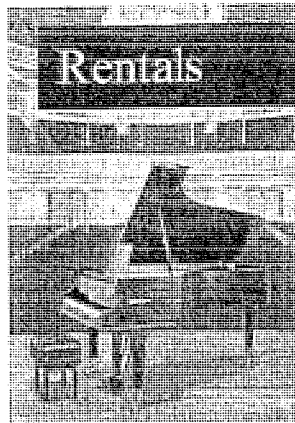
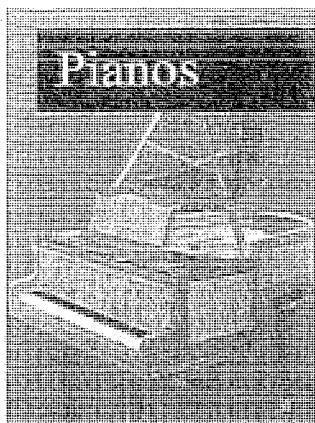
Grotrian Salon
Grand Piano Model
189 Empire
Pyramide-Mahogany »



"Grotr.
The B »
Subjec
Times
"Granc
Odys

000001

"Since 1928 the trusted home of the world's finest pianos"
Appx0691



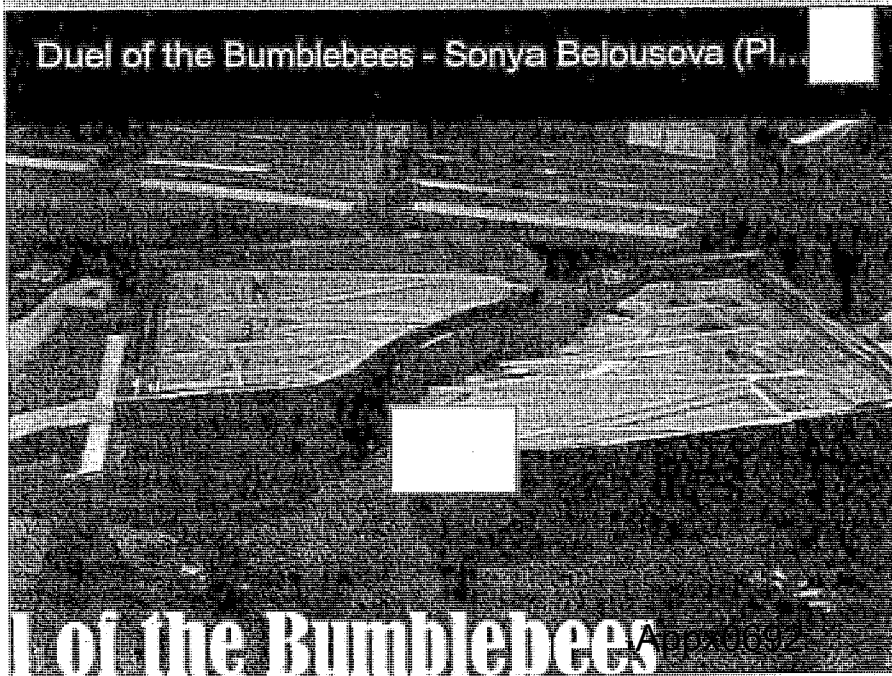
Los Angeles County's Only A+ Rated Piano Stores

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Famous People Who Played the Piano

When in school, many of us were trotted away to music class each day, were taught the art of a ...



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PLAYER:PIANO

Email Address*

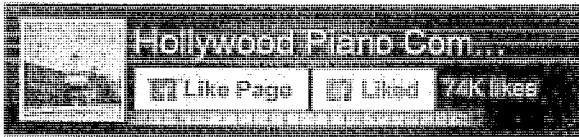
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Name*

Your Name

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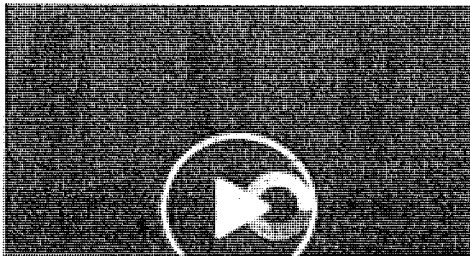


News Feed

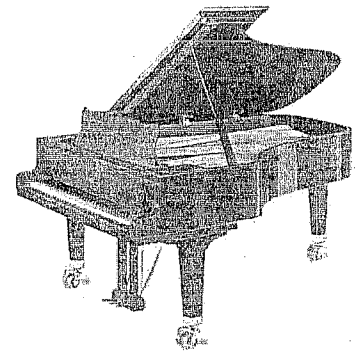


Hollywood Piano Company
18 hrs

Wow, this is amazing. Watch as Ludovico Einaudi plays in the arctic to battle for the protection of this precious land!



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We Speak The Following



000003

About Us

The Hollywood Piano Story

Our Selection

Appx 6693

About Pianos

A Message From Glenn
Our People
Hollywood Sheet Music
Why Hollywood Piano
Locations
Irwin & Rhoda Treibitz
Performance Hall @
Hollywood Piano

Specials
Pianos
Digital Pianos
Player Pianos
Used Pianos
Keyboards
Accessories
For Designers

Acoustic Piano Buyers
Guide
Piano Sellers Guide
Piano ABCs
Blog
FAQ

Piano Service

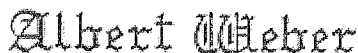
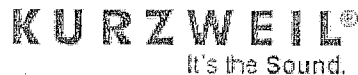
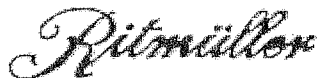
Tuning
Moving
Appraisals
Restoration
Piano Rentals

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Why Play Piano
School of Music
PEP Piano Teachers
Program
Roland Piano Labs
University Programs at
Hollywood Piano
Buy A Key Fundraising

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Contact Us
Want To Rent
Want To Buy
Want To Consign Or
Sell A Piano
Need A Piano Appraisal



LIVE
Performance
Model LX

Hollywood Piano is one of the largest piano dealers in the Los Angeles Metro area serving the San Fernando Valley, San Gabriel Valley, Vatura County, Conejo Valley, Orange County, San Bernardino County, Riverside County, Inland Empire, Lancaster, Palmdale, Burbank, Glendale, Pasadena, Hollywood, West Hollywood, Arcadia, San Moreno, Alhambra, Monterey Park, Baldwin Hills, West Covina, Walnut, Diamond Bar, Eastvale, Duarte, Hancock Park, Culver City, West LA, Santa Monica, Westwood, Brentwood, Beverly Hills, South Bay, Redondo Beach, Manhattan Beach, Palos Verdes, Long Beach, and North Hollywood. Hollywood Piano is the largest Baldwin piano dealer in the United States of America. Our Company sells new pianos, used pianos, and is the largest piano rental agency in the Los Angeles metropolitan region. The models of new and used acoustic pianos that it sells include Steinway & Sons, Mason & Hamlin, Seiler, Estonia, Albert Weber, Brodmann, Steingraeber, Sohmer, Knabe, Young Chang, Petrof, Pleyel, Weber, Bergmann, Falcone, George Steck, Hobart M. Cable, Brodmann, Schiedmayer, Bernard Shoninger, Kawai, Yamaha, Samick, Chares Walter, Shigeru Kawai, Schimmel, Perzina, Star, Hallet & Davis, Kingsburg, Chickering, Kimball, Boston, Essex, Kohler & Campbell, Bosendorfer, Bechstein, Bohemia, Fazioli, Bluthner, Vose and Sons, Kurtzmann, Pramberger, Story & Clark, Hallet & Davis, Knabe, Wurlitzer, Adagio, Hailun, Ritmuller, Pearl River, Yamaha Disklavier, August Forester, Grotrin Steinweg, Sauter, Schulze Pollman and Hardman Peck. Also digital pianos from Roland, Kurzweil, Yamaha Clavinova, Casio, AvantGrand, The One, Dynatone, and Korg. Finally, we carry player piano systems from Pianomation, Piano Disc and QRS, Pianoforce and Live Performance LX.

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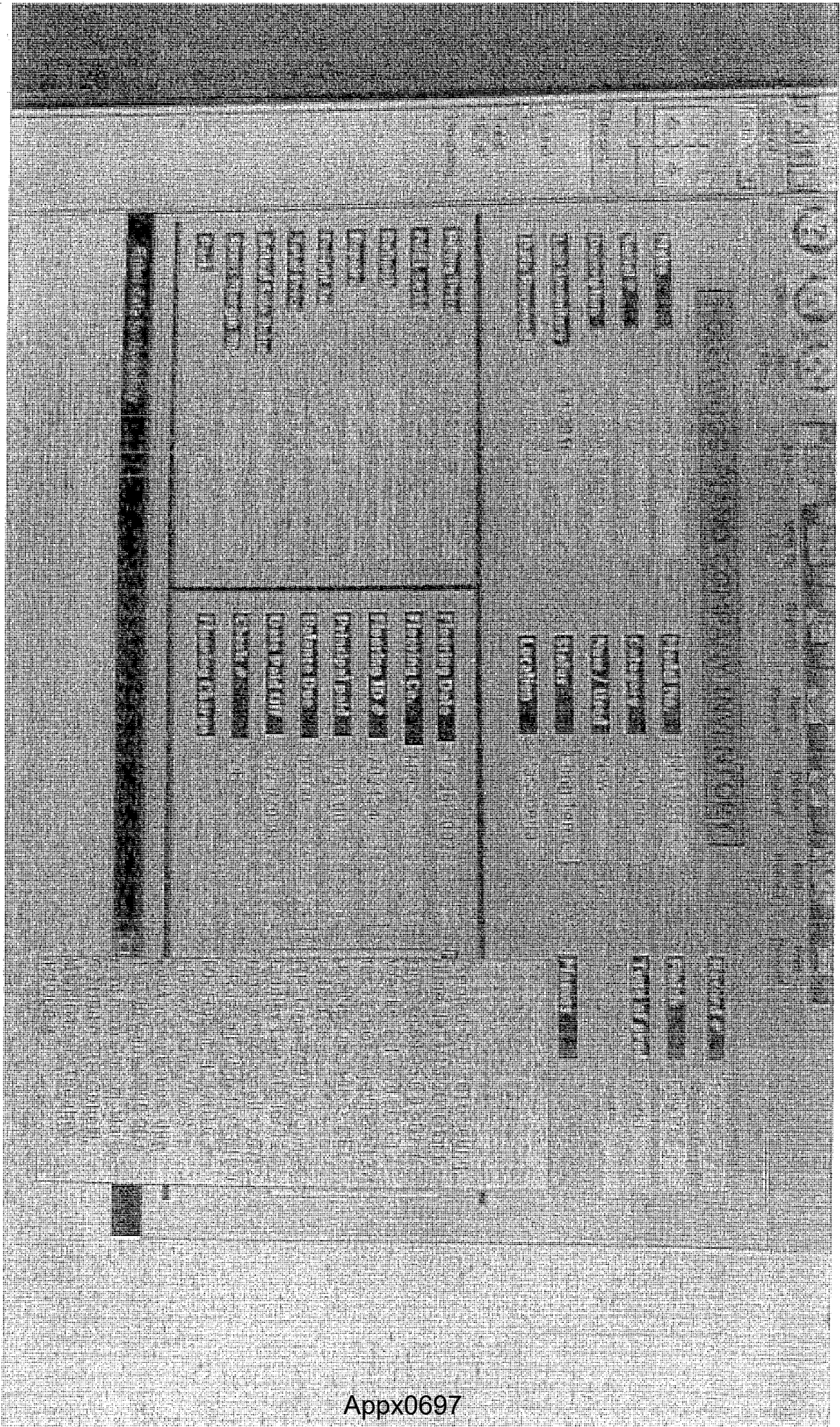
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Appx0696

Item No.	Description	Quantity	Unit	Price	Total
1
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11
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HOLLYWOOD PIANO COMPANY INVENTORY

Make	Schiedmayer
Serial #	S1317080976
Description	Grand
Last Inventory	4/6/2010
Date Received	03/23/2010
Billing Price	\$5600.00
Add'l. costs	
Refinish	
Repairs	
Freight In	\$75.00
Total Price	\$5675.00
Actual Sale Price	
Gross Margin %	?
Pack	\$110.00

Model No.	C183
Category	
New / Used	New
Status	Sold
Location	Pasadena
Flooring Date	
Flooring Co.	ASC
Flooring ID #	
Principal paid	\$5600.00
Balance Due	\$0.00
Date Paid Off	5/24/2010
Check #	4358
Flooring Charge	

Record #	18560
Finish	Eby Pol
Type of prod	Piano

Memos	
-------	--

Picture	
---------	--

Sales Info

000008

HOLLYWOOD PIANO COMPANY INVENTORY

Record # 17069

Make Schiedmayer

Model No. UH09

Finish Eby Pol

Serial # IZ0387

Category Upright

Type of prod Piano

Description Upright Piano

New / Used New

Last Inventory 9/12/2007

Status Sold

Memos

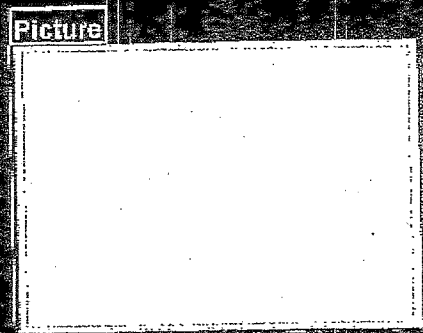
Date Received 05/24/2007

Location Burbank

Luo, Feng del 10/9/07
//from ASC (boxed) to

Billing Price \$1046.50

Flooring Date 5/24/2007



Add'l costs

Flooring Co. ASC

Refinish

Flooring ID # 701009

Repairs

Principal paid \$1046.50

Freight In \$50.00

Balance Due \$0.00

Total Price \$1096.50

Date Paid Off 10/31/2007

Actual Sale Price

Check # 1201

Gross Margin % ?

Flooring Charge

Sales Info

Pack \$300.00

000009



Alton Chan
Yohayi Piano Company
GZ, China

December 13, 2005

Dear Alton,

This is to confirm the NAMM product for the B. Shoninger America corporation. The piano product that you ship will be considered as part of the investment in this new corporation. This company (B. Shoninger America) will be a joint venture of Yohayi piano company and the Trizak Corporation. Please give me the details of shipping so we can arrange the pick up at this end of the B. Shoninger and Schiedmayer pianos.

Best Wishes,

Glenn Treibitz
Piano Factory Group, Inc

000010

SCHIEDMAYER

1100001

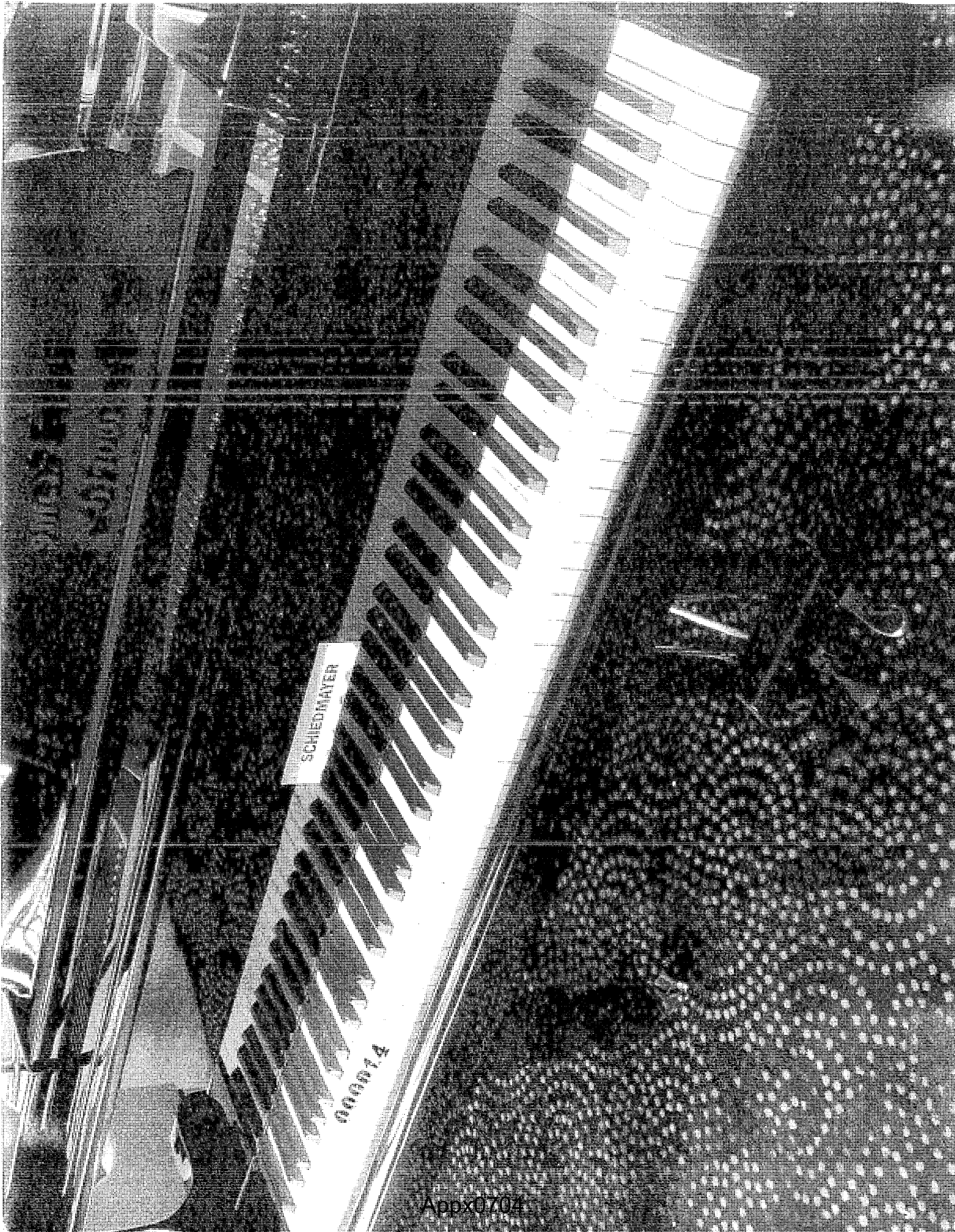
SCHIEDMAYER

000012



000013

Appx0703



SCHIEDMAYER

000014

Adam Stephenson

Subject: FW: No Name

-----Original Message-----

From: "Gary Galanti" <nam.garyg@gmail.com>

Sent: Tuesday, December 29, 2015 10:49am

To: glennt@hollywoodpiano.com

Subject: No Name

Hi Glenn,

For numerous years we have sold Hollywood Piano/Piano Factory no name pianos for use with their house brands. As far as we understand, the brands used on these pianos are registered to Hollywood Piano or one of it's affiliates. One of these being the Schiedmayer brand.

Hope all is well and i will see you soon.

Best regards,

Gary
President
North American Music

000015

Appx0705

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Whois Record for SchiedMayer.com

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Related Domains For Sale or At Auction 1 2 3 [More >](#)

Verschiedenen.com (\$4,488)	Verschieden.com (\$4,888)
Verabschiedung.com (\$944)	Unterschiede.com (\$2,795)
Unterschied.com (\$4,288)	SchiedSsTelle.com (\$4,888)

Whois & Quick Stats

Risk Score	7.47
Email	abuse@godaddy.com is associated with ~49,380,329 domains gennt@hollywoodpiano.com is associated with ~259 domains
Registrant Org	Hollywood Piano Company is associated with ~254 other domains
Registrar	GODADDY.COM, LLC
Registrar Status	clientDeleteProhibited, clientRenewProhibited, clientTransferProhibited
Dates	Created on 2002-08-24 - Expires on 2017-08-24 - Updated on 2016-08-24
Name Server(s)	NS03.DOMAINCONTROL.COM (has 40,732,292 domains) NS04.DOMAINCONTROL.COM (has 40,732,292 domains)
IP Address	50.63.202.11 - 142,051 other sites hosted on this server
IP Location	- Arizona - Scottsdale - Godaddy.com Llc
ASN	AS26496 AS-26496-GO-DADDY-COM-LLC - GoDaddy.com
Domain Status	Registered And Active Website
Whois History	56 records have been archived since 2007-05-17
IP History	4 changes on 4 unique IP addresses over 12 years
Registrar History	1 registrar

Tools

- [Whois History](#)
- [Hosting History](#)
- [DNS History](#)
- [IP History](#)
- [IP Location](#)
- [Name Servers](#)
- [Registrar Info](#)
- [Visit Website](#)

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Last checked October 29, 2016

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Available TLDs


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The following domains are available through our preferred partners.

Hosting History 2 changes on 2 unique name servers over 10 years

Whois Server whois.godaddy.com

Website

Website Title  Hollywood Piano Company, Est. 1928 - Los Angeles, CA - F

Response Code 200

SEO Score 77%


Terms 957 (Unique: 487, Linked: 267)


Images 38 (Alt tags missing: 12)


Links 161 (Internal: 112, Outbound: 40)


Select domains below for more information. (3rd party site)


Taken domain.
Available domain.
Deleted previously owned domain.


-  [View](#)
[Whois](#)

-  [View](#)
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-  [View](#)
[Whois](#)

-  [View](#)
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Whois Record (last updated on 2017-01-23)

```

Domain Name: SCHIEDMAYER.COM
Registry Domain ID: 89645099_DOMAIN_COM-VRSN
Registrar WHOIS Server: whois.godaddy.com
Registrar URL: http://www.godaddy.com
Update Date: 2016-08-23T19:57:00Z
Creation Date: 2002-08-24T21:58:03Z
Registrar Registration Expiration Date: 2017-08-24T21:58:10Z
Registrar: GoDaddy.com, LLC
Registrar IANA ID: 146
Registrar Abuse Contact Email: abuse@godaddy.com
Registrar Abuse Contact Phone: +1.4806242505
Domain Status: clientTransferProhibited http://www.icann.org/epp#clientTransferProhibited
Domain Status: clientUpdateProhibited http://www.icann.org/epp#clientUpdateProhibited
Domain Status: clientRenewProhibited http://www.icann.org/epp#clientRenewProhibited
Domain Status: clientDeleteProhibited http://www.icann.org/epp#clientDeleteProhibited
Registry Registrant ID: Not Available From Registry
Registrant Name: Glenn Treibitz
Registrant Organization: Hollywood Piano Company
Registrant Street: 1033 N. Hollywood Way
Registrant City: Burbank
Registrant State/Province: California
Registrant Postal Code: 91505
Registrant Country: US
Registrant Phone: +1.8189548500
Registrant Phone Ext:
Registrant Fax:
Registrant Fax Ext:
Registrant Email: glenn@hollywoodpiano.com
Registry Admin ID: Not Available From Registry
Admin Name: Glenn Treibitz
Admin Organization: Hollywood Piano Company
Admin Street: 1033 N. Hollywood Way
    
```



000017

Appx0707

Admin City: Burbank
Admin State/Province: California
Admin Postal Code: 91505
Admin Country: US
Admin Phone: +1.8189548500
Admin Phone Ext:
Admin Fax:
Admin Fax Ext:
Admin Email: glennt@hollywoodpiano.com
Registry Tech ID: Not Available From Registry
Tech Name: Glenn Treibitz
Tech Organization: Hollywood Piano Company
Tech Street: 1033 N. Hollywood Way
Tech City: Burbank
Tech State/Province: California
Tech Postal Code: 91505
Tech Country: US
Tech Phone: +1.8189548500
Tech Phone Ext:
Tech Fax:
Tech Fax Ext:
Tech Email: glennt@hollywoodpiano.com
Name Server: NS03.DOMAINCONTROL.COM
Name Server: NS04.DOMAINCONTROL.COM
DNSSEC: unsigned
URL of the ICANN WHOIS Data Problem Reporting System: http://wdprs.internic.net/



- PROFILE
- CONNECT
- MONITOR
- ACQUIRE
- SUPPORT
- WHOIS
- ACCOUNT



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- Verschieden.com (\$4,888)
- Verabschiedung.com (\$944)
- Unterschiede.com (\$2,795)
- Unterschied.com (\$4,288)
- SchiedSsTelle.com (\$4,888)

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ASN	AS26496 AS-26496-GO-DADDY-COM-LLC - GoDaddy.com
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Tools

- Whois History
- Hosting History
- Network Tools
- Buy This Domain
- Visit Website

Preview the Full Domain Report



View Screenshot History

Last checked October 29, 2016

Queue Screenshot for Update

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Available domain.
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-  [View Whois](#)
-  [View Whois](#)
-  [View Whois](#)
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 Registrar WHOIS Server: whois.godaddy.com
 Registrar URL: http://www.godaddy.com
 Update Date: 2016-08-23T19:57:00Z
 Creation Date: 2002-08-24T21:58:03Z
 Registrar Registration Expiration Date: 2017-08-24T21:58:10Z
 Registrar: GoDaddy.com, LLC
 Registrar IANA ID: 146
 Registrar Abuse Contact Email: abuse@godaddy.com
 Registrar Abuse Contact Phone: +1.4806242505
 Domain Status: clientTransferProhibited http://www.icann.org/epp#clientTransferProhibited
 Domain Status: clientUpdateProhibited http://www.icann.org/epp#clientUpdateProhibited
 Domain Status: clientRenewProhibited http://www.icann.org/epp#clientRenewProhibited
 Domain Status: clientDeleteProhibited http://www.icann.org/epp#clientDeleteProhibited
 Registry Registrant ID: Not Available From Registry
 Registrant Name: Glenn Treibitz
 Registrant Organization: Hollywood Piano Company
 Registrant Street: 1033 N. Hollywood Way
 Registrant City: Burbank
 Registrant State/Province: California
 Registrant Postal Code: 91505
 Registrant Country: US
 Registrant Phone: +1.8189548500
 Registrant Phone Ext:
 Registrant Fax:
 Registrant Fax Ext:
 Registrant Email: glennt@hollywoodpiano.com
 Registry Admin ID: Not Available From Registry
 Admin Name: Glenn Treibitz
 Admin Organization: Hollywood Piano Company
 Admin Street: 1033 N. Hollywood Way

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Admin City: Burbank
Admin State/Province: California
Admin Postal Code: 91505
Admin Country: US
Admin Phone: +1.8189548500
Admin Phone Ext:
Admin Fax:
Admin Fax Ext:
Admin Email: glennt@hollywoodpiano.com
Registry Tech ID: Not Available From Registry
Tech Name: Glenn Treibitz
Tech Organization: Hollywood Piano Company
Tech Street: 1033 N. Hollywood Way
Tech City: Burbank
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Tech Postal Code: 91505
Tech Country: US
Tech Phone: +1.8189548500
Tech Phone Ext:
Tech Fax:
Tech Fax Ext:
Tech Email: glennt@hollywoodpiano.com
Name Server: NS03.DOMAINCONTROL.COM
Name Server: NS04.DOMAINCONTROL.COM
DNSSEC: unsigned
URL of the ICANN WHOIS Data Problem Reporting System: <http://wdprs.internic.net/>



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Search results for: YOUNG CHANG

Young Chang Y-114

Model: Y-114 Style: Studio Upright Size: 45" Finish: Ebony Polish, White Polish, Mahogany Red Polish, Mahogany Brown Polish, Walnut Polish, Specifications: Young Chang vertical pianos are constructed using all top quality materials by skilled artisans. Our entire line is completely re-designed by award winning designer

Young Chang Y-118

Exhibit 6
G. TREIBITZ
February 14, 2017

Cheryl Asada, CSR 13496

Appx0712

Model: Y-118 Style: Studio Upright Size: 47" Finish: Ebony Polish, Mahogany Red Polish, Mahogany Brown Polish, Walnut Polish, Ebony Satin Specifications: Y118R:
Traditional Mahogany Satin, French Cherry Satin Young Chang vertical pianos are constructed using all top quality materials by skilled artisans. Our entire line is

Young Chang Y-150

Model: Y-150 Style: Baby Grand Size: 4'11" Finish: Ebony Polish, White Polish, Mahogany Red Polish Mahogany Brown Polish, Walnut Polish, Ebony Satin Y150E: Black Polish (Silver Chrome) Specifications: Young Chang Grand pianos feature all top quality materials and craftsmanship including solid spruce soundboards as well

Young Chang Y-185

Model: Y-185 Style: Professional Grand Size: 6'1" Finish: Ebony Polish, Ebony Satin Specifications: Young Chang Grand pianos feature all top quality materials and craftsmanship including solid spruce soundboards as well as all of the new Del Fandrich designs with the unique floating soundboard and direct

Young Chang Y-118R

MODEL: Y-118R STYLE: Designer Upright SIZE: 47? FINISH: Traditional Mahogany Satin, French Cherry Satin Specifications: Young Chang vertical pianos are constructed using all top quality materials by skilled artisans. Our entire line is completely re-designed by award winning designer Del Fandrich. These newly designed pianos

Young Chang Y-121

MODEL: Y-121 STYLE: Professional Upright SIZE: 48? FINISH: Ebony Polish, Ebony Satin, Mahogany Red Polish Walnut Polish, Mahogany Brown Polish, Specifications: Young Chang vertical pianos are constructed using all top quality materials by skilled artisans. Our entire line is completely re-designed by award winning designer

Young Chang Y-131

MODEL: Y-131 STYLE: Professional Upright SIZE: 52" FINISH: Ebony Polish, Mahogany Brown Polish Ebony Satin Specifications: Young Chang vertical pianos are constructed using all top quality materials by skilled artisans. Our entire line is completely re-designed by award winning designer Del Fandrich. These newly designed

Young Chang Y-157

Model: Y-157 Style: Classic Grand Size: 5'2" Finish: Ebony Polish, Mahogany Red Polish Ebony Satin Specifications: Young Chang Grand pianos feature all top quality materials and craftsmanship including solid spruce soundboards as well as all of the new Del Fandrich designs with the unique floating

Young Chang Y-175

Model: Y-175 Style: Professional Grand Size: 5'9" Finish: Ebony Polish, Ebony Satin Specifications: Young Chang Grand pianos feature all top quality materials and craftsmanship including solid spruce soundboards as well as all of the new Del Fandrich designs with the unique floating soundboard and direct

Young Chang Y-116

Model: Y-116 Style: Institutional Studio Size: 46" Finish: Ebony Polish, Ebony Satin, Walnut Satin Specifications: Young Chang vertical pianos are constructed using all top quality materials by skilled artisans. Our entire line is completely re-designed by award winning designer Del Fandrich. These newly designed pianos

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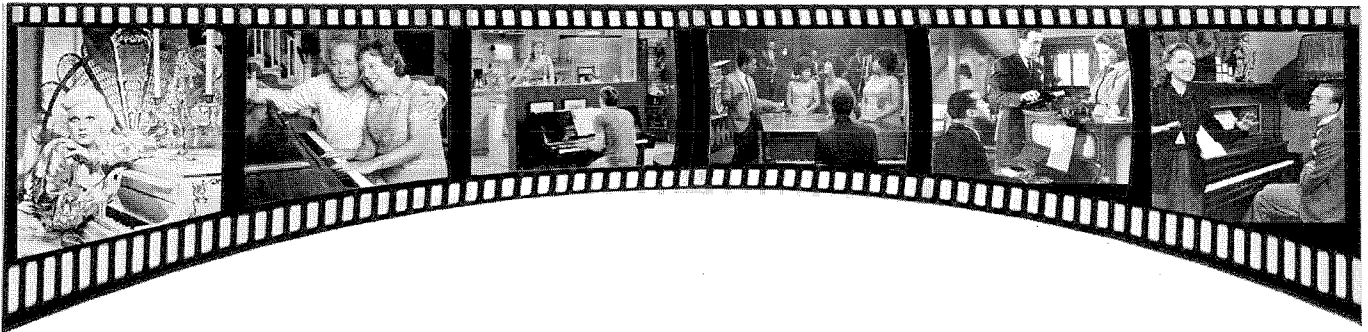
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Weber W-131

Albert Weber Vertical Pianos use AAA solid spruce soundboards with superior actions and Cold Formed Platinum Blue hammer felt to ensure the finest tone and response of any piano.

Weber W-121e

Weber Vertical pianos are constructed using all top quality materials by skilled artisans. All Weber pianos have been completely re-designed by Award Winning Designer Del Fandrich.

Appx0717

Weber W-114F

Weber Vertical pianos are constructed using all top quality materials by skilled artisans. All Weber pianos have been completely re-designed by Award Winning Designer Del Fandrich.

Weber W-114

Weber Vertical pianos are constructed using all top quality materials by skilled artisans. All Weber pianos have been completely re-designed by Award Winning Designer Del Fandrich.

Weber W-185

Weber Grand Pianos were used at the turn of the century at the Metropolitan Opera because of their warm and rich tone.

Weber W-175

Weber Grand Pianos were used at the turn of the century at the Metropolitan Opera because of their warm and rich tone.

Weber W-157

Weber Grand Pianos were used at the turn of the century at the Metropolitan Opera because of their warm and rich tone.

Weber W-150

Weber Grand Pianos were used at the turn of the century at the Metropolitan Opera because of their warm and rich tone.

Albert Weber AW-131

MODEL: AW-131 STYLE: Professional upright SIZE: 52" FINISH Polish Finish: Ebony Satin Finish: Ebony Albert Weber Vertical Pianos use AAA solid spruce soundboards with superior actions and Cold Formed Platinum Blue hammer felt to ensure the finest tone and response of any piano. Noted for

Albert Weber AW-185

MODEL: AW-185 STYLE: Conservatory Artist Grand SIZE: 6'1" FINISH Polish Finish: Ebony Satin Finish: Ebony Albert Weber Grands are renowned for their superior Warm and Rich Tonal quality. These pianos are manufactured in our Korean factory by the most skilled piano artisans. All Albert Weber

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Search results for: KAWAI

Kawai GL-10

The Kawai 5'0" GL-10 offers the same careful attention to detail and quality found in our larger pianos—but in a classic “baby grand” size that will adapt to most any room. Length: 5'0" (153cm) Width: 59" (150cm) Height: 40" (102cm) Weight: 622 lbs. (282kg) Finishes:

Kawai GL-20

Appx0721

The 5'2" GL-20 provides maximum performance with a minimum footprint. With features normally found in larger grands, it is a potent performer with a petite profile. Length: 5'2" (157cm) Width: 59" (150cm) Height: 40" (102cm) Weight: 661 lbs. (300kg) Finishes: Polished Ebony, Satin Ebony, Polished

Kawai GL-30

The 5'5" GL-30 produces the same rich, full-bodied tonal character of a larger classic grand in a flexible size that will grace any home or studio environment. Length: 5'5" (166cm) Width: 59" (150cm) Height: 40" (102cm) Weight: 688 lbs. (312kg) Finishes: Polished Ebony, Satin Ebony,

Kawai GL-40

Designed in our most popular "classic grand" size, the 5'11" GL-40 is longer than many pianos in its class for greater bass resonance and enhanced tonal presence. Length: 5'11" (180cm) Width: 60" (152cm) Height: 40" (102cm) Weight: 714 lbs. (324kg) Finishes: Polished Ebony, Satin Ebony,

Kawai GL-50

A favorite among educators, the 6'2" GL-50 is a versatile instrument that adapts easily to the musical demands of classrooms, studios and smaller performance venues. Length: 6'2" (188cm) Width: 60" (152cm) Height: 40" (102cm) Weight: 736 lbs. (334kg) Finishes: Polished Ebony SPECIAL FEATURES: Kawai's Exclusive

Kawai K-15 Continental Console

The K-15 provides an excellent introduction to Kawai upright piano quality. Featuring a solid spruce soundboard and the highly regarded Ultra-Responsive™ action with ABS parts, this continental-style instrument produces a rich, clear tone with performance qualities to rival much larger upright pianos. Ultra-Responsive Direct Blow

Kawai 506N Institutional Piano

The Kawai 506 was specially designed to meet the needs of those who require high quality and durability in an instrument... without a premium price tag. The 506 embodies three fundamental elements of a fine piano—an exceptional soundboard made of solid spruce, a durable back

Kawai UST-9 Institutional Piano

With its unmatched combination of durable construction and exceptional playability, the UST-9 outperforms every instrument in its class. Our master craftsmen designed it to exceed the most demanding institutional requirements. But the UST-9 goes far beyond every standard by offering the world's most advanced upright

Kawai 907 Designer Studio Piano

The 907 Designer Studio Pianos offer the discerning pianist the best of both worlds... magnificent styling and extraordinary performance. With regal designs and graceful nuances, they are true objets d'art that add a wealth of beauty and style to any home. Millennium II Action™ with

Kawai K15-ATX2 Silent Piano

The 44" K-15 upright piano with continental-style cabinet 16 Digital Sounds: 5 Pianos, 2 Electric Pianos, 2 Organs, and more Integrated Hammer Sensing System with multiple sensors Digital Features: 192-Note Polyphony, Transpose, Metronome

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Kurzweil KCL

The Kurzweil KCL piano lab controller connects up to 16 Kurzweil pianos (expandable to 32 with 2 KCL units). Allows groups, and 2-way communication. Teacher station and multimedia connections. Each piano station requires a KCB connection box, connector cable and headphone/microphone headset (each sold separately).

Kurzweil CUP-2

Appx0726

The Compact Upright, CUP-2, the latest addition to Kurzweil's growing family of home digital pianos, offers a contradiction that most players will surely welcome; a top of the line, powerful sound system in what seems to be an impossibly small, discreet enclosure.

Kurzweil RP-401R

Premium sound and touch with PHA-4 Standard Keyboard and Progressive Damper Action pedal in a compact, attractive piano.

Kurzweil MPS10

The Kurzweil MPS10 features 88 sounds and performance from the highly acclaimed PC3 Series keyboard. Included are 10 world-class acoustic pianos, incorporating Kurzweil's renowned "Triple Strike" Grand Piano samples. In addition, Kurzweil has re-created 24 celebrated vintage electric pianos & organs sampled and modeled with

Kurzweil MPS20

The New MPS20 is the ultimate "Pro-Consumer" portable piano for the home user, studio player, student, or pro gigging musician.

Kurzweil MP-10

The MP-10 combines value and affordability with the best sounds ever developed for Kurzweil Pro keyboards. The MP-10 uses the same chips as our PC3 Series keyboards and features 88 onboard sounds taken directly from the PC3

Kurzweil MP-15

The MP-15 digital piano takes the entry-level MP-10 a step further with an easier to read and use control panel, a larger preset sound pallet, 64 of Kurzweil's innovative 4-zone multi-instrument "Setups", and an upgraded 4-speaker sound system.

Kurzweil MP-20

The MP20 digital piano combines value and affordability with 200 of the best sounds ever developed for KURZWEIL professional keyboards and sports features specifically engineered for sound, convenience, and control.

Kurzweil M-1

88 note, fully weighted graded hammer action keyboard with adjustable touch sensitivity.

Kurzweil M3W

The M3W digital piano combines value and affordability with 200 of the best sounds ever developed for Kurzweil professional keyboards and sports features specifically engineered for sound, convenience, and control.

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Exhibit 7

G. TREIBITZ

February 14, 2017

Cheryl Asada, CSR 13496

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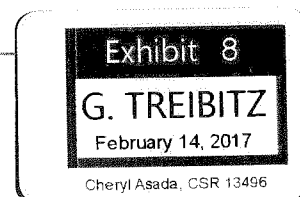
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Word Mark VOSE & SONS
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 Mark Drawing Code (4) STANDARD CHARACTER MARK
 Serial Number 78157550
 Filing Date August 24, 2002
 Current Basis 1B
 Original Filing Basis 1B
 Date Amended to Current Register December 10, 2004
 Owner (APPLICANT) Piano Factory Group Inc, CORPORATION CALIFORNIA 1033 Hollywood Way Studio City CALIFORNIA 91604
 Attorney of Record FRANK J. MCGUE
 Type of Mark TRADEMARK
 Register PRINCIPAL
 Live/Dead Indicator DEAD
 Abandonment Date December 11, 2006

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Attachments: Attachment - 1

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SERIAL NO: 78/157552

APPLICANT: Piano Factory Group

CORRESPONDENT ADDRESS:
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LAW OFFICES OF ALEX D. PATEL
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MARK: SCHIEDMAYER

CORRESPONDENT'S REFERENCE/DOCKET NO : N/A

CORRESPONDENT EMAIL ADDRESS:
jalumit@tmlawoffices.com

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2. Date of this Office Action.
3. Examining Attorney's name and Law Office number.
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Serial Number 78/157552

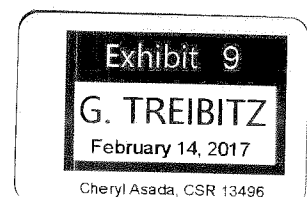
This letter responds to the applicant's communication filed on June 25, 2003.

The amendment to the identification of goods is noted and made of record.

The examining attorney refuses registration because the mark consists of or comprises matter, which may falsely suggest a connection with SCHIEDMAYER. Trademark Act Section 2(a), 15 U.S.C. §1052(a); TMEP §§1203.03, 1203.03(e) and 1203.03(f). See generally *University of Notre Dame du Lac v. J.C. Gourmet Food Imports Co.*, 703 F.2d 1372, 217 USPQ 505 (Fed. Cir. 1983); *University of Alabama v. BAMA's Werke*, 231 USPQ 408 (TTAB 1986); *In re Cotter & Co.*, 228 USPQ 202 (TTAB 1985); *Buffett v. Chi's, Inc.*, 226 USPQ 428 (TTAB 1985). Mr. Schiedmayer was a famous maker of pianos. Additionally pianos are currently being made under the method previously used by Schiedmayer and carry his name and the SCHIEDMAYER trademark; as such the applicant's mark suggests a false connection with the pianos previously and currently manufactured under the trademark SCHIEDMAYER.

Although the examining attorney has refused registration, the applicant may respond to the refusal to register by submitting evidence and arguments in support of registration.

Appx0734



/Darlene D. Johnson/
Examining Attorney
Law Office 111
(703)308-9111 ext 145

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Schiedmayer

upright pianos und grands since 1809

Short history of Schiedmayer piano company

Founded in 1809 by Johann Lorenz Schiedmayer (1786-1860) using the brand mark

SCHIEDMAYER & SOHNE.

Resider: Always his father Johann David Schiedmayer was producer of music instruments in Erlangen (b. 1753) zu Erlangen, changed in 1797 to Nurnberg, d. in Nurnberg 3/20/1805).
Two sons of Johann Lorenz Schiedmayer, Adolf (d. 10/16/1890 in Stuttgart) and Hermann, followed their father in managing the company.
They had two brothers too, Julius (b. 2/17/1822 in Stuttgart, d. Februar 1878) and Paul (b. 1829, d. 01/18/1890 in Kissingen), who founded a harmonium factory in 1853 under their own brand mark Julius & Paul Schiedmayer, which later changed to a great piano factory.
Georg Schiedmayer was the last of his family, who built upright an grand pianos in this 1809 established firm. His interest changed and he started building "celeste" and "glockenspiel" and in 1930 he sold the traditional piano company
SCHIEDMAYER (est. 1809)
to his friend Mr. IBACH.

IBACH and Schiedmayer

IBACH bought the name as well as the models, drawings, tools, forms and installations. This means: even today Schiedmayer pianos are made continuously in the tradition of the 1809 established company.

Schiedmayer pianos had always been instruments of a higher product category.
SCHIEDMAYER est. 1809 (TM) is a brand mark of IBACH

Books:

A. Eisenmann: Vorgeschiede, Gründung und fernere Entwicklung der Firma Schiedmayer und Sohne, Stuttgart 1909
M. Rupprecht: Die Klavierbauerfamilie Schiedmayer, Dissertation Erlangen 1954

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Produktion - Grosshandel - Einzelhandel

Appx0736

Adam Stephenson

Subject: FW: No Name

-----Original Message-----

From: "Gary Galanti" <nam.garyg@gmail.com>

Sent: Tuesday, December 29, 2015 10:49am

To: glennt@hollywoodpiano.com

Subject: No Name

Hi Glenn,

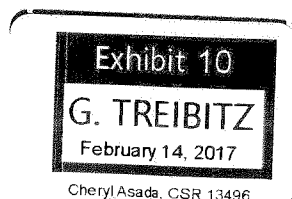
For numerous years we have sold Hollywood Piano/Piano Factory no name pianos for use with their house brands. As far as we understand, the brands used on these pianos are registered to Hollywood Piano or one of it's affiliates. One of these being the Schiedmayer brand.

Hope all is well and I will see you soon.

Best regards,

Gary
President
North American Music

Appx0737¹



HOLLYWOOD PIANO COMPANY INVENTORY

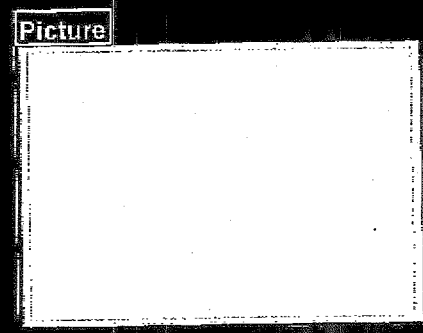


Make	Schiedmayer	Model No.	UH09	Record #	17069
Serial #	I20387	Category	Upright	Finish	Eby Pol
Description	Upright Piano	New / Used	New	Type of prod	Piano

Last Inventory	9/12/2007	Status	Sold	Memos	
Date Received	05/24/2007	Location	Burbank	Luo, Feng del 10/9/07 //from ASC (boxed) to	

Billing Price	\$1046.50
Add'l. costs	
Refinish	
Repairs	
Freight In	\$50.00
Total Price	\$1096.50
Actual Sale Price	
Gross Margin %	?
Pack	\$300.00

Flooring Date	5/24/2007
Flooring Co.	ASC
Flooring ID #	701009
Principal paid	\$1046.50
Balance Due	\$0.00
Date Paid Off	10/31/2007
Check #	1201
Flooring Charge	



Sales Info

Exhibit 11
G. TREIBITZ
February 14, 2017
Cheryl Asada, CSR 13496

HOLLYWOOD PIANO COMPANY INVENTORY

Make Schiedmayer
Serial # S1317080976
Description Grand
Last Inventory 4/6/2010
Date Received 03/23/2010

Model No. C183
Category
New / Used New
Status Sold
Location Pasadena

Record # 18560
Finish Eby Pol
Type of prod Piano

Memos

Billing Price \$5600.00
Add'l. costs
Refinish
Repairs
Freight In \$75.00
Total Price \$5675.00
Actual Sale Price
Gross Margin % ?
Pack \$110.00

Flooring Date
Flooring Co. ASC
Flooring ID #
Principal paid \$5600.00
Balance Due \$0.00
Date Paid Off 5/24/2010
Check # 4358
Flooring Charge

Picture

Get CS Info

Exhibit 12
G. TREIBITZ
 February 14, 2017
 Cheryl Asada, CSR 13496

(2) (U) (S) (W) (A) (C) (D) (E) (F) (G) (H) (I) (J) (K) (L) (M) (N) (O) (P) (Q) (R) (S) (T) (U) (V) (W) (X) (Y) (Z)

HOLLYWOOD FLAND COMPANY INVENTORY

NAME [REDACTED] **ADDRESS** [REDACTED] **CITY** [REDACTED] **STATE** [REDACTED] **ZIP** [REDACTED]
PHONE [REDACTED] **FAX** [REDACTED] **EMAIL** [REDACTED]
DATE [REDACTED] **TIME** [REDACTED] **BY** [REDACTED]

Flooring Date 1/20/2017
Flooring Co. [REDACTED]
Flooring ID # 70234
Delivered Paid \$155.00
Balance Due \$0.00
Date Paid Off 1/20/2017
Check # [REDACTED]
Account # [REDACTED]

[REDACTED]
 [REDACTED]
 [REDACTED]
 [REDACTED]
 [REDACTED]
 [REDACTED]

Location Mail Mgmt Admin District Branch Priority Mail Date Price Status Color

Suburb Schiesmayer C118 Shawnee 128054 MAIL N 2300 Sold

Suburb Schiesmayer C118 Shawnee 128347 MAIL N 2300 Sold

Suburb Schiesmayer Eastman Mah Pal 128445 MAIL N 11002005 10545 Sold

Suburb Schiesmayer N109 Edw Pal 270025 MAIL N 11002005 10545 Sold

Suburb Schiesmayer U109 Edw Pal 270387 MAIL N 050742007 10965 Sold

Presidents Schiesmayer N109 Edw Pal 270387 MAIL N 100782007 7000 Lease With

Pasadena Schiesmayer C118 Edw Pal 6701700075 MAIL N 040232010 5875 Sold

Suburb Schiesmayer 118 Edw Pal 628511284 MAIL N 02292012 1195 Sold

Pasadena Schiesmayer 118 Edw Pal 628511254 MAIL N 81292013 1195 Sold

Suburb Schiesmayer 106SM Mah Pal 870912014 MAIL N 10042014 1501 Sold

Elmore Schiesmayer 115 Mah Pal 658712016 MAIL N 02282016 1505 Rental

Easton Schiesmayer 117 Mah Pal 670711641 MAIL N 10292016 1845 Rental

Elmore Schiesmayer 120 Mah Pal 670102016 MAIL N 10302016 1505 Rental

Exhibit 14
G. TREIBITZ
 February 14, 2017

#1 SELECTION IN THE USA



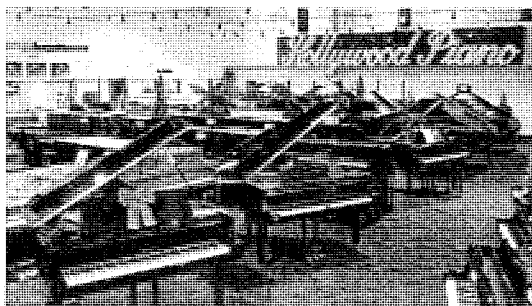
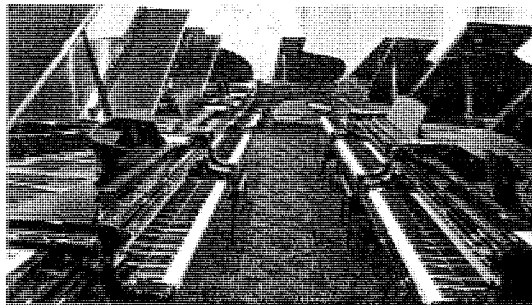
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 Email: glennt@hollywoodpiano.com

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Exhibit 15
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 February 14, 2017

Cheryl Asada, CSR 13496

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console pianos	hybrid pianos
studio pianos	portable pianos
upright pianos	CD player pianos
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keyboards	semi-concert grand pianos
player pianos	living room grand pianos
baby grand pianos	digital grand pianos
parlor grand pianos	Victorian case pianos
artist grand pianos	workstation keyboards
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pianos	Boston pianos	Pianos
Steinway	Estonia pianos	George Steck
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Samick	Campbell	Falcone Pianos
pianos	Baldwin pianos	Hobart Cable
Weber	Knabe pianos	Pianos
pianos	Wurlitzer	B. Shoninger
Walter	pianos	Pianos
pianos	Yamaha	Vose and Sons
Mason &	Clavinovas	Pianos
Hamlin	Bosendorfer	Sohmer Pianos
Chickering	pianos	Pramberger
pianos	Petrol pianos	Pianos
Kimball	Kemble pianos	Story & Clark
pianos	Seiler Pianos	Pianos
Young	Bechstein	
Chang	Pianos	
Roland		
digital		

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Est. 1928

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of the World's Finest Pianos

Exhibit 16

G. TREIBITZ

February 14, 2017

Cheryl Asada, CSR 13496

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Burbank - Pasadena

Thank you for giving us the opportunity to assist you. I hope your experience with our company met or exceeded your expectations. I realize there are many places to purchase a piano and I appreciate the opportunity to earn your business. Purchasing a piano should be joyful free of high-pressure sale pitches or a negative derogatory tirade. Who needs that? Be weary of dealers (masquerading as non dealers) working out of garages, homes, warehouses, and storage units who can be here today and gone tomorrow. Our company is family owned and operated by two families since 1928. We're a full time piano dealer. Piano sales are not a part-time hobby for us, but a full time passion. When you compare our pianos, presentation, warranties and guarantees to the competition's you'll understand why we are your best choice. Please feel free to contact me directly with any questions or concerns. With a lifetime in the piano industry my goal is simple, complete satisfaction with your piano purchase for now and forever.

Hollywood Piano Company
(Brother & Sister)

Glenn Treibitz, President
Cheryl Fox, Vice-President



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"...this is the s
buyer and for t
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Price Guarantee

1 Year written price protection guarantees the lowest price on every instrument. Find it for less and we'll refund 133% of the difference!

Value Added Warranty

Only Hollywood Piano doubles the manufacturers warranty on everything we sell and makes that warranty transferable. This makes a piano purchased from us more valuable in the future as a used piano than one purchased anywhere else because it will still carry the balance of our transferable extended warranty.

Satisfaction Guarantee

Our written guarantee states we will gladly exchange any item purchased from us for up to 30 days for any reason, even if the color doesn't match! We're not satisfied until you're satisfied!

100% Trade-Up Policy

Your piano or digital purchase from us is like cash. Receive the full purchase price back in trade, and unlike other companies, your trade-in is credited against our guaranteed lowest price, not the full retail.

Piano Preparation Report

Most people are buying a piano for the first time and really don't know how a piano should sound or feel. We spend many hours of preparation on each piano to make sure it plays and sounds right. Surprisingly, very few piano dealers make this important commitment believing the average customer will not know the difference. WE KNOW THE DIFFERENCE. Every piano is tuned, inspected, serviced and certified by our registered technicians with our Piano Preparation Report before being offered for sale allowing even a first time buyer to purchase

Home Pe

We not only piano before give you a v home perfo technicians or she will your Home and perform items, guar operating p

No Haggi

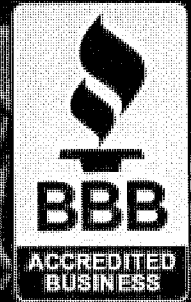
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Los Angeles Times
"...this is the store for the serious piano buyer and for the sharp bargain shopper looking for top quality."



- ✓ **100% Trade-Up Policy**
 Your piano or digital purchase from us is like cash. Receive the full purchase price back in trade, and unlike other companies, your trade-in is credited against our guaranteed lowest price, not the full retail.
- ✓ **Piano Preparation Report**
 Most people are buying a piano for the first time and really don't know how a piano should sound or feel. We spend many hours of preparation on each piano to make sure it plays and sounds right. Surprisingly, very few piano dealers make this important commitment believing the average customer will not know the difference. WE KNOW THE DIFFERENCE. Every piano is tuned, inspected, serviced and certified by our registered technicians with our Piano Preparation Report before being offered for sale allowing even a first time buyer to purchase with confidence.

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 We not only extensively prepare your piano before it is delivered, we also give you a written guarantee of in-home performance. During our technicians first visit to your home he or she will tune your piano, fill out your Home Performance Guarantee and perform a 75 point list of service items, guaranteeing that your piano is operating perfectly.
- ✓ **No Hagggle Price**
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April 07/16



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- Hilton Hotel Corporation
- Nokia Theater
- Walt Disney Concert Hall
- Burbank Philharmonic
- Skirball Center
- Annenberg Center
- L.A. County Museum of Art

UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL & APPEAL BOARD

Schiedmayer Celesta GmbH,)
)
)
)
v)
)
Piano Factory Group, Inc.,)
)
)
)
)
)
Respondent.)
_____)

Cancellation No. 92/061,215
Reg. No. 3,340,759
Mark: SCHIEDMAYER
Registration Date: 11/20/2007

**PETITIONER’S RESPONSE TO RESPONDENT’S
FIRST SET OF INTERROGATORIES**

Petitioner herewith responds to Respondent’s first set of Interrogatories as follows:

1. Has the Petitioner ever manufactured a piano forte?

Response to Interrogatory No. 1: No. Piano fortes were manufactured by Petitioner’s predecessors in interest.

2. Please describe Petitioner’s understanding of the legal basis that Ibach hand to sell Schiedmayer branded piano fortes in the United States in 1984 and thereafter.

Response to Interrogatory No. 2: It is the understanding of the Petitioner that for a brief period of time a company by the name of Schiedmayer Pianos GmbH (Rud. Ibach) had permission to manufacture and sell SCHIEDMAYER marked pianos under the direction and control of Georg Schiedmayer – as a private person. The short

lived arrangement was quickly withdrawn. At all times, all trademarks, copyrights and logos were retained by the SCHIEDMAYER trademark and never been transferred to Schiedmayer Pianos GmbH (Rud. Ibach)

3. Please explain any relationship between Schiedmayer Pianos GmbH and Petitioner.

Response to Interrogatory No. 3: No relationship between both parties.

4. Please explain why Christian Ibach signed the declaration for the application of SCHIEDMAYER logo trademark on April 2, 1984 (the "1984 Application") seeking registration for "MUSICAL INSTRUMENTS, IN PARTICULAR PIANOS, CHIMES, CELESTES, AND KEYBOARD INSTRUMENTS."

Response to Interrogatory No. 4: Christian Ibach had no right to seek registration for CELESTES (Celesta) and no right to apply for or obtain any trademark for the SCHIEDMAYER logo. The said trademark application never issued as a registration.

5. Please explain Petitioner's understanding why the date of first use of the SCHIEDMAYER mark was represented to the USPTO in the 1984 Application as "at least as early as 1960" and not 1735, 1890 or 1860 as represented to the Board in the Cancellation Petition.

Response to Interrogatory No. 5: Unknown to Petitioner.

6. Does the Petitioner plan to manufacture any version of the piano forte?

Response to Interrogatory No. 6: Objected to. Petitioner's plans for the future are irrelevant to the subject cancellation proceeding.

7. Did an agent/person otherwise affiliated with Petitioner contact Glenn Treibitz via telephone during the pendency of the application that matured into the SCHIEDMAYER registration sought to be canceled to inquire about the application?

Response to Interrogatory No. 7: No.

8. If the answer to Interrogatory No. 7 is in the affirmative, please provide the name, address, and telephone number of that agent/otherwise affiliated person.

Response to Interrogatory No. 8: No answer required.

9. Under the agreement by which George Schiedmayer sold his interests in Schiedmayer Pianos GmbH in 1981, are there any conditions under which Georg Schiedmayer could continue to sell piano fortes in the United States using any form of the SCHIEDMAYER mark (logo or otherwise)?

Response to Interrogatory No. 9: Objected to as it assumes as facts any agreement between Georg Schiedmayer and Schiedmayer Pianos GmbH. Petitioner does not have further information.

10. If the answer to Interrogatory No. 9 is in the affirmative, please describe those conditions.

Response to Interrogatory No. 10: No answer required.

11. Is a celesta the same musical instrument as a piano forte?

Response to Interrogatory No. 11: Objected to as fact, material easily obtainable elsewhere by Respondent. A celesta is not the same musical instrument as a piano forte.

12. If the answer to Interrogatory No. 11 is no, please explain the differences between a celesta and a piano forte.

Response to Interrogatory No. 12: Objected to as fact information. A celesta creates sound by a hammer striking a metal plate, whereas in a piano forte the hammer strikes a wire string.

13. Please describe the sound of a celesta.

Response to Interrogatory No. 13: Objected to. The sound of a celesta is similar to the sound of a Glockenspiel, but with a much softer timbre.

14. Please describe the sound of a piano forte.

Response to Interrogatory No. 14: objected to the sound of a piano is common knowledge.

15. Does a celesta have a confusingly similar sound to the sound of a piano forte?

Response to Interrogatory No. 15: No.

16. Please explain any visually perceptible differences in appearance between a celesta and an upright piano forte.

Response to Interrogatory No. 16: A celesta is a musical keyboard instrument which is visually imperceptible from an upright piano forte.

17. Please explain any visually perceptible differences in appearance between a celesta and a grand piano forte.

Response to Interrogatory No. 17: The celesta looks like a small piano. The visually perceptible difference between a celesta and a grand piano forte is the same in appearance as between an upright piano and a grand piano.

18. Please explain the visually perceptible differences in appearance between a celesta and a digital piano forte.

Response to Interrogatory No. 18: Objected to in that the digital piano fortes may assume numerous different styles and shapes.

19. Please explain the basis for Petitioner's belief that a consumer, in view of the differences in sound and visual appearance between a celesta and an

upright piano forte, would be likely to assume that a SCHIEDMAYER branded celesta came from the same source as a SCHIEDMAYER branded upright piano forte.

Response to Interrogatory No. 19: A celesta is virtually perceptively identical to a piano. Both are musical keyboard instruments and the only difference relates to the fact that a celesta embodies a hammer which strikes a plate and a piano embodies a hammer which strikes a wire.

20. Please explain the basis for Petitioner's belief that a consumer, in view of the differences in sound and visual appearance between a celesta and a grand piano forte, would be likely to assume that a SCHIEDMAYER branded celesta came from the same source as a SCHIEDMAYER branded grand piano forte.

Response to Interrogatory No. 20: See answer to Interrogatory No. 19 above.

21. Please explain the basis for Petitioner's belief that a consumer, in view of the differences in sound and visual appearance between a celesta and a digital piano forte, would be likely to assume that a SCHIEDMAYER branded celesta came from the same source as a SCHIEDMAYER branded digital piano forte.

Response to Interrogatory No. 21: See answers to Interrogatories No. 19 and 20.

22. Explain the circumstances that explain why Petitioner failed to file an opposition within the Opposition period for the SCHIEDMAYER mark that began on June 22, 2004.

Response to Interrogatory No. 22: During the relevant time period, Petitioner was unaware that Respondent had filed a trademark application.

23. Explain the circumstances that explain why Petitioner delayed filing its cancellation action until April 1, 2015, nearly 11 years following the beginning of the publication period.

Response to Interrogatory No. 23: Petitioner first became aware of the existence of Respondent's trademark registration when it was cited against Petitioner in Petitioner's pending trademark application.

24. Explain the basis underlying Petitioner's belief that its cancellation action is not barred by laches.

Response to Interrogatory No. 24: Laches does not apply to the subject set of facts because Petitioner only recently became aware of Registrant's trademark registration and promptly sought to cancel same thereafter.

25. Explain why Petitioner delayed filing a U.S. trademark application for the mark SCHIEDMAYER until April 17, 2015.

Response to Interrogatory No. 25: See answers to Interrogatories No. 22, 23 and 24.

26. Please explain the basis for Petitioner's belief that Petitioner and Respondent cannot currently co-exist as they have for over a decade.

Response to Interrogatory No. 26: It is Petitioner's belief that Respondent has abandoned its usage of the trademark SCHIEDMAYER with respect to pianos or any other goods. However, if Respondent were to sell pianos under the trademark SCHIEDMAYER, confusion in the marketplace would occur in view of the similarity between Respondent's goods and the celesta product offered for sale by Petitioner.

27. Please disclose all facts regarding any incidents of which Petitioner is aware where consumers contacted Petitioner as a result of thinking Respondent's piano fortes were related to Petitioner's celestas.

Response to Interrogatory No. 27: Since Respondent has abandoned use of the trademark SCHIEDMAYER, no such information is available.

28. Has the Petitioner ever manufactured a piano forte in a country other than the United States?

Response to Interrogatory No. 28: Objected to as irrelevant. Petitioner does not currently manufacture piano fortes. Since 1735 every SCHIEDMAYER keyboard instrument (Grand Piano, upright Piano, Harmounium, Celesta's) were/are manufactured only in Germany.

29. Has the Petitioner ever had any of its products it sells under its SCHIEDMAYER mark manufactured by a third party?

Response to Interrogatory No. 29: No.

30. If the answer to Interrogatory No. 9 is in the affirmative, please provide the details regarding how Petitioner marked the product manufactured by the third party with the SCHIDMAYER mark?

Response to Interrogatory No. 30: No answer necessary.

31. Does the Petitioner believe that Ibach's use of Roth & Junius, Young Chang, Concorde, Kawai, Souter, and Seiler and Steinberger to physically manufacture pianos that were sold by Ibach as SCHIEDMAYER branded pianos in the United States constituted false designations of the origin of these pianos?

Response to Interrogatory No. 31: Objected to as calling for legal conclusions.

32. If the answer to Interrogatory No. 31 is in the affirmative, please explain the basis for Petitioner's conclusion.

Response to Interrogatory No. 32: No answer required.

33. If the answer to Interrogatory No. 31 is in the affirmative, please explain why Georg Schiedmayer sold his share in Schiedmayer Piano GmbH to Christian and Rolf Ibach.

Response to Interrogatory No. 33: No answer required.

34. If the answer to Interrogatory No. 31 is in the affirmative, please explain what actions over the next 30 years Petitioner took to protect the SCHIEDMAYER mark from being subjected to false designation of origin by any part, including Ibach.

Response to Interrogatory No. 34: No answer required.

35. Please explain why Petitioner did not file for a U.S. trademark application for the SCHIEDMAYER mark for keyboard instruments of any kind following the abandonment of the mark by Ibach around 2001-2002.

Response to Interrogatory No. 35: Objected to as irrelevant.

36. Does Petitioner believe that Ibach abandoned use of the SCHIEDMAYER trademark for piano fortes sometime between 2000-2002?

Response to Interrogatory No. 36: Ibach became insolvent and ceased manufacture of pianos.

37. If the answer to Interrogatory No. 36 is negative, then please describe the basis that authorized Petitioner to file its application for the mark SCHIEDMAYER on April 17, 2015, Application Serial No. 86/600,864 (the '864 application).

Response to Interrogatory No. 37: No answer required.

38. Please identify the names, addresses, and telephone numbers of all persons in addition to Ellianne Schiedmayer that have personal knowledge of the facts surrounding the filing of the '864 application.

Response to Interrogatory No. 38: The person who has the most knowledge of the facts surrounding the filing of '864 application is Ellianne Schiedmayer.

39. On April 17, 2015, Michael J. Striker, counsel for Petitioner, made the following declaration by signing the '864 application on behalf of Petitioner:

The signatory believes that: if the applicant is filing the application under 15 U.S.C. Section 1051(a), the applicant is the owner of the trademark/service mark sought to be registered; the applicant or applicant's related company or licensee is using the mark in commerce on or in connection with the goods/services in the application, and such use by the applicant's related company or licensee inures to the benefit of the applicant; the specimen(s) shows the mark or use on or in connection with the goods/services in the application; and/or if the applicant filed an application under 15 U.S.C. Section 1051(b), Section 1126(d), and/or Section 1126(e), the applicant is entitled to use the mark in commerce; the applicant has a bona fide intention to use or use through the applicant's related company or licensee the mark in commerce on or in connection with the goods/services in the application. The signatory believes that to the best of the signatory's knowledge and belief, no other person has the right to use the mark in commerce, either in the identical form or in such near resemblance as to be likely, when used on or in connection with the goods/services of such other person, to cause confusion or mistake, or to deceive. 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 the application or any registration resulting therefrom, 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.

Please describe how Petitioner believes that Michael J. Striker will not be called as a witness in this proceeding, given that Mr. Striker's declaration on the '864 application represented to the USPTO that Petitioner's date of first use of the SCHIEDMAYER trademark for "keyboard musical instruments" was "at least as early as 00/00/1860."

Response to Interrogatory No. 39: Objected to as irrelevant. The '864 application is not involved in respect to the subject cancellation proceeding.

40. Given that it is reasonable to assume that counsel for Petitioner, Michael J. Striker, was not alive in 1860, please disclose all of the personally known facts in Michael J. Striker's possession that formed a basis for him to declare, under penalty of fine or imprisonment on April 17, 2015, that the date of first use of the SCHIEDMAYER mark in the United States was in 1860.

Response to Interrogatory No. 40: Objected to. See answer to Interrogatory No. 39.

41. Please explain why Petitioner, via the declaration of its counsel Michael J. Striker, believes its date of first use of the SCHIEDMAYER mark in the United States was in 1860 rather than 1960 as made in the application for the SCHIEDMAYER logo mark by Christian Ibach on April 2, 1984.

Response to Interrogatory No. 41: Petitioner has no idea why Christian Ibach indicated April 2, 1984 as use of the trademark SCHIEDMAYER.

42. Please provide all facts that support the Petitioner's declaration allegedly filed in the Prosecution History of record with the USPTO for the '864 application on January 7, 2016, that the mark SCHIDMAYER has become distinctive of the applied for goods and is therefore not primarily merely a surname.

Response to Interrogatory No. 42: Objected to as irrelevant. The '864 application is not involved in the subject cancellation proceeding.

43. Please explain the basis why Petitioner believes it has not abandoned the SCHIEDMAYER mark for piano fortes in the United States.

Response to Interrogatory No. 43: Petitioner does not offer for sale piano forte's in the United States. Petitioner offers for sale celesta's in the United States.

44. Please explain why Petitioner did not designate the United States in its International Application under the Madrid Protocol for the mark SCHIEDMAYER until April 2, 2015.

Response to Interrogatory No. 44: Objected to as irrelevant. A Madrid Protocol Application is not involved in the subject cancellation proceeding.

45. Please explain Petitioner's understanding as to why Schiedmayer Pianos GmbH, via its principal, Christian Ibach, filed to register the SCHIEDMAYER logo mark for "celestas" in 1984.

Response to Interrogatory No. 45: Petitioner does not know why Schiedmayer Pianos GmbH filed an application for the trademark SCHIEDMAYER for celestas in 1984. Petitioner is aware that the said trademark application never issued as a registration.

46. Please explain Petitioner's understanding as to why Schiedmayer Pianos GmbH, via its principal, Christina Ibach, filed to register the SCHIEDMAYER logo mark for "pianos" in 1984.

Response to Interrogatory No. 46: Objected to as calling for conjecture on part of the Petitioner.

47. Does Petitioner believe that the references to "pianos" and "celestas" in the application filed in 1984 by Schiedmayer Pianos GmbH are merely redundant references to the same musical instrument?

Response to Interrogatory No. 47: Applicant does not know what was meant in the 1984 trademark application and therefore objects to this interrogatory.


48. Please provide all information in Petitioner's possession as to why the application for the SCHIEDMAYER logo mark was withdrawn in 1986 during the opposition filed by Steinway and Sons.

Response to Interrogatory No. 48: Unknown to Petitioner.

I hereby declare that all statements made herein of my own knowledge are true and that all statements on information and belief are believed to be true; and further that those statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section

1001 of Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

Dated:



SCHIEDMAYER
Celesta GmbH
Schäferhauser Str. 10/2
73240 Wendlingen/Stgt.
Schiedmayer Celesta GmbH
Tel.: 0 71 24 3 0 7 9 8 4 0 Fax: 0 71 24 5 0 2 9 8 4 1

As to objections:



Michael J. Striker

**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. and
Sweet 16 Musical Properties, Inc.

Registration Date: November 20, 2007

Respondents.

DECLARATION OF RUSSELL KASSMAN

The undersigned, Russell Kassman, hereby declares as follows:

I am the founder and CEO of Lewent Enterprises LLC DBA R.Kassman Piano and have been involved in sales and service of pianos and other keyboard instruments, including celestes, since 1979. I have been involved in the sale and appraisal of many hundreds of pianos of all brands including historical brands that are no longer currently being produced. I have extensive experience in appraising pianos and I have owned numerous brands of pianos. I am often called upon by other piano owners, piano dealers, reporters and colleagues for information or advice about many aspects of all brands of pianos and regarding the piano industry in general.

I was involved in the sale of approximately four (4) SCHIEDMAYER branded pianos sold to me by Rud. Ibach & Sohn and Kawai USA during the timeframe 1981-1989. In 1991 I also was involved in the importation into the US and sale of a SCHIEDMAYER branded celeste, working on the transaction with C. Bechstein Pianofortefabrik of Berlin, Germany who assisted me only in language support.

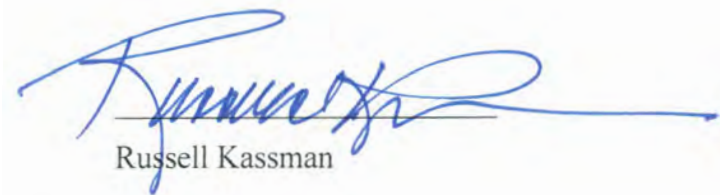
Based on my experience, I know the differences in appearance and sound between a piano forte and a celeste. In my experience, no customer of mine has indicated that they were confused thinking a celeste is a piano forte. Also, during the time I sold SCHIEDMAYER branded pianos and the SCHIEDMAYER branded celestes, I am unaware of any customer

expressing any confusion about whether an association existed between the manufacturer of SCHIEDMAYER branded pianos and the manufacturer of SCHIEDMAYER branded celestes.

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

FURTHER AFFIANT SAYETH NOT.

20 June 2018
Date


Russell Kassman

**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. and
Sweet 16 Musical Properties, Inc.

Registration Date: November 20, 2007

Respondents.

DECLARATION OF GLENN TREIBITZ

The undersigned, Glenn Treibitz, hereby declares as follows:

I have been involved with piano fortes (pianos) since 1981 as a performing artist and in working in every facet of the piano business from sales and marketing to hands on rebuilding in a piano rebuilding shop. I have been involved in the sale and rental of approximately 50,000 pianos, including nearly all major piano brands being manufactured today and many historical brands no longer under manufacture. I have extensive experience in appraising pianos and I have owned numerous brands of pianos. I am often called upon by other piano owners, piano dealers, reporters and colleagues for information or advice about many aspects of all brands of pianos and regarding the piano industry in general.

I am currently the president of Respondent Sweet 16 Musical Properties Inc. of which Hollywood Piano is a DBA. As discussed in my Affidavit of August 26, 2016 filed in this proceeding on August 27, 2016, Sweet 16 Musical Properties Inc. acquired all of the assets of Respondent Piano Factory Group Inc. on or about the 17th of August 2006 and continued use of Piano Factory Group as a DBA.

The National Association of Musical Merchants (NAMM) has selected Hollywood Piano from 10,000 worldwide members as a Top 100 Dealer in 2012, 2015, 2017, and 2018.

In appraising and assessing pianos in my piano business activities, I use various authoritative references on piano provenance. Among these is *The Pierce Piano Atlas* which is recognized in the piano industry as the world's most authoritative publication on piano manufacturers, past and present and is used to establish and confirm piano identities. Exhibit 1, taken from the 12th edition of *The Pierce Piano Atlas* states that "Rud. Ibach Sohn owns Schiedmayer Piano GmbH."

Exhibit 2, taken from the 12th edition of *The Pierce Piano Atlas* states that Georg Schiedmayer's company, Schiedmayer Pianofortefabrik, changed its name to "Schiedmayer Pianos GmbH when George Schiedmayer sold this piano line to Rud. Ibach Sohn in 1980. Some Pianos have been made under license by various manufacturers including Kemble, in England, and Kawai, in Japan. The company, now named Schiedmayer Piano Co. was taken over by Musikhaus Thomann, Erlangen, Germany, in 2006."

On 6/25/2018 I conducted a search through the archived web pages of Musikhaus Thomann. I found an archived webpage from 2010 (available at https://web.archive.org/web/20100609212028/http://www.thomann.de:80/gb/cat_GF_pianos_PG_2.html, last visited 6/25/2018).

On the same day, I also found multiple archived webpages from 2009 (available at <https://web.archive.org/web/20090312115718/http://www.thomann.de:80/gb/pianos.html>, https://web.archive.org/web/20090722025008/http://www.thomann.de:80/gb/cat_GF_pianos_PG_2.html, https://web.archive.org/web/20090722025011/http://www.thomann.de:80/gb/cat_GF_pianos_PG_3.html, each last visited 6/25/2018).

Exhibits 5-8 are screenshots from the foregoing Musikhaus Thomann's archived webpages from 2009 and 2010. They show that as recently as 2010, Musikhaus Thomann was actively offering for sale in Europe various models of SCHIEDMAYER branded pianos.

In my practice, I have also encountered *The Encyclopedia of Keyboard Instruments* series. Within this series, I have reviewed the volume *Piano: An Encyclopedia*. Exhibit 3, taken from this volume, states “Georg Schiedmayer, who was the last of his family to build pianos, changed his focus to building celestas and glockenspiels and in 1980 sold the piano name, models, drawings, tools, and forms to the Rudolf Ibach Sohn firm. Schiedmayer is now a brand name of the Ibach company.”

Exhibit 4, also taken from *Piano: An Encyclopedia* from the *Encyclopedia of Keyboard Instruments*, states “[i]n the 1980s Ibach expanded by purchasing the venerable Schiedmayer piano division (est. in 1809) and the piano firm of Roth and Junius (est. in 1889), known for its affordable instruments for home and school. Both brand names are still in production under the auspices of Rudolf Ibach Sohn.”

On 6/25/2018, I came across a statement by Elianne Schiedmayer published to her company’s webpage (included as Exhibit 9). The statement is available at https://www.celestaschiedmayer.de/wp-content/uploads/2017/09/Stellungnahme_Elianne_Schiedmayer-SCHIEDMAYER-IBACH-KAWAI-THOMANN-dt..pdf, last visited 6/25/2018. I obtained a translation of the statement (available as Exhibit 10) from a certified translator (whose declaration is included as Exhibit 11). In the statement, Ms. Schiedmayer admits that for over 30 years (between 1983 and 2014), other companies operated under the belief they had rights to the registered “Schiedmayer S” logo which included the printed name “Schiedmayer” thereon.

Further, according to the statement, Ms. Schiedmayer admits that the authors/publishers of the following texts include information about the transfer of rights of the Schiedmayer trademark similar to the information found in *The Pierce Piano Atlas* and the *Encyclopedia of Keyboard Instruments*. These texts include:

- *Atlas der Pianonummern*, Edition Bochinsky
- *The Fortepiano Writing of Streicher, Dieudonné and the Schiedmayer*, Mellen Press 2008
- *The World Piano Bible, Das Klavier Lexicon*, Jens-Uwe Witter 2017

These texts, in addition to *The Pierce Piano Atlas* and the *Encyclopedia of Keyboard Instruments*, are all considered authoritative histories on the piano and piano manufacturers. All

of these authoritative histories teach that Georg Schiedmayer transferred rights to the Schiedmayer trademark in 1980 to Rud. Ibach & Sohn.

Further, according to Exhibit 10, Ms. Schiedmayer admits that in 1990 a company titled Schiedmayer Piano GmbH was founded. This company is admitted to have had no relationship to Schiedmayer Pianofortefabrik Stuttgart and Schiedmayer & Soehne GmbH & Co. KG. These companies co-existed and operated under the same SCHIEDMAYER name until 2003.

After August of 2002, I received a phone call from a person with a voice I recognized as female with a German accent who asked me why I had registered the domain www.schiedmayer.com. I believe that person was Elianne Schiedmayer. I have owned the domain www.schiedmayer.com since August of 2002.

In approximately 2001 I had noticed that Kawai was no longer selling pianos branded as “Schiedmayer” in the United States. It was my understanding at the time that Kawai had rights to apply the SCHIEDMAYER trademark to pianos they manufactured for Ibach. Because I believed that the SCHIEDMAYER mark had thus been abandoned in the United States by all parties for pianos, including Ibach, in 2002, I filed an intent-to-use trademark for SCHIEDMAYER with the United States Patent and Trademark Office for various types of pianos. The mark was registered November 20, 2007 and I personally signed the most recent renewal on September 28, 2017.

Due to data losses resulting both from migration of my record keeping software and due to losses suffered from computer system failure, at the present time I have produced all of the records that I have that specifically identify SCHIEDMAYER branded piano sales. I know that I sold additional SCHIEDMAYER branded pianos than even the records I have because the practice at Hollywood Piano was that when a SCHIEDMAYER branded piano was needed on the showroom floor, we often selected a quality piano from those in our warehouse that was a “no name” or unbranded piano manufactured by companies like American Sejung Corporation (ASC) and placed our SCHIEDMAYER brand nameplate on it. In our sales tracking system, however, the record for the unbranded piano was not always updated once the physical branding was completed and the piano actually sold. I also placed a number of SCHIEDMAYER branded

pianos into Hollywood Piano's piano rental pool. Accordingly, these are the approximate sales and rental figures by year to the best of my information and belief:

In the year 2007, I sold approximately 3 pianos bearing the SCHIEDMAYER mark

In the year 2008, I sold approximately 6 pianos bearing the SCHIEDMAYER mark.

In the year 2009, I sold approximately 3 pianos bearing the SCHIEDMAYER mark.

In the year 2010, I sold approximately 1 pianos bearing the SCHIEDMAYER mark.

In the year 2012, I sold approximately 2 pianos bearing the SCHIEDMAYER mark.

In the year 2014, I sold approximately 1 pianos with my SCHIEDMAYER mark.

In the year 2015, I sold approximately 1 pianos bearing the SCHIEDMAYER mark.

In the year 2016, I sold approximately 2 pianos with my SCHIEDMAYER mark.

In the year 2017, I sold approximately 10 pianos bearing the SCHIEDMAYER mark and rented approximately 1 pianos bearing the SCHIEDMAYER mark.

Thus far, in the year 2018, I have sold approximately 2 pianos bearing the SCHIEDMAYER mark and have rented approximately 1 pianos bearing the SCHIEDMAYER mark.

Thus, in total, I have sold approximately 29 SCHIEDMAYER pianos since the SCHIEDMAYER mark was registered and have rented approximately 9 pianos with my SCHIEDMAYER mark since registration of the mark.

Each of the sold pianos sold for anywhere between \$1,999 & \$6,999. Each of the rented pianos rented for anywhere between \$49 and \$199 per month. Thus, in total, there has been approximately \$137K in gross revenue from SCHIEDMAYER branded pianos.

At no time during periods of time where SCHIEDMAYER branded piano sales did not take place did I intend to discontinue further use of the SCHIEDMAYER trademark. Nor have I ever discontinued use of the SCHIEDMAYER trademark for pianos with no intent to resume use

of the mark. Indeed, over the past three years I have been working diligently (including traveling to China on multiple occasions) to evaluate Chinese piano manufacturers to make pianos suitable for sale under the SCHIEDMAYER brand line.

In addition to selling and renting SCHIEDMAYER branded pianos, I have and continue to actively advertise SCHIEDMAYER branded pianos both through placing them on the sales floor at our Hollywood Piano locations, putting them in the rental pool, advertising the brand name on the internet, and via sales flyers. The primary form of advertising the SCHIEDMAYER mark has been putting pianos branded with the SCHIEDMAYER mark on the sales floor and in the rental pool of Hollywood Piano.

Advertising on the internet has included using a DNS redirect to redirect visitors to the domain www.schiedmayer.com to the website for Hollywood Piano (www.hollywoodpiano.com). This redirect has been in place since 2002 meaning that any person who tries to visit www.schiedmayer.com using a web browser is immediately and automatically redirected to Hollywood Piano's site.

Exhibit 12 is an advertisement put out by Hollywood Piano for a Memorial Day piano sale at Hollywood Piano conducted in 2018. 300,000 copies of the printed flyer were distributed to consumers throughout California. As shown in Exhibit 12, one of the focal points of the advertisement is a photo of SCHIEDMAYER branded baby grand offered for sale. Further, SCHIEDMAYER upright pianos are also pictured and advertised. As shown by Exhibit 12, these pianos are valued at respectively \$12,785 and \$5,495 with the sale price being respectively \$6,998 and \$2,498.

I am very familiar with Helga and Kyril Kasimoff as they are fellow piano dealers in the Los Angeles area and personal friends of mine. I do not recall the specific sequence of events described in Ms. Kasimoff's affidavit or recall playing the SCHIEDMAYER branded celesta allegedly present on the sales floor that day nearly 13 years ago. However, if I had, I would not have thought there was any likely confusion to occur between purchasers of SCHIEDMAYER branded celestas and my upcoming brand of SCHIEDMAYER branded pianos given the visual differences and unmistakable sound differences between the two instruments. I am aware that a celesta or celeste produces a bell-like tone and is used, for example, in playing the bell-like tones

in the “Dance of the Sugar Plum Fairy” in Tchaikovsky’s *Nutcracker*. This sound is immediately discernible from the sound a piano forte makes and they would not be confused with one another. At the time the alleged events occurred, this would have been nearly 3 years after I filed in the US to register SCHIEDMAYER for pianos.

Since adoption of the SCHIEDMAYER mark for pianos, I have never been approached or contacted by any individual who informed me that he or she believed there was an association or relationship between the celestas sold by Schiedmayer Celesta (the Petitioner) and my SCHIEDMAYER branded pianos.

Up to this point in this proceeding, I have been billed by my counsel and paid \$24,184.50 to defend this action against the attack against my registration for pianos by the Petitioner who, to my knowledge, has no US trademark registration of any kind and admits that it never has and has no intention of making pianos.

In the course of my business, I had my counsel file a trademark application for the mark VOSE & SONS as it had been abandoned by prior users of the mark (U.S. Application Ser. No. 78/157,550). The application was rejected as being primarily a surname despite the prior registrations granted by the USPTO for the mark and an *ex parte* appeal was taken but was unsuccessful. Following my intent-to-use application for the mark, another party, Wrightwood Enterprises, Inc. filed an application on the Supplemental Register for VOSE & SONS. Since I was unsuccessful on our appeal to the Board and had only an intent-to-use application, I lost that mark to Wrightwood Enterprises, Inc. It is my belief that Wrightwood Enterprises, Inc. had knowledge of my application and its status and strategically made their filing to ensure they were able to prevent my adoption of the mark after the *ex parte* appeal failed (i.e., “stole” the trademark from me). This is because I am unaware of any association between Wrightwood Enterprises, Inc. and any of the former users of the VOSE & SONS trademark.

In approximately 2007, Hollywood Piano was using an inventory management system produced and maintained by a company that went out of business. As a result, a large amount of data was not able to be migrated to our current FileMaker Pro system including documentation relating to pianos sold and rented under the SCHIEDMAYER mark. Also, computer system failures (hard drive failures) in approximately 2010 resulted in additional loss of data likely

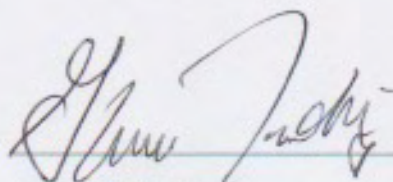
including documents related to pianos sold and rented under the SCHIEDMAYER mark. These data losses occurred during the operation of the business and are an unfortunate consequence of the long period of time that has passed since I obtained the registration of the SCHIEDMAYER trademark.

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

FURTHER AFFIANT SAYETH NOT.

6/25/2018

Date



Glenn Treibitz

President

Sweet 16 Musical Properties, Inc.

Exhibit 2

PIERCE PIANO ATLAS

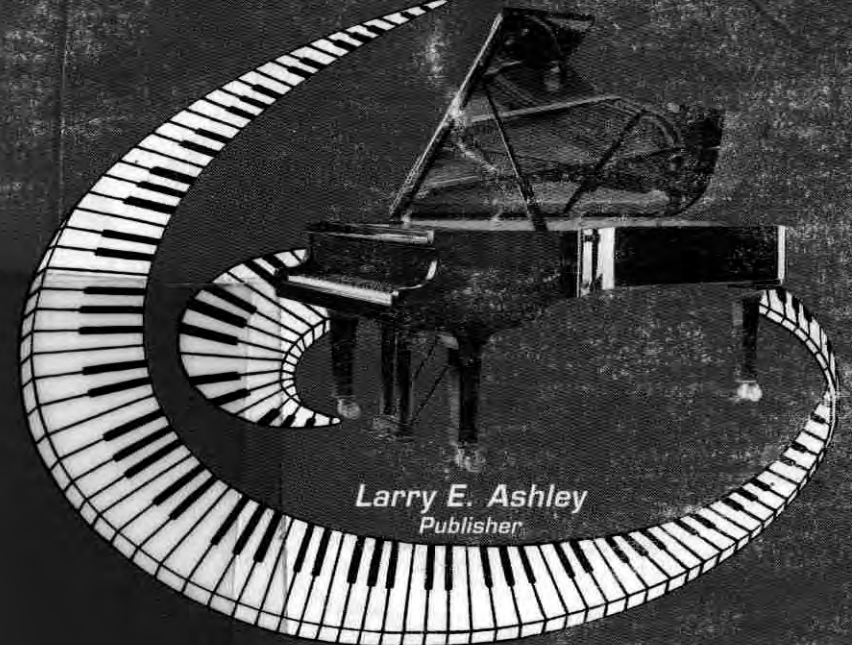
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Our 61st Year



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Publisher

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PIERCE PIANO ATLAS

TWELFTH EDITION

**"THIS BOOK IS WORTH ITS WEIGHT IN GOLD AND
IS RECOGNIZED AS AN INTERNATIONAL RESOURCE"**

Often referred to as the "Bible of the Piano Business," this twelfth edition has been authoritatively expanded and updated to include over 12,000 names of pianos, providing ready reference to serial numbers, dates of manufacture, factory locations, history and other pertinent information.

For years Bob Pierce traveled around the world (several times to the Asia) seeking additional facts now published in the atlas. He recognized that information not sought out and published could be lost forever. His son, Larry Ashley, has continued this pursuit of information. Thousands of letters, phone calls, and e-mails of have captured information from the world wide piano industry and interested individuals over the past six decades.

Surprisingly, many major piano manufacturers no longer have production records on pianos of their own manufacture that they have ceased to produce. Factories here and abroad have gone out of business or principals have died with information seemingly lost forever. Earthquakes, fires, floods, tornadoes and wars have destroyed irreplaceable records.

Larry Ashley continues in his father's tradition and would appreciate any additional facts you could contribute. As most readers know, this has always been more a labor of love than a business, even as far back as the First Edition in 1947, when Bob collaborated with N. E. Michel. We look forward to publishing the next edition in 5 or 6 years.

All the facts contained in this twelfth edition are as accurate as continuous research and correspondence throughout the piano industry can provide. Accordingly, the publisher disclaims responsibility for any errors or omission that may exist.

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**"EVERY MAN OWES A PART OF HIS TIME
TO THE UPBUILDING OF HIS PROFESSION."**

2

W. ROBERT PIERCE



Bob Pierce
Internationally Known As
"Mr. Piano"

THEODORE ROOSEVELT

*To The Memory
Of the Men Who Have Made the
Rich History of the Piano Trade,
Especially My Old Friend
Henry Z. Steinway
1915 - 2008*

*This 12th Edition is Respectfully
Dedicated*

3

Appx0776

SCHEEL, CARL, Kassel, Germany, 1837 to 1846.
 SCHEER, E. N., Phila., Pa. 1830 see Scherr.
 SCHEEZE, or SCHELZE, Italy.
 SCHEIDMAYER, JOHANN LORENZ, organs.
 SCHEIPER & NEWMAN, Leignitz, Germany 1897.
 SCHELL, LOTHAR, Germany
 SCHEMELLE, R & CO., Zeitz, Germany 1900.
 SCHENCKE PIANO CO., Est. 1901, at 507 West 35th Street, New York, by John D. Ohlssen, Jr. and John D. Ohlssen, Sr. By 1920 the factory was located at 245-249 East 137th St. and in 1926 at 432-440 Austin Place, New York.

1904-10000	1909-15000	1914 20000	1919-24500	1924-29900
1905-11000	1910-16000	1915-21000	1920-25000	1925-31000
1906-12000	1911-17000	1916-22200	1921-26700	1926-32000
1907-13000	1912-18000	1917-22800	1922-27800	
1908-14000	1913-19000	1918-23400	1923-28800	

SCHENLEY ★
 SCHERER, E. M., Phila. PA. See Scherr
 SCHERMER ★
 SCHERMERHORN CO., Made by Raymond.
 SCHERPE, See Scherpe & Sons, B.
 SCHERPE & SONS, B., Est. 1891, at 2102-4 Clybourn Ave., Chicago, Ill., by B. Scherpe & Sons. Made pianos and player pianos until the name was discontinued in 1925.

1920-59000	1922-62600	1924-64900	1925-65300
1921-61000	1923-64100		

SCHERR, E. M., Phila., PA. 1830, see Scherer.
 1825-3 1830-95 1835-260 1840-410

SCHEUER ORGANS
 SCHEUTZ & LUDOLFF, 85 Varick St., New York 1852.
 SCHIEDMAYER, BALTHASAR, Est. 1735, at Germany. Built his first grand at Erlangen in 1735, moved to Stuttgart 1809. succeeded by his son Johann David
 SCHIEDMAYER CELESTA GmbH, Est. 1995, as Schiedmayer Celestebau, by Elianne Schiedmayer, CEO of Schiedmayer & Soehne GmbH & Co. KG. In 2003 the company name was changed to Schiedmayer Celesta GmbH.



*Sohmer & Co., Made By Hugo Sohmer In 1884
 First 5' Grand Piano Made In America (Or Any Country)*

SCHIEDMAYER PIANO MFG. CO., J. & P., Est. 1853 by Julius and Paul Schiedmayer at Neckarstr. 21, Stuttgart, Germany. Later the name was changed to Schiedmayer Pianofortefabrik. In 1969 the company was taken over by George Schiedmayer. The company was named Schiedmayer Pianos GmbH when George Schiedmayer sold this piano line to Rud. Ibach Sohn in 1980. Some pianos have been made under license by various manufacturers including Kemble, in England, and Kawai, in Japan. The company, now named Schiedmayer Piano Co. was taken over by Musikhaus Thomann, Erlangen, Germany, in 2006.

1880-14300	1915-49500	1930-60200	1937-62641	1958-66405
1885-18100	1920-51800	1931-60800	1938-62863	1960-67005
1890-22400	1925-55600	1932-61200	1939-63108	1962-67205
1895-26400	1926-56700	1933-61600	1940-64000	1966-68905
1900-31000	1927-57600	1934-62000	1950-64200	1969-69623
1906-36700	1928-58700	1935-62101	1952-64800	
1910-43000	1929-59600	1936-62335	1955-65555	

SCHIEDMAYER & SOEHNE GmbH & Co. KG, Est. 1809, as Diedonné & Schiedmayer in Stuttgart, Charlottenstr. 4 / Neckarstr. 14-16, by Johann Lorenz Schiedmayer, son of Johann David Schiedmayer. In 1825 the name changed to Schiedmayer Stuttgart. In 1845 Johann admitted his two sons, Adoolf and Hermann, into partnership and the name changed to Schiedmayer & Soehne, still at Neckarstr. 14-16. Adolf died in 1890 and Hermann in 1891, they were succeeded by Adolf, Jr. Later the name became Schiedmayer & Soehne GmbH & Co. KG, with Elianne Schiedmayer as CEO. Elianne Schiedmayer created another firm in 1995 named Schiedmayer Celestebau. See Schiedmayer Celesta GmbH for additional information. Since early 1984 Schiedmayer & Soehne pianos were being made under license by Kemble, in England.

1858-5255	1881-11408	1904-23199	1927-42267	1961-54132
1859-5313	1882-11816	1905-24139	1928-43372	1962-54208
1860-5564	1883-12285	1906-25065	1929-44237	1963-54294
1861-5836	1884-12776	1907-25865	1930-45037	1964-54359
1862-6100	1885-13205	1908-26798	1931-45326	1965-54432
1863-6362	1886-13652	1909-27745	1932-45528	1966-54512
1864-6611	1887-14003	1910-28611	1933-45712	1967-54600
1865-6879	1888-14382	1911-29595	1934-45806	1968-54701
1866-7103	1889-14757	1912-30665	1935-46017	1969-54798
1867-7309	1890-15157	1913-31816	**	1970-124593
1868-7527	1891-15518	1914-32936	1938-47200	1971-124867
1869-7770	1892-15864	1915-33486	**	1972-125164
1870-8044	1893-16235	1916-33706	1950-53018	1973-125458
1871-8304	1894-16624	1917-34161	1951-53038	1974-125738
1872-8591	1895-17024	1918-34479	1952-53105	1975-125948
1873-8903	1896-17466	1919-34737	1953-53183	1976 126124
1874-9227	1897-17942	1920-35321	1954-53243	1977-126284
1875-9555	1898-18561	1921-35932	1955-53339	1978-126426
1876-9860	1899-19261	1922-36785	1956-53681	1979-126543
1877-10138	1900-20011	1923-37625	1957-53768	1980-126641
1878-10455	1901-20778	1924-38783	1958-53848	** = Documents
1879-10763	1902-21563	1925-40130	1959-53935	Lost During War
1880-11068	1903-22356	1926-41572	1960-54038	Years

SCHIELHOFF ★
 SCHIEMANN & MADSEN, Berlin, Germany 1870.
 SCHIENMAYER, B. or SCHEINMAYER
 SCHEINMAYER & SON
 SCHILL PORTABLE PIANO, Los Angeles, Calif.
 SCHILLER, F., Berlin, Germany.

Pianos - U.K. Internationa X


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12 captures
22 Jul 2009 - 23 Mar 2015



principles, the B1 redefines the word value. The B1 offers the joy of Yamaha ownership at a price that will astonish and delight. 88 keys, 3 pedals. Dimensions: 109 x 148 x 54cm. Weight: 174kg. Finish: Polished White

info >

EUR
GBP




WILH. STEINBERG IQ 28 SCHWARZ POLIERT

WILH. STEINBERG piano IQ 28, Renner action, Renner hammers, 3 pedals, made in Germany, colour: black polished, height: 129 cm, width: 145,5 cm, depth: 64,8 cm, weight: 250 kg, 5 years warranty

info >

EUR
GBP



SCHIEDMAYER CLASSIC 118 E/P MIDI

SCHIEDMAYER CLASSIC 118 black polished with Silence-System, classical acoustic piano, equipped with high quality attributes like: german Abel-Hammers, german Renner-action, solid spruce soundboard, Oktaven: 7 1/4, Height: 118 cm, Width: 148 cm, Depth: 60cm, weight: 260 kg of, 5 years THOMANN...

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 **BALDWIN BH-120 HPE**
BALDWIN BH-120 HPE piano, including piano bench, Dimensions: 120 x 151 x 64cm (HxWxD). Weight: 237 kg. Includes 5 year Thomann warranty. Colour: Black (polished finish).
info > EUR GBP  

 **SCHIEDMAYER CLASSIC 118 E/P**
Schiedmayer Classic 118 E/P, 7 1/4 octave classical acoustic piano with German abel hammers, renner action and solid spruce soundboard. Dimensions: 118 x 148 x 60cm (HxWxD). Weight: 260kg. Includes 5 year Thomann warranty. Colour: Black (polished finish).
info > EUR GBP  

 **YAMAHA RADIUS "SILVER EDITION"**
Yamaha Radius, black polish. "silver edition" Designed at the Yamaha Design Studio in London Unique contemporary casework design crafted by hand. Premium-grade Bavarian Spruce soundboard for a strong, consistent tone. Five back posts ensure optimum sound projection. V process frame for..
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Pianos - U.K. Internatione x Pianos - U.K. Internatione x

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IRMLER P 116 E PROFESSIONAL upright-piano, cherry satin, the star among the Irmpler instruments with their excellent value for money. A warm sound, a balanced touch, and prime quality materials make for a perfect play, height: 116 cm, width: 148 cm, depth: 56 cm

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SCHIEDMAYER CLASSIC 118 E/P
Schiedmayer Classic 118 E/P, 7 1/4 octave classical acoustic piano with German abel hammers, renner action and solid spruce soundboard. Dimensions: 118 x 148 x 60cm (HxWxD). Weight: 260kg. Includes 5 year Thomann warranty. Colour: Black (polished finish).

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Pianos - U.K. Internationa X Pianos - U.K. Internationa X

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SEILER 122 KONSOLE BUCHE SATINIERT
SEILER 122 Console Piano, beech satin

info > EUR GBP

SCHIEDMAYER CLASSIC 118 E/P MIDI
SCHIEDMAYER CLASSIC 118 black polished with Silence-System, classical acoustic piano, equipped with high quality attributes like: : german Abel-Hammers, german Renner-action, solid spruce soundboard, Oktaven: 7 1/4, Height: 118 cm, Width: 148 cm, Depth: 60cm, weight: 260 kg of, 5 years THOMANN...

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Margaret W.

ML102.P5E53 2003

786.2'03—dc21

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I

IBACH

The firm of Ibach has long been recognized as one of the most distinguished of German piano manufacturers. It was founded more than two hundred years ago when (Johannes) Adolph Ibach (1766–1848) opened his workshop in Beyenburg (now Barmen), near Düsseldorf, in 1794. Upon taking his elder son Carl Rudolph (1804–1863) as partner in 1834, Adolph revised the name of the firm to Adolph Ibach und Sohn. Carl Rudolph's brothers Richard (1813–1889) and Gustav Adolph also joined the company. After Adolph's death the firm continued under the name of Adolph Ibach Söhne, Orgelbauanstalt und Pianofortefabrik. After Carl Rudolph's death his widow became a partner in the business, with Richard and his nephew, (Peter Adolph) Rudolph (1843–1892), splitting the organ and piano operations. Richard then assumed command of the organ division, while Rudolph, his brothers Gustav Adolph and Walter, together with their mother, directed the piano operations. After Rudolph Ibach's death in 1892, his widow Hulda Reyscher Ibach (1845–1921) successfully managed the company for more than twelve years, until her sons came of age. The Ibach descendants (as Rud. Ibach Sohn) broadened the business, bringing it into prominence as a factory of international repute. During World War II the Ibach factories at Barmen and Düsseldorf were severely damaged in bombing raids, and the headquarters were consequently moved after 1945. Formerly headed by Adolf Ibach (1911–1999), Rudolf Ibach Sohn is located in Schwelm, where the firm specializes in GRAND and UPRIGHT models.

As of 2002 the directors were Rolf (b. 1940) and Christian Ibach. In the 1980s Ibach expanded by purchasing the venerable SCHIEDMAYER piano division (est. in 1809) and the piano firm of Roth and Junius (est. in 1889), known for its affordable instruments for home and school. Both brand names are still in production under the auspices of Rudolf Ibach Sohn. Daewoo of Korea now owns about one-third of the Ibach company.

MARTHA NOVAK CLINKSCALE

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ITALY—PIANO INDUSTRY

The piano industry in Italy achieved only a level of semi-craftsmanship until the unification of the various

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Margaret W.

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2003002696

of Walter. In a letter to his beloved Madame Genzinger dated 4 July 1790, he wrote:

It is quite true that my friend, Herr Walter, is very celebrated . . . I know Herr von Nikl's fortepiano [made by Anton Walter]: It's excellent, but too heavy for your Grace's hand, and one can't play everything on it with the necessary delicacies. Therefore I should like Your Grace to try one of Herr Schantz, his fortepianos are particularly light in touch and the mechanism very agreeable.

EVA BADURA-SKODA

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SCHIEDMAYER

The Schiedmayer family were distinguished builders of clavichords, harpsichords, and pianos in eighteenth-century Bavaria. Three sons of Balthasar Schiedmayer (1711–1781), a clavichord maker in Erlangen, continued as both clavichord and piano makers. Johann David Schiedmayer (1753–1805) was the most energetic and ultimately the most successful of the progeny and became instrument maker to the court at Ansbach before moving his workshop to Nuremberg in 1797.

The modern branch of the firm was founded in 1809 in Stuttgart as Dieudonné & Schiedmayer by Johann David's son (Johann) Lorenz Schiedmayer (1786–1860), and Carl Dieudonné (ca. 1780?–1825), who met as fellow workmen in Nannette STREICHER's Vienna workshop. Their eclectic output of GRANDS, SQUARES, and PYRAMIDS was of the highest quality, and the variety of style unusual for the early years of the nineteenth century.

At Dieudonné's death Schiedmayer changed the name of the factory to reflect his own dominance and that of his family. In 1845 he took as his partners his sons Adolf (1819–1890) and Hermann (1820–1861) and renamed the company Schiedmayer & Söhne.

Eight years later the younger sons of Lorenz, Julius (1822–1878) and Paul (1829–1890), opened J. & P. Schiedmayer, a harmonium factory. This factory produced a wide range of high-quality reed organs, among these being both harmoniums (suction instruments) and, later, the genus American organ (pressure instruments). In addition to quality PLAYER PIANOS, Schiedmayer also produced an exceptional music-roll-playing reed organ, the Scheola, which, through a connection with the Paris business of Mustel, possessed some of the finest-toned reeds in the otherwise American-dominated world of player reed instruments.

At the death of Lorenz Schiedmayer in 1860, J. & P. Schiedmayer changed their business to that of piano building, renaming their firm the "Schiedmayer Piano-fortefabrik vorm. J. und P. Schiedmayer," which ultimately became a vital and predominant force in the German piano industry. In 1969 the two branches merged to create a giant manufacturer of grands and smaller pianos for the home. A Würzburg branch, Müller-Schiedmayer, was founded in 1874 by Erwin Müller (b. 1848), a son of Lorenz Schiedmayer's daughter, Maria Louisa; it continued until 1943.

The Schiedmayer factory on Neckarstrasse in Stuttgart was severely bombed during World War II and was finally demolished in 1981. Several of the earliest pianos in the important family collection were also destroyed during the war. Nevertheless, interesting examples of early Schiedmayer pianos do survive, for the most part in the collections of the German National Museum in Nuremberg, the Deutsches Museum in Munich, and the University of Erlangen. Georg Schiedmayer, who was the last of his family to build pianos, changed his focus to building celestes and glockenspiels and in 1980 sold the piano name, models, drawings, tools, and forms to the Rudolf IBACH Sohn firm. Schiedmayer is now a brand name of the Ibach company.

MARTHA NOVAK CLINKSCALE

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SCHIEDMAYER – IBACH – KAWAI – THOMANN

Stellungnahme von Elianne Schiedmayer
Geschäftsführende Gesellschafterin / Eigentümerin von

Schiedmayer & Soehne GmbH & Co. KG
Schiedmayer Pianofortefabrik Stuttgart
Schiedmayer Celesta GmbH
(alle diese Firmen sind in Stuttgart eingetragen)

Die Familie Schiedmayer ist seit fast 300 Jahren in der Herstellung von Tasteninstrumenten tätig. Schiedmayer wurde im Jahre 1735 in Erlangen von Balthasar Schiedmayer gegründet und ist seit 1809 in Stuttgart ansässig.

Hiermit erkläre ich, dass mein Ehemann, Georg Schiedmayer (1931-1992) das Familienunternehmen SCHIEDMAYER niemals an die Firma Rud. Ibach & Sohn verkauft hat.

Ich möchte klarstellen, dass Rud. Ibach & Sohn weder die Schiedmayer & Soehne GmbH & Co. KG noch die Schiedmayer Pianofortefabrik Stuttgart übernommen hat. Die Stammfirma Schiedmayer war stets im Familienbesitz. Ich erbe die Pianofortefabrik Schiedmayer Stuttgart und die Schiedmayer & Soehne GmbH & Co. KG 1992 von meinem Mann, Georg Schiedmayer. Aufgrund der geschäftlichen Inaktivität der Schiedmayer Pianofortefabrik Stuttgart empfahlen mir im Jahre 2008 das Amtsgericht Stuttgart, als auch meine Rechtsberater diese Firma im Handelsregister zu löschen. Die Schiedmayer & Soehne GmbH & Co. KG existiert weiterhin.

Rud. Ibach & Sohn, Schwelm

Am 20.06.1980 begann ein Gemeinschaftsprojekt zwischen Georg Schiedmayer (privat) und Rud. Ibach & Sohn hinsichtlich der Herstellung von Schiedmayer Instrumenten bei Ibach in Schwelm. Keine der Schiedmayer-Firmen war in diesem Projekt mit eingebunden. Von Anfang an gab es Unstimmigkeiten, sodass Georg Schiedmayer nach kurzer Zeit seine Zusammenarbeit mit Ibach an diesem Projekt beendete. 1990 entstand die Schiedmayer Piano GmbH.

Die Schiedmayer Pianofortefabrik Stuttgart und die Schiedmayer & Soehne GmbH & Co. KG standen nie in Geschäftsbeziehung zu der Schiedmayer Pianos GmbH, Schwelm.

Es wurde niemals ein Eigentumsrecht an Rud. Ibach & Sohn oder Rud. Ibach GmbH übertragen. Rud. Ibach & Sohn haben zu keiner Zeit die Rechte bzw. die Lizenz zur Produktion von Instrumenten unter dem Namen Schiedmayer, oder die Autorisierung von Georg Schiedmayer zur Handels-Registereintragung der Schiedmayer-Marke (Logo) in den USA, oder anderswo, erhalten.

Die Firma Schiedmayer Pianos GmbH hat im Jahre 2003 Konkurs angemeldet. Der Name Schiedmayer Pianos GmbH wurde im selben Jahr in Pianocenter Wuppertal GmbH geändert. Diese Firma meldete im Jahre 2006 Insolvenz an.

KAWAI

In den 1990er Jahren startete Ibach eine Kooperation mit KAWAI, begann Klaviere unter dem Label Schiedmayer Pianofortefabrik GmbH anzubieten und nutzte ein falsches 'Schiedmayer S' Logo (siehe unten). Gemäß Statement des Amtsgerichts Stuttgart hat die Firma Schiedmayer Pianofortefabrik GmbH, 7000 Stuttgart, Schillerplatz 4, niemals existiert bzw. wurde nie eingetragen.

Musikhaus Thomann e.K.

Thomann hat nie die Schiedmayer-Marke oder die Schiedmayer Pianos GmbH übernommen, jedoch 2006 die restliche Ware aus der Konkursmasse des Pianocenter Wuppertal GmbH, welche das falsche 'Schiedmayer S' Logo (siehe unten) nutzte.

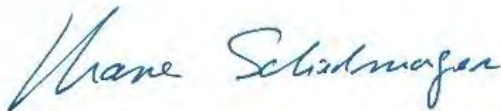
Konsequenterweise wurde im Jahre 2014 das Musikhaus Thomann e. K. dazu verurteilt (Anerkenntnisurteil) die falsche Marke 'Schiedmayer S' zu löschen. Die Löschung aus dem Register durch das Deutsche Patent- und Markenamt erfolgte am 20. August 2014. Diese 'Schiedmayer S' Marke(deutsche Wort/Bildmarke) No. 1042684 war fälschlicherweise im Jahre 1980 durch die Firma Pianocenter Wuppertal GmbH angemeldet und am 3. Januar 1983 registriert worden.

Diese Stellungnahme richtet sich an alle zuständigen Personen und insbesondere an alle Autoren/Herausgeber in deren Publikationen falsche / nicht geprüfte Informationen über uns im Internet oder in Artikeln/Büchern zu finden sind.

Hiermit fordere ich die Autoren / Herausgeber auf, die erforderlichen Korrekturen sofort online und in den nächsten Ausgaben / Publikationen vorzunehmen.

Einige von diesen Artikeln/Büchern mit falschem Inhalt über Schiedmayer – Ibach – Kawai - Thomann:

- *Atlas der Pianonummern*, Edition Bochinsky
- *Pierce Piano Atlas Editions*, Larry E. Ashley
- *Encyclopedia of Keyboard Instruments*, Robert Palmieri 2003
- *The Fortepiano Writing of Streicher, Dieudonné and the Schiedmayer*, Mellen Press 2008
- *The World Piano Bible, Das Klavier Lexikon*, Jens-Uwe Witter 2017



Elianne Schiedmayer

Wendlingen/Stuttgart, 23. November 2017



Das richtige 'Schiedmayer S' Logo



Das falsche 'Schiedmayer S' Logo



73240 Wendlingen am Neckar (Stuttgart)
Schäferhauser Str. 10/2
Tel. ++49 – (0)7024 – 5 01 98 40
mail@schiedmayer-germany.com
mail@schiedmayer-stiftung.de



SCHIEDMAYER - IBACH - KAWAI - THOMANN

Statement by Elianne Schiedmayer
Managing Partner / Owner of
Schiedmayer & Soehne GmbH & Co. KG
Schiedmayer Pianofortefabrik Stuttgart
Schiedmayer Celesta GmbH
(all these companies are registered in Stuttgart)

The Schiedmayer family has been producing keyboard instruments for almost 300 years. Schiedmayer was founded in 1735 in Erlangen by Balthasar Schiedmayer and has been based in Stuttgart since 1809.

I hereby declare that my husband, Georg Schiedmayer (1931-1992) never sold the family business SCHIEDMAYER to the company Rud. Ibach & Sohn.

I want to clarify that Rud. Ibach & Sohn took over neither the Schiedmayer & Soehne GmbH & Co. KG nor the Schiedmayer Pianofortefabrik Stuttgart. The parent company Schiedmayer was always family-owned. I inherited the Pianofortefabrik Schiedmayer Stuttgart and the Schiedmayer & Soehne GmbH & Co. KG in 1992 from my husband, Georg Schiedmayer. Due to the business inactivity of the Schiedmayer Pianofortefabrik Stuttgart, the Stuttgart district court as well my legal advisors recommended to me in 2008 that I remove this company from the commercial register. Schiedmayer & Soehne GmbH & Co. KG still exists.

Rud. Ibach & Son, Schwelm

On 06/20/1980 a joint venture between Georg Schiedmayer (private) and Rud. Ibach & Sohn began regarding the production of Schiedmayer instruments at Ibach in Schwelm. None of the Schiedmayer companies were involved in this project. From the beginning there were disagreements, so much so that Georg Schiedmayer ended his collaboration with Ibach on this project after a short time. In 1990, Schiedmayer Piano GmbH was founded.

Schiedmayer Pianofortefabrik Stuttgart and Schiedmayer & Soehne GmbH & Co. KG were never in a business relationship with Schiedmayer Pianos GmbH, Schwelm.

No title was ever conveyed to Rud. Ibach & Son or Rud. Ibach GmbH. Rud. Ibach & Sohn have at no time obtained the rights or a license to produce instruments under the name Schiedmayer, or the authorization of Georg Schiedmayer for the commercial registration of the Schiedmayer trademark (logo) in the US, or elsewhere.

The company Schiedmayer Pianos GmbH filed for bankruptcy in 2003. The name Schiedmayer Pianos GmbH was changed in the same year to Pianocenter Wuppertal GmbH. This company filed for bankruptcy in 2006.

Kawai

In the 1990s, Ibach started a cooperation with KAWAI and began advertising pianos under the label Schiedmayer Pianofortefabrik GmbH and used a false 'Schiedmayer S' logo (see below). According to a statement from the Stuttgart district court, the company Schiedmayer Pianofortefabrik GmbH, 7000 Stuttgart, Schillerplatz 4, never existed or was never registered.

Musikhaus Thomann e.K.

Thomann has never taken over the Schiedmayer trademarks or the Schiedmayer Pianos GmbH; however, in 2006 it utilized the remaining goods from the bankruptcy estate of the Pianocenter Wuppertal GmbH, including the false 'Schiedmayer S' Logo (see below).

Consequently, the Musikhaus Thomann e.K. was ordered (consent decree) to remove the fake trademark 'Schiedmayer S'. The removal from the Register by the German Patent and Trade Mark Office took place on August 20, 2014. This 'Schiedmayer S' Mark (German word/picture mark) no. 1042684 was erroneously registered in 1980 by the company Pianocenter Wuppertal GmbH and registered on January 3, 1983.

This statement is addressed to all responsible persons, particularly to all authors / publishers in whose publications false / unverified information about us on the Internet or in articles / books can be found.

I hereby urge the authors / publishers to make the necessary corrections immediately online and in the next issues / publications.

Some of these articles / books with incorrect content about Schiedmayer - Ibach - Kawai - Thomann:

- *Atlas der Pianonummern*, Edition Bochinsky
- *Pierce Piano Atlas Editions*, Larry E. Ashley
- *Encyclopedia of Keyboard Instruments*, Robert Palmieri 2003
- *The Fortepiano Writing of Streicher, Dieudonné and the Schiedmayer*, Mellen Press 2008
- *The World Piano Bible, Das Klavier Lexicon*, Jens-Uwe Witter 2017

Elianne Schiedmayer

Wendlingen / Stuttgart, November 23, 2017



The real 'Schiedmayer S' logo



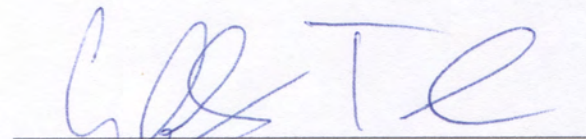
The fake 'Schiedmayer S' logo

73240 Wendlingen am Neckar (Stuttgart)
Schäferhauser Str. 10/2
Tel. ++ 49 - (0) 7024 - 5 01 98 40
mail@schiedmayer-germany.com
mail@schiedmayer-stiftung.de

DECLARATION

The undersigned, Geoffrey Townsend, having an address of 8036 E Boojum St., Tucson, AZ 85730, hereby states that he is well acquainted with both the English and German languages and that the attached is a true translation to the best of his knowledge and ability of "Stellungnahme von Elianne Schiedmayer."

The undersigned further declares that the above statement is true; and further, that this statement was made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or document or any patent resulting therefrom.



Geoffrey Townsend

UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL & APPEAL BOARD

Schiedmayer Celesta GmbH,)
)
 Petitioner,)
)
 v)
)
 Piano Factory Group, Inc. and)
 Sweet 16 Musical Properties, Inc.)
)
 Respondents.)
 _____)

Cancellation No. 92/061,215
Reg. No.: 3,340,759
Mark: SCHIEDMAYER

**NOTICE OF FILING OF TRANSCRIPT OF CROSS-EXAMINATION
OF GLENN TREIBITZ**

Please take notice that the fully executed cross-examination transcript of
Glenn Treibitz has today been filed.

Respectfully submitted,

/Michael J. Striker/

Michael J. Striker
Attorney for Petitioner
Reg. No.: 27233
Collard & Roe, PC
1077 Northern Blvd.
Roslyn, New York 11576
Striker@collardroe.com

CERTIFICATE OF SERVICE

It is hereby certified that a true and complete copy of the attached document was served upon counsel for the Respondents at his email address of record:

adam@iptech.law

This 6 day of September, 2018.

/Michael J. Striker/

Michael J. Striker

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UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL & APPEAL BOARD

Schiedmayer Celesta GmbH;)
)
Petitioner,)
)
vs.)
)
PIANO FACTORY GROUP, INC., and)
Sweet 16 Musical Properties,)
)
Respondent.)
_____)

DEPOSITION OF GLENN TREIBITZ
TUESDAY, JULY 24, 2018

REPORTED BY: Karen S. Ostrom
CSR No. 10341, RPR

Job No: 145198

1 Deposition of GLENN TREIBITZ, taken on behalf of
2 Petitioner, commencing at 12:51 p.m., on Tuesday,
3 July 24, 2018, at 323 South Front Street, Burbank,
4 California, 91502, before Karen S. Ostrom, CSR No. 10341,
5 RPR, pursuant to Notice.

6
7
8 APPEARANCES:
9

10 FOR PETITIONER:

11 COLLARD & ROE

12 BY: MICHAEL STRIKER, ESQUIRE

13 1077 Northern Boulevard

14 Roslyn, New York 11576

15 FOR RESPONDENT:

16 INTELLECTUAL PROPERTY TECHNOLOGY LAW
17 GROUP

18 BY: ADAM STEPHENSON, ESQUIRE

19 8350 East Raintree Drive

20 Scottsdale, Arizona 85260
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I N D E X

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WITNESS	EXAMINATION BY	PAGE
GLENN TREIBITZ		
	MR. STRIKER	4, 50
	MR. STEPHENSON	43

EXHIBITS

-None-

QUESTIONS INSTRUCTED NOT TO ANSWER

-None-

1 BURBANK, CALIFORNIA; TUESDAY, JULY 24, 2018

2 12:51 P.M.

3 -000-

4
5 GLENN TREIBITZ,

6 called as a witness, having been duly
7 administered the oath, was examined and
8 testified as follows:

9
10 EXAMINATION

11 BY MR. STRIKER:

12 Q. State your full name for the record, please.

13 A. Glenn Treibitz.

14 Q. You are the president of Sweet 16 Musical
15 Properties, Inc.; is that correct?

16 A. Yes.

17 Q. And would it be correct to say that Sweet 16
18 Musical Properties, Inc., which is one of the defendants
19 in this proceeding, does business at Hollywood Piano --
20 as Hollywood Piano?

21 A. Yes.

22 Q. It's correct that this deposition is being taken
23 in your facility, Hollywood Piano, in Burbank,
24 California; is that correct?

25 A. Yes.

1 Q. Do you participate in the offering for sale of
2 pianos at Hollywood Piano?

3 A. Yes.

4 Q. What are your overall responsibilities as
5 president of Hollywood Piano?

6 A. Running the company.

7 Q. So you are familiar then, when a piano is sold,
8 as to the transactions which are involved?

9 A. No. I don't get into the day-to-day minutia.

10 Q. You don't know --

11 A. No.

12 Q. -- how a piano is sold?

13 A. I mean, on specific pianos. I know in general.

14 Q. In general, let's discuss in general, if
15 somebody comes in to Hollywood Piano, decides they want
16 to buy a piano, this happens quite frequently; correct?

17 A. Uh-huh.

18 Q. Yes?

19 A. Yes.

20 Q. You have to answer yes so the court reporter can
21 understand that.

22 A. Right.

23 Q. Is this will happen with you, they may come to
24 you on the floor and say we want to buy a piano; correct?

25 A. Yes.

1 Q. Let's say they want to put some money down on
2 the piano and then pay the rest later, this happens from
3 time to time; correct?

4 A. Yes.

5 Q. Or they may want to pay everything at once;
6 correct?

7 A. Yes.

8 Q. So what do you do then? The down payment is
9 made. How does that work? Do you issue a receipt for it
10 or what?

11 A. It's on the contract.

12 Q. There is a contract you prepare?

13 A. Yes.

14 Q. And is that signed by you or somebody on behalf
15 of Hollywood Piano?

16 A. Yes.

17 Q. Is it signed by the purchaser?

18 MR. STEPHENSON: Objection. Compound question.

19 If you want to just ask the question again.

20 MR. STRIKER: I think the witness understands
21 the question.

22 Q. Do you understand the question? Is it signed by
23 you?

24 A. If I'm the salesperson.

25 Q. Then the answer is yes?

1 A. Yes.

2 Q. If you are the salesperson, you will sign it.
3 Is it signed by the purchaser?

4 A. Yes.

5 Q. And what does the contract specify? You don't
6 understand the question?

7 A. No.

8 Q. What are the terms of the contract?

9 A. It's different on every contract.

10 Q. Give me an example of what you would typically
11 have in a contract.

12 A. Are you talking about a purchase contract or a
13 finance contract?

14 Q. I'm talking now about a purchase contract.

15 A. There would be the purchase price and how it was
16 being paid for.

17 Q. And it would describe the piano; correct?

18 A. It would name what the piano was.

19 Q. Okay. You mentioned financing. Do you do
20 financing as well?

21 A. Yes.

22 Q. So if you do financing, is there a separate
23 contract for that?

24 A. Yes.

25 Q. What does the finance contract generally

1 indicate?

2 A. The finance terms.

3 Q. And it describes the piano?

4 A. Yes.

5 Q. Now, eventually you deliver the piano; correct?

6 A. Yes.

7 Q. So are there any documents involved with the
8 delivery of the piano?

9 A. A delivery slip.

10 Q. Do you give the purchaser a delivery slip?

11 A. The moving company.

12 Q. You give the moving company a delivery slip, and
13 you notify the purchaser of when the piano is going to
14 be --

15 A. That's done at the time of purchase.

16 Q. Okay. Does the purchaser typically get any kind
17 of guarantee or warranty?

18 A. Yes.

19 Q. Does Hollywood Piano then guarantee the piano
20 or --

21 A. Yes.

22 Q. Is there a typical form of a Hollywood Piano
23 guarantee?

24 A. It's written on the sales agreement.

25 Q. And Hollywood Piano then guarantees the piano;

1 correct?

2 A. Yes.

3 Q. And --

4 A. Warranties the piano.

5 Q. Warranties the piano?

6 A. Yes. Not guarantee.

7 Q. Okay. For what term does Hollywood Piano
8 typically warranty the piano, and what does Hollywood
9 Piano typically warrant?

10 A. It could be any length of terms from a year to
11 20 years. It covers parts and labor and potential
12 defects.

13 Q. And there is a Hollywood Piano warranty?

14 A. That's on top of the manufacturer's, if there is
15 one.

16 Q. There may not be a manufacturer's warranty;
17 correct?

18 A. Yes.

19 Q. But still a Hollywood Piano warranty; correct?

20 A. Yes.

21 Q. Now, these documents, copies of these documents
22 that are issued in connection with the sale of a piano,
23 do you maintain these in a file?

24 A. Sometimes, yes.

25 Q. What do you do with the file? Where do you keep

1 it?

2 A. It depends on the room that's available.

3 Q. Do you keep it in different places?

4 A. Yes.

5 Q. Where do you keep it?

6 A. Some are kept here, some are kept in our
7 Pasadena location, some are kept in -- have been kept in
8 storage facilities.

9 Q. So you keep these files. Do you put any
10 information into a computer?

11 A. No.

12 Q. Okay. Do you consider yourself an expert with
13 regard to pianos in general?

14 A. Yes.

15 Q. You have indicated in your trial affidavit that
16 you have been involved in the sale of approximately
17 50,000 pianos; correct?

18 A. Correct.

19 Q. When you say involved, what do you mean?

20 A. I have overseen companies that have sold that
21 many pianos over the years.

22 Q. That doesn't mean you were directly involved
23 with 50,000 pianos?

24 A. Well, I'm ultimately involved because I'm the
25 person who owns the company.

1 Q. So you are familiar with those sales generally;
2 is that right?

3 A. Generally.

4 Q. Okay. You have indicated that many of these
5 sales were historical brands no longer under manufacture;
6 correct?

7 A. Yes.

8 Q. And you consider yourself an expert. Do you
9 consider yourself an expert on historical brands that are
10 no longer under manufacture?

11 A. No.

12 Q. You consider yourself an expert in pianos but
13 not an expert on historical brands no longer under
14 manufacture; is that your testimony?

15 A. I have limited knowledge of historical brands.
16 If I have to, for an appraisal, I'll do research on one.

17 Q. You have done research on historical pianos; is
18 that correct?

19 A. Yes.

20 Q. As an expert and as a person with a lot of
21 experience with the sale of pianos, would you agree with
22 me that historically German pianos have a good
23 reputation?

24 A. Yes.

25 Q. Would you agree with me that historically German

1 pianos -- historically German pianos tend to be rather
2 expensive in resale?

3 A. Some.

4 Q. Okay. Can you expand on that at all with regard
5 to the good reputation of German historically known
6 pianos? Do you have any further information in that
7 respect that would indicate why you believe German pianos
8 have a good reputation?

9 MR. STEPHENSON: Objection. Calls for
10 speculation.

11 MR. STRIKER: Well, he's an expert.

12 Q. Go ahead. You can answer the question.

13 A. Some German pianos are valuable; some are not.
14 There is a handful of names that have some value to them.
15 That's like saying every German car is valuable. We know
16 that a Volkswagen is a lot different than a
17 Mercedes-Benz.

18 Q. Okay. In your trial affidavit you discuss a
19 visit that took place sometime ago to a piano store
20 operated by a Helga Kasimoff. Do you remember that?

21 A. I didn't remember until it was brought to my
22 attention, but, yes, I remember it.

23 Q. When you discuss the visit to the offices of or
24 the store of Helga Kasimoff -- strike that.

25 Helga Kasimoff in her affidavit made certain

1 allegations that you had, during your visit, helped carry
2 a Schiedmayer Celesta out of the back of the store, and
3 that you, together with the people you were with,
4 participated in playing the Schiedmayer Celesta. Do you
5 remember that?

6 A. No.

7 Q. You don't remember anything?

8 A. Nothing.

9 Q. Do you have any memory problems?

10 A. I don't remember moving an instrument in Helga
11 Kasimoff's store.

12 Q. That's not what I asked you. I asked you
13 whether you have some problems with your memory.

14 A. Occasionally.

15 Q. You do? When do you have problems with your
16 memory?

17 A. When I try to remember what I ate for dinner the
18 prior day or something like that.

19 Q. You can't remember that?

20 A. Sometimes not.

21 Q. So you have some memory problems; is that
22 correct?

23 A. I think we all do at certain times.

24 Q. That's not what I asked you. I asked you
25 whether you have some memory problems; is that correct?

1 A. I would say that occasionally I won't remember
2 something.

3 Q. So --

4 A. Especially something that might have been
5 13 years ago.

6 Q. So because of these memory problems, for some
7 reason you can't remember what happened when you visited
8 that store; correct?

9 A. I don't like the characterization of the
10 question. I was in a place 13 years ago, and I don't
11 remember the details. I went there for a specific
12 reason.

13 Q. What was the reason?

14 A. To introduce Helga to some folks who sell a
15 similar piano in China, and they wanted to meet the
16 Los Angeles representative of Bluthner.

17 Q. You are not denying anything that transpired
18 during that meeting that Helga Kasimoff alleged, are you?

19 A. Yes.

20 Q. Are you not denying it? You can't remember it.

21 A. I'm denying that I moved a piano or Celesta.

22 Q. You just told me you don't remember.

23 A. I don't remember moving it.

24 Q. There is a photograph of you standing right next
25 to the Celesta. You don't remember that?

1 A. No.

2 Q. Are you denying that took place?

3 A. I don't remember the photograph.

4 Q. You are not denying it?

5 A. If I'm standing next to it, no.

6 Q. Okay. In your trial affidavit you refer to data
7 losses resulting both from migration of recordkeeping and
8 losses suffered from computer system failure. When you
9 refer to losses of data resulting from migration, what do
10 you mean?

11 A. We had a company that went out of business who
12 was handling at the time four locations.

13 Q. What does migration mean?

14 A. Well, we couldn't migrate so we could only
15 migrate what we could get our hands on so we don't have a
16 full picture.

17 Q. So you're saying that the data losses, when you
18 talk about migration, you are also talking about computer
19 system failure; is that correct?

20 A. There were some failures, but the main issue was
21 a company that went belly up that had all of our data.

22 Q. But they didn't have your files, did they?

23 A. They had our files. Everything was on their
24 server.

25 Q. You told me you kept your files in different

1 places.

2 A. You are talking about the physical files?

3 Q. Correct.

4 A. We're not talking about physical files. We're
5 talking data here so you are confusing the two.

6 Q. I'm not confusing anything.

7 A. Yes. You are because --

8 Q. Don't interrupt me. I'm asking you questions.
9 All right. Just give me the answer. I'm talking about
10 the physical documents; correct? You had those
11 documents?

12 A. Yes.

13 Q. Okay. That's what I'm asking you. It had
14 nothing to do with a computer failure. You still had the
15 documents; correct?

16 A. Yes.

17 Q. Okay. I believe we discussed this somewhat in
18 our discovery deposition, but on four separate occasions,
19 and I believe you understood it at that time, we, as
20 plaintiff, served upon you four different requests for
21 production of documents, the first one in 2015, '16, and
22 '17. Each of those requests for production of documents
23 requested, in whole or in part, documents relating to
24 Schiedmayer. I never received any single one of those
25 documents that you just described take place with respect

1 to every sale of a piano, contracts, guarantees,
2 receipts, et cetera.

3 MR. STEPHENSON: Objection.

4 BY MR. STRIKER:

5 Q. Why not?

6 MR. STEPHENSON: Is this a question or --

7 MR. STRIKER: I just said why not.

8 THE WITNESS: Why not what?

9 BY MR. STRIKER:

10 Q. Why didn't I receive any of those documents?

11 A. Because they are not organized.

12 Q. What does that mean, not organized?

13 A. They are just in boxes, and many of them get
14 thrown out. You know, it's not like we keep these things
15 forever. We're talking about something that goes back to
16 2002.

17 Q. No, we're not.

18 A. Yes, you are.

19 Q. I asked you for documents in 2015 for the five
20 years previous thereto, and you did not produce one
21 document and I'd like to know why not?

22 A. Poor recordkeeping.

23 Q. Don't you have a requirement by the Internal
24 Revenue Service to maintain documents for a period of
25 three years, and isn't it a felony if you don't keep

1 those documents for a period of three years? Do you
2 understand that?

3 MR. STRIKER: Objection. Calls for a legal
4 conclusion.

5 BY MR. STRIKER:

6 Q. You can answer the question.

7 MR. STEPHENSON: Not if it's going to
8 incriminate him.

9 BY MR. STRIKER:

10 Q. You can answer the question. Do you know or
11 not?

12 A. No.

13 Q. You don't know that you have to keep those
14 documents?

15 A. We keep the overall general numbers. We don't
16 necessarily keep individual documents.

17 Q. Are you aware that under California state law
18 you are required for five years to maintain your
19 documents? Are you aware of that?

20 MR. STEPHENSON: Objection. Calls for --
21 objection.

22 MR. STRIKER: Either he's aware of it or not.

23 MR. STEPHENSON: What documents?

24 MR. STRIKER: Any documents relating to the sale
25 of pianos. I did not get one single, solitary shred of

1 evidence regarding the sale of Schiedmayer pianos for a
2 period of five years, not once, even though I asked on
3 four different occasions for those documents, and I'd
4 like to know why not. Just because they are in boxes
5 somewhere is not an answer.

6 Q. I'd like to know why you didn't search for those
7 documents or produced a single one?

8 MR. STEPHENSON: Asked and answered.

9 Harassment.

10 BY MR. STRIKER:

11 Q. In 2015, exactly when I asked you for documents,
12 you had sold allegedly, according to your affidavit, one
13 piano in 2015, one piano in 2014, two pianos in 2012.
14 Those are months after I made that request and you don't
15 have a single document? You couldn't find a single
16 document for those sales?

17 A. I answered.

18 Q. Well, the answer was, no, you couldn't find it?

19 A. I answered.

20 Q. Okay. Can you estimate about how many pianos
21 Hollywood Piano typically sells in a year?

22 A. No, I can't.

23 Q. No idea?

24 A. I don't have a number.

25 Q. Okay. But you have indicated that you have been

1 involved with the sale of 50,000 pianos --

2 A. Yes.

3 Q. -- in your career?

4 A. Over 40 years.

5 Q. Well, in your discovery deposition you indicated
6 you had been selling pianos for a period of 30 years.

7 Does that sound about right?

8 A. Well, actually I started at 10 years old but,
9 yeah, professionally.

10 Q. 30 years?

11 A. Yes.

12 Q. So 50,000 pianos, 30 years, you have been
13 involved with the sale of approximately 1,700 pianos a
14 year; correct?

15 A. Uh-huh.

16 Q. You have to answer yes or no.

17 A. Yes.

18 Q. And that would apply also to the time that you
19 have worked as president of Hollywood Piano; correct?

20 A. Yes.

21 Q. Okay. In your affidavit you talk about -- you
22 list approximate pianos sold for a period of each year
23 for 10 years, and you indicate that this is to the best
24 of your information and belief.

25 A. Uh-huh.

1 Q. Do you remember that?

2 A. Yes.

3 Q. What information are you referring to?

4 A. Just when I'm able to discern from the sheets
5 that we gave you, some of those sheets that showed some
6 printouts of Schiedmayer.

7 Q. Well, they don't have anything remotely
8 indicating the information you have in your affidavit.
9 So is that the extent of it?

10 A. Combination of no-name pianos which we put the
11 Schiedmayer brand on.

12 Q. We'll get to that.

13 So that was the extent of your information?

14 A. Yes.

15 Q. The information that --

16 A. A combination of no-name pianos and what we
17 could piece together.

18 Q. So no-name pianos then are purchased for sale as
19 Schiedmayer pianos; correct?

20 A. Yes. Among others.

21 Q. Among others; correct? But you didn't produce
22 any of those documents either even though they relate to
23 Schiedmayer. Why not? Why didn't you produce the
24 documents relating to the sale -- the purchase of no-name
25 pianos that are intended to be used as -- sold as

1 Schiedmayer pianos?

2 A. I thought we did.

3 Q. Well, you did not. Why not?

4 A. No reason.

5 Q. Okay. You indicate in your affidavit, just for
6 instance, that in the year 2008 you sold approximately
7 six pianos bearing the Schiedmayer mark. Where did you
8 get that information from?

9 A. Discerning it from the no-name pianos that we
10 purchased that year.

11 Q. So you have a record of the no-name pianos which
12 you purchased in 2008?

13 A. Yeah. We have a general recollection. I mean,
14 some of them were from the existing documents, and some
15 of them was just best information we were able to put
16 together.

17 Q. So would it be correct that this list of sales
18 of Schiedmayer pianos was discerned from no-name pianos
19 that you purchased with the purpose of affixing a
20 Schiedmayer label on them; is that correct?

21 A. This list?

22 Q. Yes.

23 A. I can't say this list, no.

24 Q. Well, how did you get the information?

25 A. Well, you are asking about the whole list.

1 Q. Yeah.

2 A. Well, the whole list doesn't fit your question.

3 Q. You indicated you placed a number of Schiedmayer
4 branded pianos in Hollywood Piano's rental pool; correct?

5 A. Yes.

6 Q. Now, if you rent a piano, you need a contract
7 with the person who is renting the piano; correct?

8 A. That's true.

9 Q. And you need to keep track of the payments;
10 correct?

11 A. Uh-huh.

12 Q. Is the answer yes or no? Please answer yes or
13 no and not with a hum.

14 A. Yes.

15 Q. Okay. Why didn't you?

16 A. But I don't stand still for any kind of
17 attitude.

18 Q. There's no attitude.

19 A. There is attitude. You just can't help
20 yourself.

21 Q. If I ask you several times --

22 THE REPORTER: I can't get you both at the same
23 time so argue one at a time, please.

24 THE WITNESS: We are not arguing.

25 MR. STEPHENSON: I think he knows because we've

1 asked that three times now. I think he's got the point.

2 MR. STRIKER: He kept answering, hum, and I
3 don't think it's proper so answer yes or no.

4 Q. Why didn't you produce the rental agreements?

5 A. No answer.

6 Q. Do you understand, sir, that you are under legal
7 obligation to produce such documents, and that there can
8 be sanctions for not producing documents when they are
9 dully requested? Do you understand that, sir?

10 A. I asked our people to see what they can come up
11 with, and we produced what we had available.

12 Q. Well, you had these rental agreements available.
13 You must have.

14 MR. STEPHENSON: Objection. That's not a
15 question. That's a statement.

16 MR. STRIKER: That's correct.

17 Q. But you did have these rental agreements
18 available, didn't you?

19 A. Possibly.

20 Q. You must have had them, didn't you, because
21 otherwise you couldn't collect the money; isn't that
22 correct?

23 MR. STEPHENSON: Objection. That was a
24 statement.

25 ///

1 BY MR. STRIKER:

2 Q. Isn't it correct, sir, you must have had the
3 agreements?

4 A. Possibly.

5 Q. What does that mean? Possibly the answer is yes
6 or no. Either you must have had the agreements because
7 you --

8 A. At one time, yes.

9 Q. But the agreements called for the collection of
10 money that they were contracts, were they not?

11 A. Yes.

12 Q. You must have had a record of them and you
13 didn't produce them, and I'd like to know why not?

14 A. I don't know why, but we produced what we could
15 find.

16 Q. Why couldn't you find the rental agreements?

17 A. I don't have the answer to that.

18 Q. Well, think about it. Do you have no answer at
19 all because this is important stuff? You have documents,
20 sir, that I requested four times for and never got them.

21 MR. STEPHENSON: Objection. Harassment.

22 BY MR. STRIKER:

23 Q. And I'd like to know why not.

24 MR. STEPHENSON: Objection. Harassment. It's
25 been asked and answered four times now.

1 MR. STRIKER: Not with regard to rental
2 agreements.

3 THE WITNESS: Yeah. I did answer.

4 BY MR. STRIKER:

5 Q. These pianos that are mentioned in your
6 affidavit as pianos which you have sold under the
7 Schiedmayer trademark, what is the origin of these
8 pianos?

9 A. China.

10 Q. So the source of these pianos is China; correct?

11 A. Correct.

12 Q. Would it be correct then that you purchased
13 no-name pianos from -- that are manufactured in China and
14 then affix the Schiedmayer label thereto?

15 A. Yes.

16 Q. And sell them as a Schiedmayer piano?

17 A. Yes.

18 Q. Okay. You registered another trademark,
19 Shoninger; is that correct?

20 A. Yes.

21 Q. Do you do -- do you offer for sale the Shoninger
22 piano?

23 A. Yes.

24 Q. Where do you get the Shoninger pianos?

25 A. The same place.

1 Q. China?

2 A. Yes.

3 Q. Do you order these no-name pianos from China in
4 bulk?

5 A. No.

6 Q. You order them individually?

7 A. Yes.

8 Q. Is it correct that they are called no-name
9 pianos because they are delivered without any name on
10 them?

11 A. Yes.

12 Q. So all of the Schiedmayer pianos that you have
13 ever sold were purchased as no-name pianos from China;
14 correct?

15 A. Yes.

16 Q. And that would include the pianos that were
17 photographed and used as specimens in connection with the
18 trademark application?

19 A. Yes.

20 Q. Good. Would it be correct then that you
21 respectively, Hollywood Piano, affixed the Schiedmayer
22 label to the no-name piano?

23 A. Yes.

24 Q. Would it be correct then in some instances this
25 was a Schiedmayer plaque or plates that you had made up

1 in a trophy store --

2 A. Yes.

3 Q. -- and stuck onto the piano?

4 A. Yes.

5 Q. But in other instances, would it be correct that
6 you took a label that you purchased?

7 A. Could be a decal or a plate.

8 Q. Where did you get the decals?

9 A. From decal makers.

10 Q. There are decal makers that make decals of piano
11 brands; is that correct?

12 A. Yes.

13 Q. Okay. What about the name Hollywood, did you
14 ever place the name Hollywood on a no-name piano?

15 A. Yes, we have.

16 Q. So you sell a Hollywood brand piano as well?

17 A. Yes.

18 Q. So you order no-name pianos from China, and then
19 you decide, I'm going to sell it as a Shoninger or
20 Schiedmayer or Hollywood Piano, you just place the label
21 on the piano; is that correct?

22 A. Yes.

23 Q. And you have done this with the Shoninger
24 trademark as well; correct, sir?

25 A. Yes.

1 Q. Okay. You attached to your trial affidavit in
2 Exhibit 12 which represents a promotional -- well, you
3 tell me, what does that represent?

4 A. It's our Memorial Day tent sale.

5 MR. STEPHENSON: Let the record reflect that I'm
6 showing him a copy of Exhibit 12 from his affidavit.

7 BY MR. STRIKER:

8 Q. I don't believe that it's the entire --

9 A. This is the front only.

10 Q. -- the entire exhibit. I believe it's two
11 pages.

12 MR. STEPHENSON: Here are both sides.

13 BY MR. STRIKER:

14 Q. Would it be correct that -- well, you describe
15 what this is for me, please.

16 A. This is an ad for Memorial Day sale.

17 Q. How is it distributed?

18 A. By mail and through newspaper.

19 Q. It appears as a part of the newspaper or is it
20 inserted in the newspaper?

21 A. It's inserted and it's also an ad.

22 Q. So it's both?

23 A. Both.

24 Q. Would it be correct that this Exhibit 12 is for
25 a sale that is to take place during Memorial Day weekend

1 of 2018?

2 A. Yes.

3 Q. This represents the only promotional material
4 that I have received regarding Schiedmayer pianos. Was
5 there prior promotional material that I never received?

6 A. Possibly. I'm not sure.

7 Q. All right. In the material you have a
8 Schiedmayer baby grand piano, and I take it it was
9 manufactured in China; is that correct?

10 A. Yes.

11 Q. It was a no-name piano; is that correct?

12 A. Yes.

13 Q. And you placed the Schiedmayer label on it?

14 A. Yes.

15 Q. You say valued at \$12,785. Where did that
16 figure come from?

17 A. Comparative pianos that are like this piano.

18 Q. You have another Schiedmayer piano in the same
19 ad; correct, sir?

20 A. Yes.

21 Q. This one I can't read on my copy what you are
22 selling it for. Can you tell me what it is?

23 A. It's 2,498.

24 Q. Now, the Schiedmayer baby grand piano, do you
25 recall about how much you paid for that no-name piano?

1 A. About 42 or \$4,300.

2 Q. What do you do, just ask for the piano, say send
3 me a certain no-name piano; is that correct?

4 A. Yes.

5 Q. Are all of your Schiedmayer branded pianos then
6 stencil pianos?

7 A. Yes.

8 Q. Sir, I have located some information on the
9 internet. I don't know whether it's true or not, but you
10 are an expert so I'm going to paraphrase that information
11 to you.

12 MR. STEPHENSON: Objection. This was not
13 provided prior to this deposition.

14 MR. STRIKER: There's nothing to provide. This
15 is preparation for a deposition. I never asked for this.

16 MR. STEPHENSON: You are reading from a printed
17 publication. You are supposed to give us a copy. Are
18 you going to put it into evidence?

19 MR. STRIKER: I don't know. I'm going to read
20 it.

21 MR. STEPHENSON: He can't identify it or lay a
22 foundation for it if you don't give us a copy.

23 MR. STRIKER: I'm simply reading it.

24 MR. STEPHENSON: I'm going to object to the
25 entire line of questioning as calls for speculation.

1 MR. STRIKER: I'm just asking an expert whether
2 he agrees with certain statements that were made or not.
3 That's all I'm asking.

4 MR. STEPHENSON: Made by who?

5 MR. STRIKER: I'm going to say, and I'm going to
6 ask whether he agrees or not. I want to know what his
7 expert opinion is. That's all.

8 MR. STEPHENSON: Let the record reflect that I
9 make a continuing objection to this entire line of
10 questioning on the basis of calls for speculation, and I
11 object to the fact of it's being used as it has not been
12 provided.

13 MR. STRIKER: There's no obligation to provide
14 evidence to be used in cross-examination.

15 MR. STEPHENSON: If it's going to be admissible
16 in evidence, it needs to be admissible in evidence.

17 MR. STRIKER: What's admissible is what I'm
18 reading and what the witness answers. I'm not going to
19 argue with you. I'm going to proceed. You have noted
20 your objection for the record.

21 MR. STEPHENSON: That's fine.

22 MR. STRIKER: I'm going to proceed.

23 Q. I'm going to represent to you that these are
24 statements made in articles on the internet, and I'm
25 asking you simply whether you agree or you don't agree.

1 I don't need an explanation. I just want to know, you
2 are an expert, do you agree or not. This one is from
3 Britania Pianos. Have you ever heard of Britania Pianos?

4 A. No.

5 Q. For many decades, many pianos manufacturers have
6 made pianos that are of inferior quality. Do you agree
7 with that?

8 A. Can you repeat that?

9 Q. For many decades, many piano manufacturers have
10 designed and made pianos that are of inferior quality.
11 Do you agree with that?

12 A. No.

13 Q. These instruments were designed to be sold to
14 retailers and would have a variety of names stenciled on
15 the front of the piano. Do you agree with that?

16 A. No.

17 Q. A classic example of stencil pianos is when
18 manufacturers produce a cheap-end piano that has a German
19 sounding name. Do you agree with that?

20 A. Yes.

21 Q. Then they gave an example, Schiedmayer, sounds
22 like Schiedmayer and Soehne, S-O-E-H-N-E. Do you agree
23 with that?

24 A. Do I agree with what?

25 Q. Whether -- strike the question. I'll withdraw

1 that question.

2 The article goes on to say the following and I'd
3 like to know whether you agree with it:

4 Many stencil pianos are made in China. Do you
5 agree?

6 A. Yes.

7 Q. And many buyers are deceived into believing that
8 these pianos are produced in famous geographical
9 locations that are recognized for their production of
10 quality instruments, most notably Germany. Do you agree
11 with that?

12 A. Sometimes unscrupulous dealers --

13 MR. STEPHENSON: That's it. Yes or no to that
14 question.

15 THE WITNESS: Okay.

16 MR. STEPHENSON: So what's your answer?

17 THE WITNESS: Yes.

18 BY MR. STRIKER:

19 Q. I have another article from Jacob's Music. Have
20 you heard of Jacob's Music?

21 A. Yes.

22 Q. Manufacturers of questionable quality pianos
23 acquire the names of respected pianos that are out of
24 business. Do you agree with that?

25 A. Can you repeat the question?

1 Q. Manufacturers of questionable quality pianos
2 acquire the names of respected pianos that are long out
3 of business. Do you agree with that?

4 A. No.

5 Q. And put only labels on the pianos to induce
6 naive purchasers into purchasing their products from
7 dealers who are unable to acquire instruments of foremost
8 merit. Do you agree with that?

9 A. No.

10 Q. Most of these pianos are made in Asia. Do you
11 agree?

12 A. No.

13 Q. Similar and equally misleading is the practice
14 by which a piano dealer puts a name on the pianos and
15 represents they are either the manufacturer or designer
16 of the instrument when neither is the truth in order to
17 mislead prospective purchasers. Do you agree with that?

18 A. No.

19 Q. Have you heard of Robert Estrin?

20 A. Yes.

21 Q. Who is he?

22 A. He's a guy who has a piano store in Orange
23 County.

24 Q. I'm going to read you a short extract.

25 A. Jacob's Music Store has a piano store in

1 Philadelphia so it's piano dealer bias here.

2 Q. I'm going to read you a brief reference from a
3 video that he has transcribed here called, "The Top 5
4 Piano Scams, Piano Buyers Beware," and I want to know
5 whether you agree with this or not.

6 MR. STEPHENSON: I would object to this line of
7 questioning for relevance. Continuing objection on the
8 record to that.

9 MR. STRIKER: Okay.

10 THE WITNESS: You are paraphrasing a video?

11 BY MR. STRIKER:

12 Q. No. He's transcribed the video, and I'm reading
13 from that. I just have a question here.

14 A. Okay.

15 Q. He talks about what other scams are in the
16 industry. He says, the time this becomes really
17 deceptive is if somebody tries to present a piano and
18 tells people it is a German piano. Do you agree with
19 that?

20 A. No.

21 Q. By not quite getting to the fact it's a Chinese
22 piano -- I should finish that -- by saying that the
23 German piano has German strings. Do you agree with that?

24 A. Can you repeat that?

25 MR. STEPHENSON: Can you repeat that?

1 BY MR. STRIKER:

2 Q. Yes. The time it becomes really deceptive if
3 somebody tries to present that a piano is something of a
4 German piano by not getting to the fact that it's a
5 Chinese piano by saying that it has, among other things,
6 German strings.

7 A. No.

8 Q. You don't agree with that?

9 A. No.

10 Q. Okay. One more. This is from The Complete
11 Idiots Guide to Buying a Piano. Have you heard of The
12 Idiot's Guide?

13 A. Written by former employees of mine.

14 Q. Some manufactures have built generic lower
15 quality pianos for retailers with a variety of names
16 stenciled on the front. Do you agree?

17 A. Yes.

18 Q. The names are usually chosen because they sound
19 German even though the piano may be made in China. Do
20 you agree?

21 A. Yes.

22 Q. Unfortunately, many customers are hoodwinked
23 into paying top dollar for lesser quality instruments and
24 are deliberately led to believe the product comes from
25 Germany. Do you agree with that?

1 A. No.

2 Q. Unsuspecting customers see that name on a piano
3 and assume they are getting great value when, in fact,
4 the actual instrument may not be at the level of quality
5 that the name implies. Do you agree with that?

6 A. No.

7 Q. Let's go back to your advertisement that's
8 Exhibit 12. You are selling a relatively cheap no-name
9 Chinese piano as a Schiedmayer piano, are you not?

10 A. Yes.

11 Q. And people who are asked to spend upwards of
12 \$7,000 for a piano are going to want to know the
13 background of the piano that they are buying; would you
14 agree with that?

15 A. Yes.

16 Q. So if they look on the internet or Amazon or You
17 Tube, they will see the history of the Schiedmayer piano,
18 will they not?

19 A. The history, yes, of the Schiedmayer piano
20 company, not necessarily the Schiedmayer piano.

21 Q. And they are going to believe there is some
22 association with this piano and the Schiedmayer
23 historical pianos that were manufactured for some almost
24 300 years; correct?

25 A. No.

1 Q. Why not? It says Schiedmayer right there is the
2 brand name.

3 A. Nowhere is it implied in anything we put out
4 there that there is any connection to that company, and
5 we clearly tell people the country of origin of pianos we
6 sell.

7 Q. It doesn't say that in this ad, does it?

8 A. You can't put that in an ad.

9 Q. Why not? Why can't you say that was made in
10 China?

11 A. It's not done.

12 Q. Why not?

13 A. It's not done.

14 Q. What you did say, sir, is it has German strings,
15 didn't you?

16 A. Yes.

17 Q. A Chinese piano has German strings?

18 A. Yes.

19 Q. Aren't you using German strings to imply that
20 this is a German piano?

21 A. No.

22 Q. Didn't you select the Schiedmayer name because
23 it sounds German?

24 A. No.

25 Q. Will you agree with me that the name Schiedmayer

1 sounds German?

2 A. Yes.

3 Q. Why did you select the name?

4 A. Because I had sold some under the Kawai thing.
5 Kawai abandoned it, and I saw it wasn't taken and so I
6 trademarked it.

7 Q. What I'm getting at here it seems to me that in
8 this ad anybody looking at it will think this is an
9 authentic Schiedmayer piano and that this has been
10 manifested by indicating that it has German strings.
11 When do you tell the purchaser that it, in fact, is a
12 Chinese piano?

13 A. When they are looking at it.

14 Q. When they are looking at it?

15 A. Uh-huh.

16 Q. I told you once already my son went into your
17 store and was told --

18 MR. STEPHENSON: Objection. Objection.

19 MR. STRIKER: You can object, but I'm asking the
20 question and then you can object to it.

21 Q. -- and was told by you it was a German piano.
22 Do you remember that?

23 A. No.

24 MR. STEPHENSON: Objection. That evidence is
25 obtained using illegal means.

1 MR. STRIKER: Nothing illegal having somebody
2 come in and question somebody in the store.

3 MR. STEPHENSON: It is in the state of
4 California as I wrote to you in a letter, and I told you
5 not to bring that up.

6 MR. STRIKER: This is a federal matter and there
7 is nothing wrong with me questioning the witness.

8 MR. STEPHENSON: Do you want me to call the
9 cops?

10 MR. STRIKER: Stop it already.

11 MR. STEPHENSON: Because that's what we said we
12 would do.

13 BY MR. STRIKER:

14 Q. You didn't produce any documents between
15 yourself and any purchaser of the 29 or 30 Schiedmayer
16 pianos you allegedly sold, not one shred of documents did
17 you sell -- did you produce in this case because those
18 documents would indicate that you were passing this off
19 as an authentic Schiedmayer piano; isn't that correct?

20 A. No.

21 Q. Then why didn't you produce the documents?

22 A. We've answered that already.

23 MR. STEPHENSON: It's been asked and answered.

24 BY MR. STRIKER:

25 Q. You previously testified in this proceeding

1 right now that it's your opinion that historically the
2 Germans made good pianos; correct?

3 A. Some.

4 Q. So wouldn't it be logical to attempt to pass off
5 a cheap no-name Chinese piano as a good German piano?

6 MR. STEPHENSON: Objection. Calls for
7 speculation.

8 THE WITNESS: No.

9 MR. STRIKER: Okay. I have no further
10 questions. I just have a statement for the record, and
11 that is that I believe it is manifestly obvious that
12 there has been a deliberate withholding of evidence
13 regarding the sales of Schiedmayer pianos to customers,
14 and for that reason I move the Trademark Board to issue
15 an order that for any period of time that I requested
16 documentation and none was forthcoming, that the board
17 deem that no sales during that period of time has taken
18 place. That is the sanction that I'm requiring for the
19 failure, the abject failure to submit any documents
20 whatsoever in this proceeding.

21 I have no further questions.

22 MR. STEPHENSON: I would move that that order be
23 quashed and we have an opportunity to respond if the TTAB
24 decides to act on that motion or a motion.

25 I do have few questions for Mr. Treibitz.

EXAMINATION

1
2 BY MR. STEPHENSON:

3 Q. Just as a follow-up, isn't it true that in your
4 business documents get destroyed in the regular course of
5 business?

6 A. Yes, it is.

7 Q. Isn't it true that would include paper documents
8 as well as electronic document?

9 A. Yes.

10 Q. Do you have a standard document retention policy
11 in your business?

12 A. No.

13 Q. So the time that something gets destroyed in
14 your business, you would actually have no knowledge
15 yourself personally?

16 A. Yes.

17 Q. Do you destroy documents in your business?

18 A. Personally?

19 Q. Uh-huh.

20 A. No.

21 Q. Who does destroy documents in your business?

22 A. Could be our janitorial person, Andreas.

23 Q. Isn't it true that that would basically happen
24 whenever that person felt like they wanted to take out
25 the trash?

1 A. Or they needed more room or something.

2 Q. Exactly. Would you also regard -- would you
3 regard any memory problems -- alleged memory problems
4 that you have had as being not uncommon compared to other
5 people?

6 A. Would you repeat the question?

7 Q. So would you -- do you regard any memory
8 problems that you have as not being uncommon compared to
9 the memory problems of others you are familiar with?

10 A. It's the same as what everybody goes through.

11 Q. Is there also a possibility that documents have
12 not been produced because of the data losses from hard
13 drive crashes?

14 A. Yes.

15 Q. So the fact that documents don't exist is not
16 just because of migration?

17 A. It's data loss, migration issues and the fact
18 that company that was handling four of our locations went
19 belly up with our data.

20 Q. What kinds of records do you wind up
21 computerizing? You talked about paper records and
22 computerized records. What kind of records do you
23 typically computerize?

24 A. We have been very poor at computerizing
25 everything. We have been operating in the dark ages too

1 long, and we keep looking for ways to modernize that.
2 Things are kept in Quick Books, things are kept in a
3 database, and we have to streamline it.

4 Q. Over this period of time from 2007 up to the
5 present, has there been a consistent increasing amount of
6 computerization or has it been here and there?

7 A. It's been here or there unfortunately.

8 Q. When no-name pianos come in, are they entered
9 into your system as no-name pianos?

10 A. Yes, they are.

11 Q. Are they always marked as to what they were
12 labeled with when sold?

13 A. Unfortunately not.

14 Q. Is that one of the reasons why you wouldn't have
15 physical records of Schiedmayer sales?

16 A. Yes.

17 Q. What entities signed agreements with your
18 customers, what legal entity? Would it be in the name of
19 Hollywood Piano?

20 A. It would be under the Hollywood Piano DBA.

21 Q. Okay. Is part of the way that you came up with
22 the numbers for the sales also relying on your own
23 personal memory?

24 A. Yes.

25 Q. So it wasn't just based on documents, it wasn't

1 just based on records, it was also based on your memory?

2 A. Yes.

3 Q. Was it also based on asking your staff what they
4 could remember?

5 A. Some. And also the folks that we buy the
6 no-name stuff for if they had any recollection.

7 Q. Okay. For how many of the years of those 10
8 years were the quantities where you just had to estimate
9 them versus having more precise numbers? Was it the
10 entire period or was it the last -- was the last year
11 more precise, that kind of thing?

12 A. I don't remember truthfully.

13 Q. Okay. You are certainly sold one or more
14 Schiedmayer brand pianos in each year of the affidavits?

15 A. I think there was one year we didn't sell from
16 memory.

17 Q. Was that the year 2011?

18 A. I believe so, yes.

19 Q. What was the name of the company who made your
20 previous inventory program?

21 A. Easy Office Network.

22 Q. What was the software product called?

23 A. It was their own, Easy Office Network Solutions.

24 Q. What happened when they went out of business to
25 you?

1 A. Well, all of our data was on their server and we
2 lost all of it.

3 Q. Okay. So the 2015 meeting with Helga Kasimoff,
4 your testimony is that you were present there?

5 A. Yes.

6 Q. Your testimony is that you don't remember moving
7 the Schiedmayer Celesta?

8 A. No.

9 Q. Who was the person who -- who is the other
10 person who is in the photograph with you there, the
11 Chinese gentleman? Do you remember his name?

12 A. I think it was Jeffrey Fung.

13 Q. What was he here for? Do you remember what he
14 was here in the States for?

15 A. He is the Bluthner representative for Guangzhou,
16 China, and he wanted to meet in Los Angeles, but we were
17 also talking about him potentially doing some private
18 label for our company.

19 Q. Okay. Isn't it true that your only belief that
20 you were present at that meeting is because of the
21 existence of that photograph?

22 A. Yes.

23 Q. And isn't it true that you don't remember
24 anything about the meeting other than the fact that that
25 photograph exists?

1 A. Until the photograph came up, I didn't remember
2 the meeting.

3 Q. Okay. How do you assess the quality of a piano
4 instrument?

5 A. By its fit and finish, touch and tone, what the
6 preparation is of the piano. That's an important part of
7 it.

8 Q. By preparation you mean how they --

9 A. Tuning, setting up, all of that sort of thing.

10 Q. Is it true that in your experience various piano
11 brands have different processes they use for preparation,
12 for finishing, et cetera?

13 A. Yes.

14 Q. Isn't it true that they all disagree on what
15 constitutes a high-quality instrument?

16 A. Yes.

17 Q. Isn't it true that dealers disagree on what
18 constitutes a high-quality instrument?

19 A. Yes. As presented by Mr. Striker's testimony
20 from two piano dealers.

21 Q. So isn't it true then that assessing piano
22 quality is an art and not necessarily a science?

23 A. I would say it's art with some science in there
24 too.

25 Q. Okay. Isn't it true there is a wide -- you can

1 get a wide variety of people's impression of the same
2 instrument?

3 A. That's true.

4 Q. Isn't it true that instruments vary widely even
5 from the same manufacturers?

6 A. Oh, god, yeah.

7 Q. But isn't it true the manufacturer will sell
8 them for the same price even though they may vary widely?

9 A. Sure.

10 Q. Isn't it true that professional musicians can
11 assess the quality of the instruments they like?

12 A. Subjectively.

13 MR. STRIKER: I just have to object to this.
14 This is your witness, and you are just leading him on.
15 You have no right to lead your own witness on. I can do
16 that on cross-examination, but on direct you can't lead a
17 witness and you've been doing that consistently since you
18 started and I object.

19 MR. STEPHENSON: Objection noted.

20 Q. How have you assessed the quality of the pianos
21 that have been -- that you have sold under the
22 Schiedmayer brand?

23 A. We assess them with very good quality. I mean,
24 our company is known for selling high-quality pianos.

25 Q. Okay. Would it be -- would it be fair to say

1 you used the same standards you use with the rest of the
2 pianos?

3 A. Absolutely.

4 MR. STEPHENSON: At this point I have no further
5 questions.

6 MR. STRIKER: Just a couple of re-cross things
7 very briefly.

8

9 FURTHER EXAMINATION

10 BY MR. STRIKER:

11 Q. You have talked on redirect about these data
12 losses and you mentioned the name --

13 MR. STEPHENSON: Just a question. Do we do
14 re-cross if this is the federal rules because there isn't
15 re-cross in federal court?

16 MR. STRIKER: I'm going to ask the questions. I
17 think I'm entitled to and I'm going to.

18 MR. STEPHENSON: Okay.

19 MR. STRIKER: There are only a couple of
20 questions.

21 Q. You mentioned the name of the company that went
22 out of business; correct, sir?

23 A. Yes.

24 Q. During our discovery deposition of you, you
25 couldn't remember the name of the company. How is it you

1 remember it now?

2 A. I don't know.

3 Q. You talked with respect to data loss. Your
4 affidavit refers to data loss in 2007 and 2010 so that
5 would have nothing to do with the requests that we filed
6 for documents thereafter, would it?

7 A. The data loss?

8 Q. Yes. There was no data loss after 2010, was
9 there?

10 A. I'm not sure.

11 Q. Well, you don't say so in your affidavit. You
12 say only 2010. So the whole issue of data loss --

13 A. In general --

14 Q. Let me finish what I'm saying.

15 The whole issue of data loss does not apply in
16 this case, does it, not after 2010?

17 A. We've not been very good at our computer stuff.

18 Q. Lastly, just so I understand it, with regard to
19 the selection of these no-name pianos and your house
20 brands, do I understand it then correctly that you
21 would -- if you needed a Shoninger piano, you would go to
22 your Chinese no-name inventory and put a Shoninger label
23 on it; correct?

24 A. Yes.

25 Q. That now becomes a Shoninger piano; correct?

1 A. Yes.

2 Q. Or you could go to the same piano and put
3 Hollywood on it; isn't that correct?

4 A. Yes.

5 Q. Or Schiedmayer; is that correct?

6 A. Yes.

7 MR. STRIKER: No further questions.

8 Can we close this deposition?

9 MR. STEPHENSON: I'm okay with that.

10 (Whereupon, the deposition of GLENN

11 TREIBITZ was concluded at 1:54 p.m.)

12

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PENALTY OF PERJURY CERTIFICATE

I hereby declare I am the witness in the within matter, that I have read the foregoing transcript and know the contents thereof; that I declare that the same is true to my knowledge, except as to the matters which are therein stated upon my information or belief, and as to those matters, I believe them to be true.

I declare being aware of the penalties of perjury, that the foregoing answers are true and correct.

Executed on the 24 day of August, 2018, at Los Angeles, California.



GLENN TREIBITZ

1 I, KAREN S. OSTROM, CSR No. 10341, RPR, do
2 hereby certify:

3 That the foregoing deposition testimony of
4 GLENN TREIBITZ was taken before me at the time and place
5 herein set forth, at which time the witness was placed
6 under oath and was sworn by me to tell the truth, the
7 whole truth and nothing but the truth;

8 That the testimony of the witness and all
9 objections made by counsel at the time of the examination
10 were recorded stenographically by me and were thereafter
11 transcribed under my direction and supervision, and that
12 the foregoing pages contain a full, true and accurate
13 record of all proceedings and testimony to the best of my
14 skill and ability.

15 I further certify that I am neither counsel
16 for any party to said action, nor am I related to any
17 party to said action, nor am I in any way financially
18 interested in the outcome thereof.

19
20 IN WITNESS WHEREOF, I have subscribed my name
21 this 3rd day of August, 2018.

22 
23
24

25 KAREN S. OSTROM, C.S.R. NO. 10341, RPR

ERRATA SHEET

Case Name:

Deposition Date:

Deponent:

Pg. No. Now Reads Should Read Reason

Pg.	No.	Now Reads	Should Read	Reason
46	13	certainty sold	Certain you sold	Properly reflects the question asked

[Handwritten Signature]

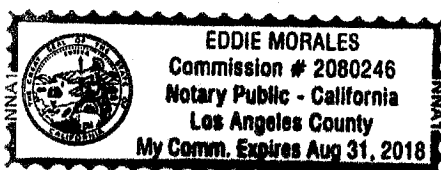
Signature of Deponent

SUBSCRIBED AND SWORN BEFORE ME

THIS 20th DAY OF AUGUST, 2018.

Eddie Morales

(Notary Public) MY COMMISSION EXPIRES: August 31, 2018



UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL & APPEAL BOARD

Schiedmayer Celesta GmbH,)	
)	
Petitioner,)	
)	
v)	Cancellation No. 92/061,215
)	Reg. No.: 3,340,759
Piano Factory Group, Inc. and)	Mark: SCHIEDMAYER
Sweet 16 Musical Properties, Inc.)	
)	
Respondents.)	
_____)	

NOTICE OF RELIANCE

Petitioner, pursuant to 37 CFR 2.122(e); TTAB Rule 704.08(b) and TTAB Rule 704.02 herewith submits the subject Rebuttal Notice of Reliance upon the following documents:

EXHIBIT A:
Extract from book entitled:
THE COMPLETE IDIOTS GUIDE TO BUYING A PIANO
Pages 188,189
Mary C. Finn and Jennifer B Finn
2008 Alpha Books

Exhibit B:
Internet Article: DO YOU KNOW WHAT A STENCIL PIANO IS
<http://www.britanniapianoauctions.wordpress.com>
Printed: July 12, 2018

Exhibit C:
Internet Article: FREQUENTLY ASKED QUESTIONS
WHAT IS A STENCIL PIANO
<http://www.jacobsmusic.com>
Printed July 12, 2018

Exhibit D:
Internet Article: THE TOP 5 PIANO SCAMS
Robert Estrin
<http://www.virtualsheetmusic.com>
Printed July 12, 2018

Internet Advertisement
FACEBOOK HOLLYWOOD PIANO
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<https://www.facebook.com/bargainsLA/photos/the-hollywood-piano-factory-90th/101565...>

Printed September 13, 2018

STATEMENT OF RELEVENCY

Exhibit A, B and C are relevant for the following reasons:

In the Trial Deposition of Glenn Treibitz he admitted that the Schiedmayer pianos which the Defendants have sold are no-name pianos manufactured in China to which a Scheidmayer Trademark Decal has been applied. In the cross examination deposition of Glenn Treibtz he admitted that all Schiiedmayer pianos sold or offered for sale by Defendants are Stencil Pianos.

Exhibits A, B, and C explain what a Stencil piano is and rebut Defendants assertion that such usage represents bona fide trademark use.

These Exhibits also rebut Defendants assertion made during its Trial Testimony Term that it has a right to assert laches, since the admission as to stencil pianos represents an act of unclean hands thereby preventing the assertion of laches.

Exhibit D is relevant because it is an advertisement of Defendants for a Schiedmayer piano showing numerous references to Germany thereby demonstrating a clear attempt to pass off the piano as a genuine Schiedmayer product.

This is relevant as it relates to Defendants assertion that its use of the trademark Schiedmayer is bona fide and is also relevant as it demonstrates unclean hands which mitigates against the assertion of a laches defense.

Respectfully submitted,

/Michael J. Striker/

Michael J. Striker
Attorney for Petitioner
Reg. No.: 27233
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1077 Northern Blvd.
Roslyn, New York 11576
Striker@collardroe.com

CERTIFICATE OF SERVICE

It is hereby certified that a true and complete copy of the attached document was served upon counsel for the Respondents at his email address of record:

adam@iptech.law

This 9 day of October, 2018.

/Michael J. Striker/
Michael J. Striker

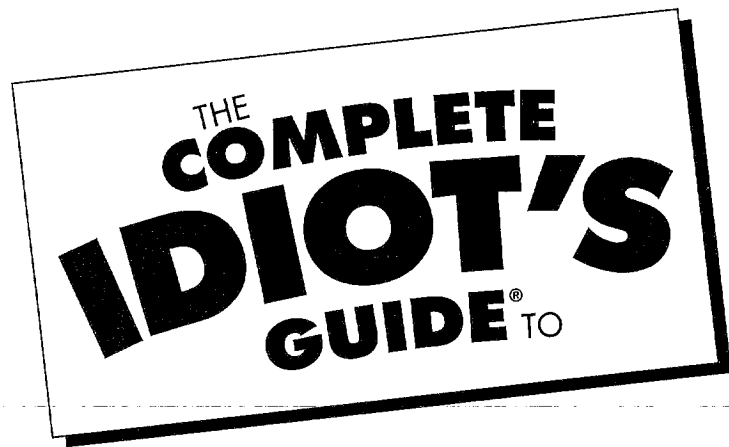
EXHIBIT A

THE
**COMPLETE
IDIOT'S**
GUIDE TO

A goof-proof
guide that's in tune
with your needs

Buying a Piano

Marty C. Flinn and
Jennifer B. Flinn



Buying a Piano

by Marty C. Flinn and Jennifer B. Flinn



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Stencil Pianos: What They Are

Not all pianos are what they appear to be. For decades, some manufacturers have built generic, lower-quality pianos for distributors and retailers with a variety of names stenciled on the front. These are called *stencil pianos*. Often the stenciled name sounds close to that of a more famous and recognizable brand. Frequently these names come from old, defunct American companies that still command some recognition in the marketplace. Names are usually chosen because they sound American or German, even though the piano may be made in Indonesia or mainland China. Unfortunately, many customers are hoodwinked into paying top dollar for lesser-quality instruments and are deliberately led to believe the product comes from Germany or another high-profile location.

def·i·ni·tion

A **stencil piano** is an instrument built by a manufacturer with another brand name placed on it.



Key Note

Important questions to ask when considering the purchase of a stencil piano are:
 Who made this piano? In what city and country was it made?
 What is the factory warranty?
 Besides you, who backs the warranty, should your company fail or I move? To be safe, double-check what you are told.

Typically these pianos are built under contract with a retailer, distributor, or another manufacturer. Often the manufacturer of a stencil piano wishes to increase its market distribution by adding additional brand names under its own auspices without jeopardizing the reputation of the factory name.

Stencil pianos are not intrinsically of poor quality, but they are usually less impressive than pianos bearing the true factory name. The concern with stencil pianos is not that the quality is always bad but that the makers and/or sellers of these pianos mislead customers into thinking they are buying something they're not. The reputations and value of piano brand names are built on decades of consistency in quality, durability, performance, and predictable resale values. It is not uncommon for once renowned, but now defunct, manufacturers to trade or sell their name to the highest bidder. Unsuspecting customers see that name on a piano and assume they are getting great value, when in fact, the actual instrument may or may not be at the level of quality that name implies.

Finding a Quality Stencil Piano

In recent years, Samick Music Corporation (SMC) downsized its Incheon, South Korea, piano factory and moved production of its lower lines of production pianos to

Jakarta, Indonesia. Samick re-tooled the smaller Inchon operation to produce a limited number of higher-end pianos that did not resemble their other lines.

Their lower lines share the characteristics of other Asian pianos with mahogany plywood rims, V-Pro cast plates, and typical high-polish polyester finishes. The special pianos built in SMC's Inchon facility today represent a departure from the norm. The brand names produced there are Wm. Knabe & Co., Sohmer & Co., and Pramberger (see Chapter 13). All three lines feature hardwood rims (in maple and/or oak), sand-cast plates, spruce support beams, and premium action components; they are often available in hand-rubbed fine furniture finishes.

Several of the Knabe and Sohmer models feature original American scale designs from the 1920s and 1930s, as well as a faithful use of original materials and parts specifications. We are told that the Pramberger line is an extension of the late Joseph Pramberger's design work. These three lines of pianos do not fit the classic definition of a stencil piano in that they are distinct and varied products from Samick's other lines. Their specifications, materials, fits and finishes, and, more importantly, their performance in touch and tone surpass the Samick-branded instrument line. These are not cheap knock-offs or re-badged inferior instruments by any means.

Many stencil pianos being produced today are built under contract by one manufacturer for another manufacturer. And, in fact, the piano may be a decent instrument with a pretty good value. After a few years, it may begin to build a reputation and acceptance in the market place, resulting in a certain expectation of resale value and longevity. As the business climate turns, the contracting manufacturer may decide to award the contract to a cheaper builder. If this transpires, the lineage of that label becomes clouded and is especially problematic when subsequent manufacturers are lower bidders with not only lower profiles, but lower standards of materials and build quality.

In short, tread carefully with pianos of questionable origin. You don't want to end up paying a hand-made German price for a mass-produced piano bearing a German-sounding name that was built in China.



B-Sharp

Dealers sometimes resort to the stencil piano ploy when they cannot earn authorized representation status of a particular high-profile brand. These dealers buy container loads of Chinese pianos, put German names on them, and try to market them as an exclusive line. Selling this one-of-a-kind, unknown brand name opens the gates for price gouging.

EXHIBIT B

Do you know what a 'stencil piano' is?

This week at Britannia Piano Auctions the topic of 'stencil pianos' came up fairly often in various conversations, we wondered how many of our auction goers and followers know what a stencil piano is ? And if they truly understand what it is all about.

Well if you didn't you will after reading this!

For decades many piano manufactures have designed and made pianos that are of inferior quality. These instruments were designed to be sold to traders and retailers and would have a variety of names 'stencilled' on the front of the piano.

A typical example of this is the 'Archer family' who own a local piano shop. They would purchase a number of stencil pianos for their showroom floor that would display 'Archer' on the fall board as the name of the instrument. The word 'Archer' thus being the stencil.

Another classic example of stencil pianos is when manufactures produce a cheap end piano that has a German sounding name, or a name that sounds like one of the top established makers, for instance;

- Steinwell (sounds like Steinway)
- Bachstein (sounds like Bechstein)
- Arard (sounds like Erard)
- Schiedmayar (sounds like Schiedmayer & Soehne)

Interestingly many stencil pianos are made in Indonesia or Mainland China. And many buyers are deceived into believing that these pianos are produced in famous geographical location that are recognized for their production of quality instruments, most notably Germany.

It does have to be pointed out that stencil pianos are not always poor in their quality, but they are generally made of cheaper material and are less impressive than the pianos that bear the true factory name.

<http://www.britanniapianoauctions.com> (<http://www.britanniapianoauctions.com>)

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This entry was posted on January 15, 2014, 8:18 am and is filed under [Education](#), [Pianos](#). You can follow any responses to this entry through [RSS 2.0](#). You can [leave a response](#), or [trackback](#) from your own site.

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EXHIBIT C



Click on a city location below for more information.

Pennsylvania

Center City Philadelphia

1718 Chestnut Street
Philadelphia, PA 19103
215-568-7800

Willow Grove

135 N. Easton Road
Willow Grove, PA 19090
215-658-0888

Ephrata

1391 W. Main Street
Ephrata, PA 17522
717-715-8888

West Chester

1572 Wilmington Pike
West Chester, PA 19382
484-723-2700

New Jersey

Cherry Hill

1409 Route 70 East
Barclay Farms Shopping Center
Cherry Hill, NJ 08034
856-663-8888

Lawrenceville

2540 Brunswick Pike
Lawrenceville, NJ 08648
609-434-0222

Frequently Asked Questions

1) Why do people say that "Music Makes You Smarter?"

A ten-year study tracking more than 25,000 students shows that music-making improves academic test scores. Regardless of socioeconomic background, music-making students got higher marks in standardized tests than those who had no music involvement.

2) How do I select a piano?

Click here for a [piano buyers guide](#).

3) What is a Stencil Piano?

Manufacturers of questionable quality pianos acquire the names of respected American pianos that are long out of business, like Knabe, Pramberger, Story & Clark, Falcone, Hardman Peck, and other venerable names and put only the "labels" on their pianos to induce naïve purchasers into purchasing their products from dealers who are unable to acquire instruments of foremost merit. Most of these pianos today are made in Asia and they bear no relationship to the musical performance, workmanship and stability that were representative of the "stenciled" names that are on the pianos.

Similar, and equally misleading, is the practice by which a piano dealer that is unable to acquire quality products of proven respectability puts its own name on a piano and then represents that they are either the manufacturer or designer of the instrument, when neither is the truth, in order to mislead prospective purchasers into erroneously believing that they are buying an instrument that is a superior product to the piano they have actually selected for their home or institution.

THE HIGHEST QUALITY AND MOST RESPECTED PIANO MANUFACTURERS NEVER ALLOW A DEALER TO PUT ITS OWN DEALER NAME ON A FINE QUALITY INSTRUMENT.

4) How do you authentically restore a Steinway piano?

If your *Steinway piano* is in need of restoration services, the only way to ensure that 100% genuine Steinway parts and methodology are being used is to use the *Steinway & Sons* Restoration Center at the Steinway & Sons Factory. Some parts, such as the proprietary Steinway soundboard, are simply not available to other piano restoration companies or individuals and only available at the Steinway factory. In other cases, Steinway parts may be available, but restoration companies will replace them with cheaper parts - often claiming that they are somehow superior to the genuine Steinway parts.

5) Should my child learn piano on a portable keyboard?

Portable keyboards do not provide your child with the ability to develop proper touch, tone and musical expression. Music Educators agree that learning on a portable keyboard is counterproductive.

6) How often should I have my piano tuned?

Piano manufacturers recommend that new pianos should be **tuned** a minimum of three to four times the first year and a minimum of two times a year thereafter.

7) Why does a piano go out of tune?

Your piano's overall pitch is dependent upon changes in the relative humidity. In some temperate regions of the country, the relative humidity increases in the summer resulting in a higher moisture content in the soundboard and a higher string tension (pitch). In the winter, when heating systems dry the air, the soundboard loses moisture and contracts, causing the pitch to drop. The drop in the winter tends to exceed the rise in the summer, so the net result is a drop in pitch each year that the piano isn't serviced. Additionally, this change does not occur evenly across the notes.

8) How many keys does a piano have?

88 is the standard number of keys for a piano. In an effort to reduce costs, some piano manufacturers have made pianos with fewer keys. Low cost portable keyboards will often have fewer than 88 keys.

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Contact

888-887-8888

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1718 Chestnut Street

West Chester
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Video Transcription

Hi, this is Robert Estrin at livingpianos.com and virtualsheetmusic.com with the top five piano scams of all time. Actually, there are probably more than this. Sadly, I don't know why I'm laughing about this, this is actually a very serious subject. And after I get done telling you these scams, it will alert you about these, but I really welcome others to add to the conversation to warn other people about what's going on out there, and we'll all learn something from this video.

All right, sadly, not everybody in this world is honest and upright, and it can be really distressing sometimes for people. One of the first scams I ever heard about, years ago, and, fortunately, I never experienced it, but I heard about this very unscrupulous couple. And here's the way their scam worked. They go out to some unsuspecting home of somebody who had a piano listed for sale, and they'd say, "Yeah, I like the piano. I want to buy it. And could I give you, you know, \$100, or \$200, or whatever it is? I'll give you that, and then I'll get the truck to the movers over later, and to...you know, here's \$500." They'll give them a certain amount of money for a piano, and they'll say, "Oh! I noticed there's a little blemish on the fallboard. So do you mind if I take the fallboard?" Oh, they go, "Oh, sure!" He goes, "We could start working on it." Well, time passes. I never hear from this person again, and then this is where the scam comes in. The partner, who makes reference to the first person at all, says, "Oh, I noticed your ad awhile back, and I never got a chance to talk to you. Do you still have the piano?" Well, you could see where this is going. They say, "Yeah, but..." and



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they explain the situation, "Well, I might be interested." The second person comes in and swoops it up for, you know, pennies on the dollar. Isn't that disgusting? I know, that's one scam, but there are others that are equally disturbing.

There's a trend I've heard of lately, and this is an alert for people in the Southern California area. I'm not sure which auction house this is happening at, but I've heard this from a number of people, so it's verified, because I've heard it from more than one source. Which is, a lot of auctions, you don't get the chance to inspect the piano closely. Things are fast and furious, and people come in and prepare to take a chance on a deal, and what more exciting way to entice people than a Steinway. You see a Steinway there. It looks pretty good. You can't get real close, but it looks all right. Well, you win the auction. You're elated. You pay for the piano. You arrange for delivery. You get the piano, and when you look inside, you find, "No, that's not a Steinway. They just put Steinway on the fallboard." Can you really do that? Well, yeah, it's actually the easiest thing in the world. In fact, any piano that's refinished has a new decal on front. They're available through a variety of sources online, and it's an important thing to have. After all, you have an old Steinway. You rebuild it. You refinish it. Of course, you're not gonna want to leave the fallboard blank. You need the decal. But putting a decal that doesn't match the piano, in my book, is dead wrong.

Now, there are some people who, kind of, you know, ride the line on that, which I still think is absolutely wrong, and I would never do it. But I've seen more than one source, even coming from notable dealers, where they'll have an old Baldwin Monarch or Baldwin Howard, one of Baldwin's lower lines, which would have said "Howard" on the front, or "Hamilton," or "Monarch," and somewhere inside the piano, or maybe little letters on the side of the fallboard, it'll say, "Product of Baldwin." Well, they take the piano. They refinish it. Do they put "Monarch" on the front, "Product of Baldwin?" No, they put "Baldwin" right on the front of that fallboard, and it's really sad that people think they're getting a top-tier piano, and they're actually getting one of the lower-line pianos.

Some people go to extraordinary lengths. I think one of the most unusual situations I've ever heard in piano scams was a Steinert. Steinert was a great American piano company, and they're very, very similar to Steinway in the design. Even inside the piano, the logo that they have has that half-moon shape. Well, there was a Concert Grand Steinway being advertised for sale, and I had somebody ask me, this was a few years ago, they said, "Something doesn't seem right," but I looked at the pictures, looked like a Steinway D, because the Steinert scale design is so close. These people went to such extraordinary lengths, because, usually, the way you know for sure what a piano is, is whatever is cast into the plate, because you can't fake that, or can you? Well, these industrious people, I guess because it was a nine-foot concert grand, they figured they could get a pretty penny for it, did indeed alter the plate and made it say "Steinway" inside.

Now, how did I know it wasn't a Steinway? Just from pictures? Well, on the capo d'astro bar, and other parts of the plate, there are different designations of accelerated action or different words that occur on Steinways that are different from other manufacturers. And indeed, while they did put that Steinway name, they didn't take the care or the time to scrape off everything off that plate and replace it with what would have been on a Steinway D. Thank goodness I spotted that, because whoever contacted me was not sure about whether to get this piano. And there's nothing wrong with a Steinert, but Steinway, because of the name, sells for much more money than any other brand, pretty much in the used market, so it would have been overpaying for that Steinert. It gets worse, huh?

Okay, what else could there possibly be? What other scams are there in the industry? Well, the last one I'm gonna tell you is one of the most popular, and it's prevalent, sad to say, and once again, it's all in presentation, how far somebody goes to represent something honestly and what somebody does to try to really let you know what you're looking at. It could be very confusing in this world of stencil pianos, which I've talked about extensively before, that is, people selling imported pianos mostly from China and Indonesia, they'd have to put a name on the front that people have heard of. So, with the hundreds of piano brands of companies no longer in existence, they pick one, and they stencil it on the front of the piano. Of course, they buy the rights to doing this. It's perfectly legal, so long as you know that you're buying a stencil brand. You know, you shouldn't be buying a piano, like a Kohler and Campbell, for example, they went out of business in the 1980s. Well, the Korean company, Samick, produces pianos in Indonesia and Korea, and they put the Kohler and Campbell name, because people have heard of it more than Samick, even though they're a huge company.

Well, the only time this really becomes deceptive is if somebody tries to present that as an American piano, or the myriad companies trying to tell people that something is a German piano by not quite getting to the fact that it's a Chinese piano by saying, "The German soundboard, and the German design, and the German hammers, and the German strings." Before you know it, you know, you want to get a big blogger and celebrate your piano as being a German instrument. Well, you know, there are very few German instruments around, and the ones that are around are extremely costly. So if you ever go into a piano store, and somebody tells you, "Oh, this \$10,000 piano is made in Germany," no it's not. There aren't any \$10,000 pianos, maybe an upright, if you're lucky, but certainly not a baby grand or a grand piano.

So these are some scams that I've come across in my time with pianos. I hope this has been interesting and helpful for you, and I welcome anybody else who has stories to share so to safeguard others from making a big mistake on an important purchase. Thanks so much for joining me. Again, Robert Estrin here at virtualsheetmusic.com and livingpianos.com, your online piano store. See you next time.

Post a comment, question or special request:

click to leave a comment or question



How to approach Kuhlau Sonatina Op. 55 No. 1 - Part 1

July 5th, 2017



Tuner Vs. Technician

June 14th, 2017



The Burgmuller's Studies - Part 5

June 7th, 2017



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May 31st, 2017



How Much Does it Cost to Restore a Piano?

May 17th, 2017



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May 10th, 2017



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Comments, Questions, Requests:

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EXHIBIT D

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The Hollywood Piano Factory 90th Anniversary Sale, 6/22-7/1. Save 25-68% storewide on new pianos by Roland, Baldwin, Mason & Hamlin Schiedmayer, Kawai, Weber, Ritmuller, Steinway, Estonia and more. A Baldwin Baby Grand that was \$21,425 is now \$10,990. A Roland digital piano is \$990 instead of \$1595. A Baldwin upright is \$5490 instead of \$9265 and a Mason & Hamlin grand piano that was \$59,811 is now \$39,990. 323 Front St., Burbank 91502
2084 E. Foothill Blvd., Pasadena. Cash/ CC/ Financing. Tell Glenn, BargainsLA sent ya!

#Music #Hollywood #pianos #Sale #discount #ClassicalMusic #shopping #LosAngeles



Sofas Tables and More
Furniture Store



LA Kids Consignment, LLC
Baby Goods/Kids Goods



Best Friends Animal Society...
Nonprofit Organization

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Hollywood Piano

90th ANNIVERSARY SALE

PRE - SALE GOING ON NOW

We're celebrating our 90th with some NEVER to be repeated celebration pricing on popular pianos.

<p>Grand Piano Giveaway (Enter in Person)</p>  <p>Join us for special 90th Anniversary Free Gifts</p> <p>Special Screening of the documentary "Hollywood Loves The Piano"</p> <p>Sat. June 23 2pm Sun June 24 4pm</p> <p>Refreshments, gifts and anniversary cake all weekend!</p>	<p>Baldwin</p> <p>Baldwin's best selling upright competes in price against the entry level Japanese pianos but with the sound character of the best US pianos trans.</p> <p>MSRP: \$9,265 \$5,490</p> <p>This is a completely crazy offer on a brand new Baldwin baby grand. Priced at what this size piano was selling for 9 years ago!</p> <p>MSRP: \$21,425 \$10,990</p>	<p>Roland</p> <p>Roland's superior action and touch story with their Super Natural sound engine for an unbelievable price! It also will connect with iPad or Android.</p> <p>Valued at \$1,595 \$990</p> <p>Rated as the best digital grand. Everything about this piano is what you would expect from Roland: the leader in digital piano technology in black or white. Valued at \$19,995 \$5,990</p>
<p>Schiedmayer</p> <p>Brand new contemporary styled piano with a new full size level German string, upright frame, Kawai spruce hammer flange and 20 year parts and labor warranty.</p> <p>Valued at \$6,695 \$2,990</p> <p>Amazing new baby grand with German design, German string, German pickboard, German hammer flange and 20 year parts and labor warranty.</p> <p>Valued at \$12,795 \$6,990</p>	<p>MASON & HAMLIN</p> <p>The M7 professional trade show demo is considered to be the very best upright made today. For one has a budget, any one in a class with the M7 system.</p> <p>MSRP: \$34,425 \$24,990</p> <p>A semi trade show piano the brand new with a full size manufacturer warranty. Many pianos say this is the absolute best baby grand made anywhere of year.</p> <p>Valued at \$59,811 \$39,990</p>	

Burbank
323 South Front St
(818) 954-8500

Pasadena
2084 E. Foothill Blvd.
626-229-0999
1800 MY-PIANO

with stand, carrying case, headphones

\$290

New high-gloss black upright

\$790

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**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. and
Sweet 16 Musical Properties, Inc.

Registration Date: November 20, 2007

Respondents.

**RESPONDENT'S NOTICE TO TAKE TESTIMONIAL CROSS-EXAMINATION
BY WRITTEN QUESTIONS**

Pursuant to 37 CFR 2.124(a), Rule 28 of the Federal Rules of Civil Procedure, and TBMP 703.02 et seq., Respondents Piano Factory Group, Inc. and Sweet 16 Musical Properties, Inc. ("Respondents") hereby submit their notice to take testimonial cross-examination of Petitioner's witness Elianne Schiedmayer by written questions before an official in Germany mutually agreed between Petitioner and Respondents to be competent under the Federal Rules of Civil Procedure to record her answers.

This notice is being filed within the Petitioner's testimony period. Since Elianne Schiedmayer presented testimony in this matter only by Declaration, Respondents are entitled to cross-examine her, but as she is not located in the United States and Respondents have no information that she will be present in the United States during the pendency of this proceeding, cross-examination by written questions is the only option available to Respondents.

Copies of Respondent's questions are being served with this notice upon Petitioner's counsel but are not being filed with the Board per the procedure described in TMBP 703.02(c).

Given that the cross-examination will be conducted using written questions per the procedure laid out in the rules and the TMBP, Respondents respectfully request that the proceedings be suspended by the Board following the process outlined in TMBP 703.02(c) until the cross examination is completed.

Dated: June 8, 2017

Respectfully submitted,

/s/ Adam R. Stephenson
IPTechLaw
8350 E Raintree Dr., Ste 245
Scottsdale, AZ 85260
Tel: 480.264.6075
Fax: 480.718.8336
Email: adam@iptech.law
Attorney for Respondents

**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. and
Sweet 16 Musical Properties, Inc.

Registration Date: November 20, 2007

Respondents.

**RESPONDENT'S REPLY IN SUPPORT OF RESPONDENT'S CROSS MOTION
TO STRIKE TESTIMONY OF ELIANNE SCHIEDMAYER**

Respondents Piano Factory Group, Inc. and Sweet 16 Musical Properties, Inc. ("Respondent") hereby submit their reply in support of its cross-motion to strike the entirety of the testimony of Elianne Schiedmayer, which was submitted by declaration, including all exhibits.

FACTS

Petitioner filed its Reply in support of Petitioner's Motion to Strike Respondent's Notice to take Cross Examination Testimony of Elianne Schiedmayer and responded to Respondent's cross-motion to strike Ms. Schiedmayer's declaration testimony on October 10, 2017. In the document Petitioner filed, Petitioner alleged that Respondent's motion to strike should be denied because of Respondent's alleged unclean hands.

ARGUMENT

Regarding Respondent's Notice to Take Deposition by Written Questions:

Respondent is not filing an amended Notice to Take Deposition by Written Questions. Petitioner goes to great lengths to emphasize that Elianne Schiedmayer is and has been at all times ready, willing, and happy to be cross examined, but this is only after Petitioner was compelled by Respondent's cross-motion to strike to acknowledge that Respondent has an absolute legal right to cross examine. Prior to that time, Petitioner's counsel filed two separate motions to strike Respondent's notice, raising legal issues in the second motion about the notice (after failing in the first) that could and should have been raised in the first motion.

Petitioner continues to insist that the only way for Ms. Schiedmayer to provide her testimony is before the US Consulate in Frankfurt. Respondent does not believe that is true—the Exhibit filed with Respondent's cross-motion to strike indicates she could testify before a German judge. Exhibit 1 filed herewith from the international court reporting firm (Opus) referred to by Petitioner's counsel in its reply indicates that German nationals are free to travel to legally provide testimony in other nearby countries where the German restrictions on testimony do not exist.

Respondent takes issue with Petitioner insisting that the deposition testimony be taken using what arguably is the most expensive path. Cross examination before a German judge costs nothing with respect to fees as the German courts perform the service free of charge. Conducting the deposition in Belgium would mean that Respondent would not have to pay the U.S. Consulate's fees, which begin at \$1000+ per day plus the staff fees (several thousands of dollars in the end) plus the fees of the court reporter.

Basically, Petitioner is willing to provide testimony using the most expensive option possible.

It seems evident from the contentious history of this case, Petitioner's multiple motions on this issue, and its cooperation only through compulsion that it would do Respondent little good to attempt to enter into the rule-prescribed back and forth process needed to assemble the final set of written questions that would ultimately be presented to Ms. Schiedmayer. Respondent has no idea how many more objections, motions to strike, etc. that Petitioner is prepared to raise and file with the Board during the process of preparing the questions. Attempting to move forward with the questions will only further consume Respondent's resources and continue to leave this case suspended and stalled until the time of the deposition finally arrives, months from now.

In view of the pattern of behavior of Petitioner's counsel, Respondent leaves it to the Board to determine the admissibility of Ms. Schiedmayer's testimony on this record in the absence of cross examination testimony. Respondent has tried. Respondent has already spent thousands of dollars coming up with the initial set of questions and dealing with Petitioner's motions on this issue to date.

Given Petitioner's insistence on the most expensive route possible and the legal costs of the task dealing with the expected continuing determined opposition from Petitioner's counsel during the process of coming up with the written questions, Respondent believes it a better use of its and the Board's resources to focus on preparing its own testimony and moving this case to a decision.

Unclean Hands:

Respondent wishes to respond to Petitioner's allegation that Respondent's motion should be denied because of unclean hands because Respondent did not take Petitioner's counsel up on the offer to orally examine Ms. Schiedmayer during three brief periods in three different US states (while she was extremely busy). Firstly, as the Board's order of August 16, 2017 correctly points out, once Respondent had served its notice to take testimony via written questions, Petitioner had 20 days to file a motion with the Board showing good cause as to obtain an order that the testimony deposition be taken by oral examination. Basically, Petitioner cannot send the undersigned an email notifying him of Ms. Schiedmayer's schedule and then think that the Board would approve of Respondent taking oral testimony. No—Petitioner is required to file a motion with the Board itself asking permission and showing good cause before Respondent could be compelled, by Board order to proceed with taking deposition testimony via oral proceedings.

Respondent is not required to change its decision to take deposition testimony via written questions simply because Petitioner sent an email and failing to get approval from the Board.

Given these facts, it is plainly impossible for Respondent to be coming to the Board with unclean hands when it is obvious that it is Petitioner's fault that oral examination of Ms. Schiedmayer did not take place because of failure to follow the proper procedures. Petitioner's unclean hands argument should simply be disregarded.

Dated: October 25, 2017

Respectfully submitted,

/s/ Adam R. Stephenson
IPTechLaw
8350 E Raintree Dr., Ste 245

Scottsdale, AZ 85260
Tel: 480.264.6075
Fax: 480.718.8336
Email: adam@iptech.law
Attorney for Respondents

UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL & APPEAL BOARD

Schiedmayer Celesta GmbH,)
)
 Petitioner,)
)
 v)
)
 Piano Factory Group, Inc. and)
 Sweet 16 Musical Properties, Inc.)
)
 Respondents.)
 _____)

Cancellation No. 92/061,215
Reg. No.: 3,340,759
Mark: SCHIEDMAYER

**NOTICE OF FILING OF REBUTTAL DECLARATION
OF ELIANNE SCHIEDMAYER**

This will confirm that the Rebuttal Declaration of Elianne Schiedmayer was today filed and served in the captioned proceeding.

Respectfully submitted,

/Michael J. Striker/

Michael J. Striker
Attorney for Petitioner
Reg. No.: 27233
Collard & Roe, PC
1077 Northern Blvd.
Roslyn, New York 11576
Striker@collardroe.com

CERTIFICATE OF SERVICE

It is hereby certified that a true and complete copy of the attached document was served upon counsel for the Respondents at his email address of record:

adam@iptech.law

This 9th day of October, 2018.

/Michael J. Striker/
Michael J. Striker

DECLARATION

The undersigned, Elianne Schiedmayer, herewith makes the following Declaration based upon her best personal knowledge and belief:

I am, and have been at all times, President, Chief Operating Officer and owner of Schiedmayer Celeste GmbH. I am the sole owner of Schiedmayer & Soehne GmbH founded in 1809 by Johann Lorenz Schiedmayer in Stuttgart, Germany.

I am personally familiar with the fact that the Schiedmayer family has been producing keyboard instruments for almost 300 years. Schiedmayer was founded in 1735 and has consistently sold and offered for sale throughout the world, including the United States, high quality pianos and musical keyboard instruments under the trademark Schiedmayer.

My husband, Johann Georg Schiedmayer, inherited the company Schiedmayer and Soehne from his father Gustav Schiedmayer in 1957. Rud. Ibach & Sohn never had any connection whatsoever with this company.

During approximately June 1980, my husband, Georg Schiedmayer, entered into an arrangement with a company called Rud. Ibach & Sohn, regarding the production of Schiedmayer pianos. I am unable to locate any copy of any written agreement, but I am generally familiar with the arrangement that was made.

Rud. Ibach & Sohn, under the terms of the agreement, was to manufacture or have manufactured pianos bearing the Schiedmayer trademark, in a cooperation with my husband, Georg Schiedmayer.

~~However, the trademark SCHIEDMAYER was never sold, licensed, assigned or in any way transferred to Rud. Ibach & Sohn.~~

I am personally aware that from almost the start of the joint venture between Georg Schiedmayer and Rud. Ibach & Sohn, there were disagreements, the result of which was that my husband, Georg Schiedmayer, ended his collaboration with Rud. Ibach & Sohn shortly thereafter.

This notwithstanding, at some time in the 1990's, Rud. Ibach & Sohn nevertheless started a cooperation with the Kawai Company and some pianos were manufactured by Kawai under a false SCHIEDMAYER trademark. These sales continued for a short period of time and were then discontinued. Kawai never obtained any right or license or assignment of any type of the SCHIEDMAYER trademark which was at all times retained and never licensed, assigned or otherwise transferred.

During this time period referred to above, Schiedmayer Celesta's were being manufactured and sold throughout the world, including the United States, by Schiedmayer Celesta GmbH. The celestas having been built first in 1890 by Schiedmayer Pianofortefabrik which also manufactured pianos and harmoniums.

I inherited this company as well as the Schiedmayer & Soehne GmbH & Co. KG from my husband and I founded Schiedmayer Celesta GmbH in 1995.

Therefore, there was never any interruption of the sale of Schiedmayer musical keyboard instruments from the year 1735 to date.

Attached hereto as Exhibit "A" is a copy of a handwritten entry for the sale of a Celesta on September 5, 1938 to a company located in Pittsburgh, Pennsylvania.

Attached as Exhibit "B" is a translation thereof. This represents the earliest date upon which I can locate the sale of a Schiedmayer marked Celesta in commerce in the United States, however, I am aware that Celesta's continued to be sold thereafter in the United States on a continuous basis.

I herewith state that I had no knowledge whatsoever of any trademark registration owned by any other party, including, with particularity, U.S. Registration No. 3,340,759 until such time as I cause to be filed a U.S. trademark application for my trademark SCHIEDMAYER and the said conflicting registration No. 3,340,759 was raised by the United States Patent and Trademark Office as a bar.

Promptly thereafter, I authorized the institution of a Petition for Cancellation of the conflicting registration.

In the year 2002, I attempted to register the domain name Schiedmayer and learned for the first time that a conflicting domain name had already been registered.

In August of 2002 I telephoned a person whom I believed to be Glenn Treibitz in order to complain that my name had been improperly appropriated as a domain name and that I was entitled to it. I introduced myself as Elianne Schiedmayer, owner of Schiedmayer Celesta GmbH. There is no question therefore that after my telephone call in August 2002, Glenn Treibitz was fully aware of the manufacture and sale of the Celesta, which is defacto a piano, in the United States.

Finally, let me state in my own words, the following:

I am a Schiedmayer. I am proud to be a Schiedmayer and I am particularly proud to be the current holder of the Schiedmayer name which has represented the highest degree of excellence and musical keyboard instruments, including pianos and celestas for almost 300 years. The 9th consecutive Schiedmayer generation, Knut Schiedmayer is currently our managing director.

The sale of cheap 'no name' pianos manufactured in China and Indonesia under the great name Schiedmayer diminishes and violates the fame and reputation of my name and the name of my company and one of the great names in musical keyboard instruments having been first manufactured and continuously sold around the world since 1735.

I hereby declare that all statements made herein of my own knowledge are true and that all statements on information and belief are believed to be true; and further that those statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application or any trademark issued thereon.

Dated: 9/11/2018


ELIANNE SCHIEDMAYER

EXHIBIT "A"

1938

516	2/9	<p>✓ 1-28866 mit Flugzeug - gut erhalten im T. Journal, Paul Baranitzky Korbens, R. f. Schrift + 812 Blatt von demselben Schrift. 51/2 cm, 1939. 6 cm mit demselben + 1/2 Blatt vom 1. Blatt (225 Blatt Schrift) + 1/2 Blatt Behälter von demselben. Leo Sall, Leipzig</p>	3750	03092	29	19	12	<p>✓ 1-10415, 411 2 Blätter gut erhalten mit demselben</p>
517	7/9	<p>✓ 1-28866 mit Flugzeug 50 Bl. a = 880 für Dringlichkeit - Dringlich Leipzig Volkswirtschaftliche Zeitschr. Dringlich 28866</p>	19042	63021	30	22	16	<p>✓ 1-10415, 411 gut erhalten mit demselben</p>
518	12/9	<p>✓ 1-1571 / 1/2 Bl. 26 Blätter von demselben (von demselben) 2 Blätter, 2 Blätter von demselben mit demselben Leipzig Beutel (Dringlich) Dringlich - Dringlich</p>	3637	62429	19	25	19	<p>✓ 1-10415, 411 gut erhalten mit demselben</p>

EXHIBIT "B"

517	5. September 1938	1-Klangcelesta 5 Oktaven A=880	German
		für Symphonie Orchester	
		eilig !	
		Volkswein Brothers Inc.	
		Pittsburg USA	
517	Sept. 5th 1938	1-Klangcelesta 5 octaves A=880	English
		for Symphony Orchestra	
		urgent !	
		Volkswein Brothers Inc.	
		Pittsburgh USA	
<i>Schiedmayer Pianofortefabrik, Stuttgart_March 1930 - December 1946</i>			

August 7, 2018

DECLARATION

The undersigned, Dana Scruggs, having an office at 8902 Otis Avenue, Suite 225A, Indianapolis, Indiana 46216, hereby states that she is well acquainted with both the English and German languages and that the attached is a true translation to the best of her knowledge and ability of the German document.

The undersigned further declares that the above statement is true; and further, that this statement was made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or document or any patent resulting therefrom.



Dana Scruggs

UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL & APPEAL BOARD

Schiedmayer Celesta GmbH,)
)
 Petitioner,)
)
 v)
)
 Piano Factory Group, Inc. and)
 Sweet 16 Musical Properties, Inc.)
)
 Respondents.)
 _____)

Cancellation No. 92/061,215
Reg. No.: 3,340,759
Mark: SCHIEDMAYER

**NOTICE OF FILING OF REBUTTAL DECLARATION
OF MICHAEL FLOYMAYR**

This will confirm that the Rebuttal Declaration of Michael Floymayr was today filed and served in the captioned proceeding.

Respectfully submitted,

/Michael J. Striker/

Michael J. Striker
Attorney for Petitioner
Reg. No.: 27233
Collard & Roe, PC
1077 Northern Blvd.
Roslyn, New York 11576
Striker@collardroe.com

CERTIFICATE OF SERVICE

It is hereby certified that a true and complete copy of the attached document was served upon counsel for the Respondents at his email address of record:

adam@iptech.law

This ⁹ day of October, 2018.

/Michael J. Striker/
Michael J. Striker

DECLARATION

The undersigned, Michael Floymayr, herewith states the following:

I am a German registered patent attorney having an office in Magstadt, Germany.

During June 2018, I conducted a search for any trademark registration or application which may have been owned by Rud. Ibach & Sohne or any company having the name Ibach therein.

A copy of my search results are attached hereto as Exhibit "A".

I herewith state that according to my search no company bearing the name Ibach ever obtained any rights to the trademark SCHIEDMAYER in Germany, either by original filing, by assignment or any other transfer.

I hereby declare that all statements made herein of my own knowledge are true and that all statements on information and belief are believed to be true; and further that those statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title

18 of the United States Code, and that such willful false statements may jeopardize the validity of the application or any trademark issued thereon.

Dated: 08/01/18

Michael Floymayr
MICHAEL FLOYMAYR

EXHIBIT "A"

Result








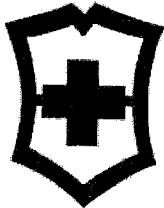
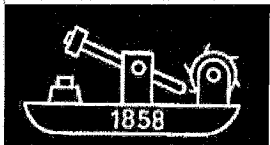
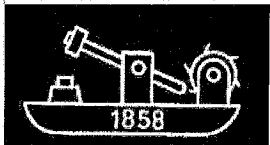
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Result list: 108 result/s Download result list ([CSV](#), [XLS](#))

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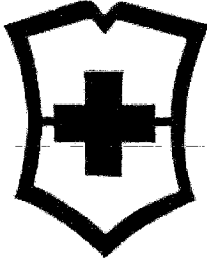




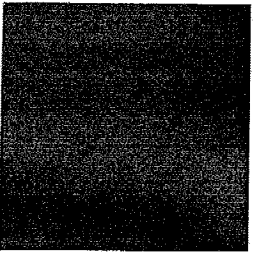
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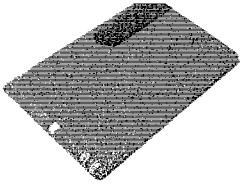
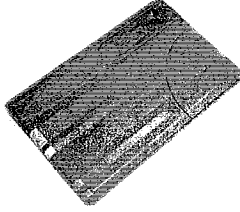

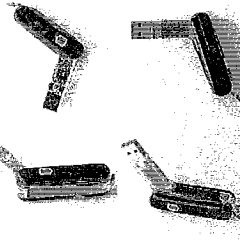
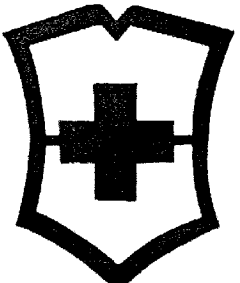
Page 1 of 3 | Display [< < > >]

No.	Date file	File number/Register number ▲	Reproduction of the trade mark	Class(es) Nice	Status of file	Application date	Applicant/Proprietor
1	DE	114628	9b  114628 K 10433	8	Trade mark cancelled	Dec 10, 1908	Ibach, Peter, Dipl.-Ing., 42857 Remscheid, DE
2	DE	555742	Neuropa	8	File destroyed	May 11, 1953	Ulrich Ibach, 42855 Remscheid, DE
3	DE	902670	8  902 670* J 18445	8, 7	File destroyed	Nov 11, 1972	Fritz Ibach GmbH, 42855 Remscheid, DE
4	DE	906509	 906 509	8, 7, 9	File destroyed	Mar 10, 1972	Fritz Ibach GmbH, 42855 Remscheid, DE
5	DE	913706	7  913 706 K 26958	7	File destroyed	Jun 8, 1972	Ibach, Peter, Dipl.-Ing., 42857 Remscheid, DE
6	DE	950214	15  950 214* J 12591	15, 20	Trade mark registered	Apr 15, 1976	Rud. Ibach Sohn GmbH & Co. KG, 56332 Schwelm, DE
7	DE	967552	15  967 552* J 10608-15 We	15, 20	Trade mark registered	Nov 10, 1977	RUD. IBACH SOHN GmbH & Co. KG, 40221 Düsseldorf, DE
8	DE	1071358	7  1 071 358 M 30787/7 We	7	File destroyed	Oct 20, 1983	Ibach, Peter, Dipl.-Ing., 42857 Remscheid, DE
9	DE	1170761	18  1 170 761 S 40177/18 We	18, 9, 11, 14, 16, 25, 30, 34	File destroyed	Feb 1, 1990	VICTORINOX AG, Ibach-Schwyz, CH
10	DE	1182474	WIGRA	19	File destroyed	Aug 29, 1990	IBACH Steinkonservierungen GmbH & Co. KG, 96120 Bischberg, DE
11	DE	2001648	IBACH	37, 42	File destroyed	Oct 20, 1990	Ibach Steinkonservierung GmbH & Co. KG, 96120 Bischberg, DE
12	DE	2043727	IBACH-Volltr�nkung	37	File destroyed	Oct 21, 1992	IBACH Steinkonservierungen GmbH & Co. KG, 96120 Bischberg, DE
13	DE	DD639678	 DD 639 678	8, 7	File destroyed	Mar 27, 1973	Ibach, Peter, Dipl.-Ing., 42857 Remscheid, DE
14	DE	DD653592	9, 14, 16, 25  DD 653 592	9, 14, 16, 25	Trade mark cancelled	Oct 2, 1990	VICTORINOX AG, Ibach-Schwyz, CH



15	DE	<u>395047382</u>	HOTZENBLITZ	12	Trade mark cancelled	Feb 3, 1995	Hotzenblitz Mobile GmbH & Co. KG I.K., 79837 Ibach, DE
16	DE	<u>395047390</u>		12	File destroyed	Feb 3, 1995	Hotzenblitz Mobile GmbH & Co. KG I.K., 79837 Ibach, DE
17	DE	<u>395197899</u>	 'ADSUM - ICH BIN BERETT' e.V. Internationales Hilfswerk für notleidende Familien	45, 36, 39	Trade mark registered	Jun 17, 1995	Adsum - Ich Bin Bereit e.V. Internationales Hilfswerk für notleidende Familien, 79837 Ibach, DE
18	DE	<u>397208863</u>	faktorM.	35, 39, 41	Trade mark registered	May 7, 1997	Engels, Karin Gabriele, 80636 München, DE; Ibach-Graß, Petra Elisabeth, 85625 Glonn, DE
19	DE	<u>397302584</u>		8	Trade mark registered	Jun 30, 1997	Victorinox AG, Ibach, CH
20	DE	<u>398514755</u>	ROYALE	15	File destroyed	Sep 8, 1998	Rud. Ibach & Sohn GmbH, 58332 Schwelm, DE
21	DE	<u>398574243</u>	 DER REINSTE URQUELL Urselles und Gurgelgülden der Natur. Keinleines unserer Leben im Dies- und Jenseits.	16, 3, 35	Trade mark registered	Oct 6, 1998	Bertschinger Eicke, Erika, 79837 Ibach, DE; Bertschinger Eicke, Eberhard, 79837 Ibach, DE
22	DE	<u>398577846</u>	 ORDEN FIAT LUX	16, 14, 35	Trade mark registered	Oct 8, 1998	Bertschinger Eicke, Erika, 79837 Ibach, DE; Bertschinger Eicke, Eberhard, 79837 Ibach, DE
23	DE	<u>300271743</u>	URIELLA	16, 9, 35	Trade mark registered	Apr 7, 2000	Bertschinger Eicke, Erika, 79837 Ibach, DE
24	DE	<u>300271751</u>	ICORDO	16, 9, 35	Trade mark registered	Apr 7, 2000	Bertschinger Eicke, Eberhard, 79837 Ibach, DE
25	DE	<u>300271778</u>	FIAT LUX	16, 9, 35	Trade mark registered	Apr 7, 2000	Bertschinger Eicke, Erika, 79837 Ibach, DE; Bertschinger Eicke, Eberhard, 79837 Ibach, DE
26	DE	<u>300271786</u>	 ORDEN FIAT LUX	9	File destroyed	Apr 7, 2000	Bertschinger Eicke, Erika, 79837 Ibach, DE; Bertschinger Eicke, Eberhard, 79837 Ibach, DE
27	DE	<u>300271816</u>	FIAT LUX	16, 9, 35	File destroyed	Apr 7, 2000	Bertschinger Eicke, Erika, 79837 Ibach, DE; Bertschinger Eicke, Eberhard, 79837 Ibach, DE
28	DE	<u>300271824</u>	Hinweis: eine grafische Wiedergabe der Marke ist elektronisch nicht vorhanden	9	File destroyed	Apr 7, 2000	Bertschinger Eicke, Erika, 79837 Ibach, DE; Bertschinger Eicke, Eberhard, 79837 Ibach, DE
29	DE	<u>300271832</u>	URIELLA	16, 9, 35	File destroyed	Apr 7, 2000	Bertschinger Eicke, Erika, 79837 Ibach, DE
30	DE	<u>300458479</u>	Wave.	9, 16, 42	File destroyed	Jun 19, 2000	Zwiener-Ibach, Michaela, 14612 Falkensee, DE
31	DE	<u>300829125</u>		42	File destroyed	Nov 10, 2000	Reick, Wolfgang, Dr., 45481 Mülheim, DE; Dienwiebel, Ingo, Dr., 58454 Witten, DE; Ibach, Andreas, Prof.Dr., 45549 Sprachhövel, DE; Pohl, Michael, Prof.Dr., 44799 Bochum, DE

32	DE	301316457	FIAT LUX ORDEN	16, 9, 35	Trade mark registered	May 19, 2001	Bertschinger Eicke, Erika, 79837 Ibach , DE
33	DE	302103201	Treffpunkt Zukunft	12, 42	File destroyed	Feb 27, 2002	Treffpunkt Zukunft Fahrzeuge & Technologie GmbH & Co. KG, 79837 Ibach , DE
34	DE	302359273		21	File destroyed	Jul 24, 2002	Victorinox AG, Ibach , CH
35	DE	304333514	Hinweis: eine grafische Wiedergabe der Marke ist nicht elektronisch vorhanden	2, 39	File destroyed	Jun 9, 2004	Ibach , André, 59425 Unna, DE
36	DE	304610240	Hinweis: eine grafische Wiedergabe der Marke ist nicht elektronisch vorhanden	39, 2	File destroyed	Oct 26, 2004	Ibach , André, 59425 Unna, DE
37	DE	306584840	Ibach-Haus	35, 19, 41, 43	Trade mark cancelled	Sep 21, 2006	Rud. Ibach Sohn GmbH & Co. KG, 58332 Schwelm, DE
38	DE	3020090100098		37, 42	Trade mark not registered	May 4, 2009	Ibach Bau GmbH & Co. KG, 78628 Rottweil, DE
39	DE	3020090169195		37, 19, 36, 42	Trade mark registered	May 15, 2009	Ibach Bau GmbH & Co. KG, 78628 Rottweil, DE
40	DE	3020162238384	Südschwarzwald Immobilien	36, 35, 37	Trade mark not registered	Aug 22, 2016	Frohne, Georg Heinrich, 79037 Ibach , DE
41	DE	3020181015220		15, 20, 37	Trade mark registered, opposition period is running	Feb 8, 2018	RUD. IBACH SOHN GmbH & Co. KG, 40221 Düsseldorf, DE
42	DE	3020182009372	YES WE SCANI	41, 40, 42	Trade mark not registered	Jan 10, 2018	Ibach , Andre, 59423 Unna, DE
43	EM	001029024	Ibach	15, 20	Registered	Dec 28, 1990	Rud. Ibach Sohn GmbH & Co. KG, 40221, Düsseldorf, DE
44	EM	001512102		41, 42	Registered	Feb 17, 2000	Prävent GmbH, 6438, Ibach , CH
45	EM	001523067	ASLAN	41, 42	Registered	Feb 23, 2000	Prävent GmbH, 6438, Ibach , CH
46	EM	002087005		8	Registered	Feb 13, 2001	Victorinox AG, 6438, Ibach -Schwyz, CH
47	EM	002176808		8, 8, 14, 20	Registered	Apr 11, 2001	Victorinox AG, 6438, Ibach -Schwyz, CH

							
48	EM	<u>002176931</u>		6, 8, 14, 20	Registered	Apr 11, 2001	Victorinox AG, 6438, Ibach-Schwyz, CH
							
49	EM	<u>004312047</u>		8, 9, 11, 14, 16, 18, 20, 21, 34	Registration cancelled	Mar 24, 2005	Victorinox AG, 6438, Ibach-Schwyz, CH
50	EM	<u>004686366</u>		8, 9, 11, 14, 16, 21, 25	Registered	Oct 14, 2005	Victorinox AG, 6438, Ibach-Schwyz, CH

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Result

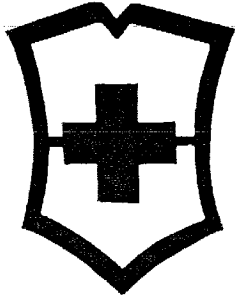
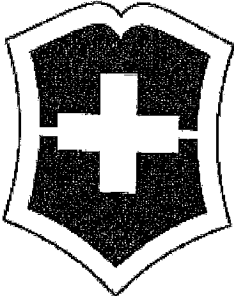


Search request: (inh="ibach" oder anm="ibach") and (DB=DE or DB=EM or DB=IR)

Result list: 108 result/s Download result list ([CSV](#), [XLS](#))

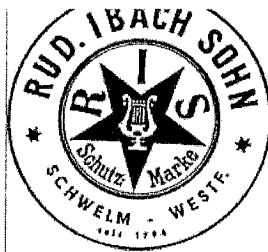
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No.	Selection	Data file	File number/ Register number ^A	Reproduction of the trade mark	Class(es) Nice	Status of file	Application date	Applicant/Proprietor
51	<input type="checkbox"/>	EM	005136304		3	Registered	May 26, 2006	Victorinox AG, 6438, Ibach -Schwyz, CH
52	<input type="checkbox"/>	EM	005387816	conMonuments	19, 37, 42	Registration expired	Oct 4, 2006	IBACH Steinkonservierung GmbH & Co. KG, 96110, Scheßlitz, DE
53	<input type="checkbox"/>	EM	006660484	SWISS UNLIMITED	3	Registered	Feb 4, 2008	Victorinox Swiss Army Fragrance AG, 6438, Ibach , CH
54	<input type="checkbox"/>	EM	006829931	VICTORINOX SWISS UNLIMITED	3	Registered	Apr 14, 2008	Victorinox Swiss Army Fragrance AG, 6438, Ibach , CH
55	<input type="checkbox"/>	EM	008351488	PRESENTATION MASTER	8, 9	Registered	Jun 9, 2009	Victorinox AG, 6438, Ibach -Schwyz, CH
56	<input type="checkbox"/>	EM	012512604		30	Registered	Jan 17, 2014	Victorinox AG, 6438, Ibach -Schwyz, CH
57	<input type="checkbox"/>	EM	013879002	Rud. Ibach Sohn	15, 20, 37	Registered	Mar 26, 2015	Rud. Ibach Sohn GmbH & Co. KG, 40221, Düsseldorf, DE
58	<input type="checkbox"/>	EM	017788282	Ibach	15, 37	Registered	Feb 8, 2018	Rud. Ibach Sohn GmbH & Co. KG, 40221, Düsseldorf, DE
59	<input type="checkbox"/>	EM	017788902		15, 20	Application published	Feb 8, 2018	Rud. Ibach Sohn GmbH & Co. KG, 40221, Düsseldorf, DE
60	<input type="checkbox"/>	IR	312256		8		Apr 21, 1966	VICTORINOX AG, Schmiedgasse 57 CH-6438 Ibach , CH
61	<input type="checkbox"/>	IR	321780	VICTORINOX	8		Sep 26, 1966	VICTORINOX AG, Schmiedgasse 57 CH-6438 Ibach , CH
62	<input type="checkbox"/>	IR	321781	VICTORIA			Sep 26, 1966	VICTORINOX AG, Schmiedgasse 57 CH-6438 Ibach , CH
63	<input type="checkbox"/>	IR	407943	SONOS	19, 20, 28		Apr 30, 1974	Hugo Karl Flecklin, Muotastrasse 71 CH-6400 Ibach , CH

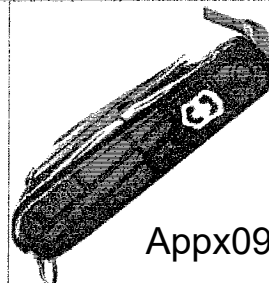
Appx0900




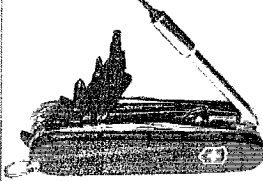
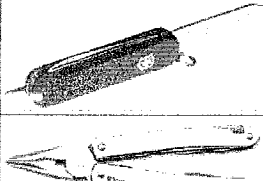
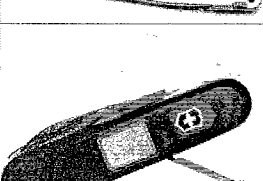

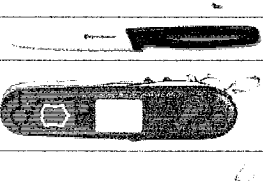
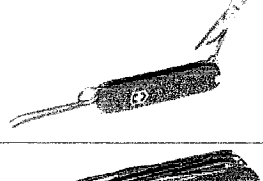
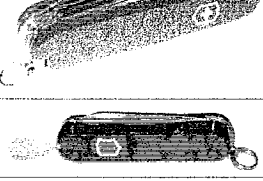
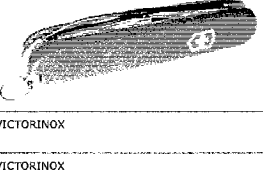
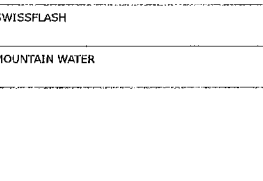
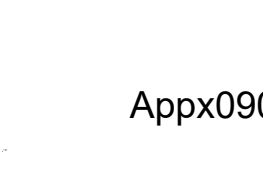
65	IR	<u>472944</u>		8		Oct 12, 1982	VICTORINOX AG, Schmiedgasse 57 CH-6438 Ibach , CH
66	IR	<u>486982</u>	FIBROX	8		Jul 12, 1984	VICTORINOX AG, Schmiedgasse 57 CH-6438 Ibach , CH
67	IR	<u>491639</u>	CHAMPION	8		Feb 6, 2015	Victorinox AG, Schmiedgasse 57 CH-6438 Ibach , CH
68	IR	<u>493598</u>	SWISSCHAMP	8, 21		Apr 26, 1985Apr 27, 2015Feb 29, 2016	Victorinox AG, Schmiedgasse 57 CH-6438 Ibach , CH
69	IR	<u>518935</u>	VICTAN	8		Nov 26, 1987	VICTORINOX AG, Schmiedgasse 57 CH-6438 Ibach , CH
70	IR	<u>530912</u>	ROCKNIFE	8		Nov 10, 1988	VICTORINOX AG, Schmiedgasse 57 CH-6438 Ibach , CH
71	IR	<u>550118</u>		8		Feb 15, 1990	VICTORINOX AG, Schmiedgasse 57 CH-6438 Ibach , CH
72	IR	<u>607534</u>		14		Aug 25, 1993	Victorinox Swiss Army Watch AG, Schmiedgasse 57 CH-6438 Ibach , CH
73	IR	<u>621967</u>		14		Jun 27, 1994	Victorinox Swiss Army Watch AG, Schmiedgasse 57 CH-6438 Ibach , CH
74	IR	<u>642042</u>	SWISS NAVY	14, 16, 34		Aug 10, 1995Feb 20, 1997	Victorinox Swiss Army Watch AG, Schmiedgasse 57 CH-6438 Ibach , CH
75	IR	<u>642676</u>	VICTORINOX	14		Aug 4, 1995	VICTORINOX AG, Schmiedgasse 57 CH-6438 Ibach , CH
76	IR	<u>643678</u>	SWISS RAID COMMANDO	14		Sep 20, 1995	Victorinox Swiss Army Watch AG, Schmiedgasse 57 CH-6438 Ibach , CH
77	IR	<u>658446</u>	SAW	8, 14, 16		May 29, 1996	Victorinox Swiss Army Watch AG, Schmiedgasse 57 CH-6438 Ibach , CH
78	IR	<u>701932</u>	SWISSCARD	8, 20, 21		Oct 16, 1998	Victorinox AG, Schmiedgasse 57 CH-6438 Ibach , CH
79	IR	<u>726728</u>	CYBER TOOL	8		Jan 24, 2000	Victorinox AG, Schmiedgasse 57 CH-6438 Ibach -Schwyz, CH
80	IR	<u>763928</u>	VICTORINOX	8, 9, 14, 16, 21, 25		Jun 21, 2001Jun 22, 2011	Victorinox AG, Schmiedgasse 57 CH-6438 Ibach , CH
81	IR	<u>780852</u>	SWISSFLAME	8, 11, 34		May 27, 2002	Victorinox AG, Schmiedgasse 57 CH-6438 Ibach -Schwyz, CH
82	IR	<u>780853</u>	CAMPFLAME	8, 11, 34		May 27, 2002	Victorinox AG, Schmiedgasse 57 CH-6438 Ibach -Schwyz, CH
83	IR	<u>794401</u>	VOYAGER	8, 14		Dec 12, 2002	Victorinox AG, Schmiedgasse 57 CH-6438 Ibach , CH
84	IR	<u>823883</u>		8, 9, 11, 14, 16, 18, 20, 21, 34		Dec 9, 2003	Victorinox AG, Schmiedgasse 57 CH-6438 Ibach , CH



SWISS ARMY



Appx0901

					20, 21, 34			Ibach, CH
86	<input type="checkbox"/>	JR	823885		8, 9, 11, 14, 16, 18, 20, 21, 34		Dec 9, 2003	Victorinox AG, Schmiedgasse 57 CH-6438 Ibach, CH
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88	<input type="checkbox"/>	JR	823887		8, 9, 11, 14, 16, 18, 20, 21, 34		Dec 9, 2003	Victorinox AG, Schmiedgasse 57 CH-6438 Ibach, CH
89	<input type="checkbox"/>	JR	823888		8, 9, 11, 14, 16, 18, 20, 21, 34		Dec 9, 2003	Victorinox AG, Schmiedgasse 57 CH-6438 Ibach, CH
90	<input type="checkbox"/>	JR	823889		8, 9, 11, 14, 16, 18, 20, 21, 34		Dec 9, 2003	Victorinox AG, Schmiedgasse 57 CH-6438 Ibach, CH
91	<input type="checkbox"/>	JR	824827		8, 16, 20		Dec 9, 2003	Victorinox AG, Schmiedgasse 57 CH-6438 Ibach, CH
92	<input type="checkbox"/>	JR	825844		8, 9, 11, 14, 16, 18, 20, 21, 34		Dec 1, 2003	Victorinox AG, Schmiedgasse 57 CH-6438 Ibach, CH
93	<input type="checkbox"/>	JR	825845		8, 9, 11, 14, 16, 18, 20, 21, 34		Dec 1, 2003	Victorinox AG, Schmiedgasse 57 CH-6438 Ibach, CH
94	<input type="checkbox"/>	JR	825846		8, 9, 11, 14, 16, 18, 20, 21, 34		Dec 1, 2003	Victorinox AG, Schmiedgasse 57 CH-6438 Ibach, CH
95	<input type="checkbox"/>	JR	825847		8, 9, 11, 14, 16, 18, 20, 21, 34		Dec 1, 2003	Victorinox AG, Schmiedgasse 57 CH-6438 Ibach, CH
96	<input type="checkbox"/>	JR	837343		8, 9, 11, 14, 16, 18, 20, 21, 34		Dec 1, 2003	Victorinox AG, Schmiedgasse 57 CH-6438 Ibach, CH
97	<input type="checkbox"/>	JR	876852	VICTORINOX	9, 11		Dec 1, 2005	Victorinox AG, Schmiedgasse 57 CH-6438 Ibach-Schwyz, CH
98	<input type="checkbox"/>	JR	895858	VICTORINOX	3		Aug 15, 2006	Victorinox AG, Schmiedgasse 57 CH-6438 Ibach-Schwyz, CH
99	<input type="checkbox"/>	JR	952806	SWISSFLASH	8		Dec 17, 2007	Victorinox AG, Schmiedgasse 57 CH-6438 Ibach-Schwyz, CH
100	<input type="checkbox"/>	JR	954895	MOUNTAIN WATER	3		Feb 1, 2008	Victorinox Swiss Army Fragrance AG, Schmiedgasse 57 CH-6438 Ibach, CH

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Result


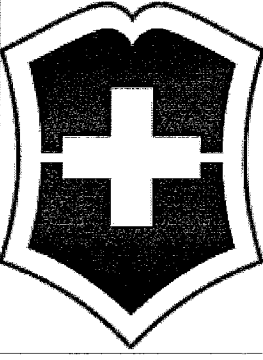
Search request: (inh="ibach" oder anm="ibach") and (DB=DE or DB=EM or DB=IR)

Result list: 108 result/s Download result list ([CSV](#), [XLS](#))

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No.	<input type="checkbox"/> Selection	Data file	File number/ Register number ▲	Reproduction of the trade mark	Class(es) Nice	Status of file	Application date	Applicant/ Proprietor
101	<input type="checkbox"/>	IR	972226	SWISS KNIFE VALLEY	8, 35, 39, 41, 42, 43		Apr 16, 2006	Swiss Knife Valley AG, Gotthardstrasse 10 CH-6438 Ibach-Schwyz , CH
102	<input type="checkbox"/>	IR	984407	Airboss	14		Oct 23, 2008	Victorinox Swiss Army Watch AG, Schmielegasse 57 CH-6438 Ibach , CH
103	<input type="checkbox"/>	IR	1019944		8		Sep 14, 2009	Victorinox AG, Schmielegasse 57 CH-6438 Ibach , CH
104	<input type="checkbox"/>	IR	1119881	VICTORINOX	30		Apr 27, 2012	Victorinox AG, Schmielegasse 57 CH-6438 Ibach-Schwyz , CH
105	<input type="checkbox"/>	IR	1274866	SPECTRA	18		Oct 22, 2015	Victorinox AG, Schmielegasse 57 CH-6438 Ibach , CH
106	<input type="checkbox"/>	IR	1397839		3, 8, 14, 18, 30		Jan 17, 2018	Victorinox AG, Schmielegasse 57 CH-6438 Ibach , CH
107	<input type="checkbox"/>	IR	1407692	audilis	35		Feb 2, 2018	MULTI-CONCEPT GMBH, Gotthardstrasse 97 CH-6438 Ibach , CH
108	<input type="checkbox"/>	IR	691820A	SWISS ARMY	8		Jun 10, 2016	Victorinox AG, Schmielegasse 57 CH-6438 Ibach-Schwyz , CH

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For more information please see the [Help](#) pages.

Please note that the search field "Reproduction of the trade mark" generally refers to word marks. A phonetic similarity search is not possible.

Information on classifications with list of products: [internationally harmonised classification of goods and Services, Vienna Classification \(PDF\)](#)

Note:

The database query returned no matches.

Search request: (inh="ibach" oder anm="ibach") and (wm="schiedmayer") and (DB=DE or DB=EM or DB=IR)

Tip:

Check your query and optionally use wildcards!

Enter search query	
Data file: <input checked="" type="checkbox"/> German national trade marks <input checked="" type="checkbox"/> European Union trade marks	
International trade marks ?	
Reproduction of the trade mark:	schiedmayer ? e.g. DPMaregister
Register number/ File number:	? e.g. 30705082
Start of opposition period:	? e.g. 17.05.2013
Type of mark:	All types of marks ? e.g. Word/figurative mark
Applicant/Proprietor:	ibach ? e.g. Bundesrepublik
Deutschland	
Class(es) Nice:	or or ? e.g. 9
Class(es) of the figurative elements of marks (Vienna Agreement):	? e.g. 26.13.01
Goods/services:	? e.g. Software

Hide result list configuration		
<input checked="" type="checkbox"/> Data file	<input checked="" type="checkbox"/> File number	<input checked="" type="checkbox"/> Data pool
<input checked="" type="checkbox"/> Reproduction of the trade mark	<input type="checkbox"/> Type of mark	<input type="checkbox"/> Class(es) Nice
<input checked="" type="checkbox"/> Status of file	<input checked="" type="checkbox"/> Application date	<input type="checkbox"/> Date of registration
<input type="checkbox"/> Start of opposition period	<input checked="" type="checkbox"/> Applicant/Proprietor	<input type="checkbox"/> Representative
Result list sorted by <input type="text" value="File number"/> <input type="text" value="ascending"/>		
Results/page <input type="text" value="50"/> Result, maximum <input type="text" value="1000"/>		

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Sent: Thursday, November 9, 2017 11:02 PM
To: adam@iptech.law
Cc: ipdocket@iptech.law
Subject: Official USPTO Notice of Acceptance and Renewal Sections 8 and 9: U.S. Trademark RN 3340759: SCHIEDMAYER: Docket/Reference No. PFG004

U.S. Serial Number: 78157552
U.S. Registration Number: 3340759
U.S. Registration Date: Nov 20, 2007
Mark: SCHIEDMAYER
Owner: SWEET 16 MUSICAL PROPERTIES, INC.

Nov 9, 2017

NOTICE OF ACCEPTANCE UNDER SECTION 8

The declaration of use or excusable nonuse filed for the above-identified registration meets the requirements of Section 8 of the Trademark Act, 15 U.S.C. §1058. **The Section 8 declaration is accepted.**

NOTICE OF REGISTRATION RENEWAL UNDER SECTION 9

The renewal application filed for the above-identified registration meets the requirements of Section 9 of the Trademark Act, 15 U.S.C. §1059. **The registration is renewed.**

The registration will remain in force for the class(es) listed below, unless canceled by an order of the Commissioner for Trademarks or a Federal Court, as long as the requirements for maintaining the registration are fulfilled as they become due.

Class(es):
015

TRADEMARK SPECIALIST
POST-REGISTRATION DIVISION
571-272-9500

REQUIREMENTS FOR MAINTAINING REGISTRATION IN SUCCESSIVE TEN-YEAR PERIODS

WARNING: Your registration will be canceled if you do not file the documents below during the specified statutory time periods.

What and When to File: You must file a declaration of use (or excusable nonuse) **and** an application for renewal between every 9th and 10th-year period, calculated from the registration date. See 15 U.S.C. §§1058, 1059.

Grace Period Filings

The above documents will be considered as timely if filed within six months after the deadlines listed above with the payment of an additional fee.

*****THE USPTO IS NOT REQUIRED TO SEND ANY FURTHER NOTICE OR REMINDER OF THESE REQUIREMENTS. THE OWNER SHOULD CONTACT THE USPTO ONE YEAR BEFORE THE EXPIRATION OF THE TIME PERIODS SHOWN ABOVE TO DETERMINE APPROPRIATE REQUIREMENTS AND FEES.*****

To check the status of this registration, go to https://tsdr.uspto.gov/#caseNumber=78157552&caseSearchType=US_APPLICATION&caseType=SERIAL_NO&searchType=statusSearch or contact the Trademark Assistance Center at 1-800-786-9199.

To view this notice and other documents for this registration on-line, go to https://tsdr.uspto.gov/#caseNumber=78157552&caseSearchType=US_APPLICATION&caseType=SERIAL_NO&searchType=documentSearch NOTE: This notice will only be available on-line the next business day after receipt of this e-mail.

* **For further information, including information on filing and maintenance requirements for U.S. trademark applications and registrations and required fees, please consult the USPTO website at <https://www.uspto.gov/trademark/> or contact the Trademark Assistance Center at 1-800-786-9199.**

From: TMOfficialNotices@USPTO.GOV
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To: adam@patentproblempro.com
Cc: janice@patentproblempro.com ; paul@patentproblempro.com
Subject: Official USPTO Notice of Acceptance/Acknowledgement Sections 8 and 15: U.S. Trademark RN 3340759: SCHIEDMAYER: Docket/Reference No. PFG004

Serial Number: 78157552
Registration Number: 3340759
Registration Date: Nov 20, 2007
Mark: SCHIEDMAYER
Owner: Piano Factory Group

May 6, 2014

NOTICE OF ACCEPTANCE UNDER SECTION 8

The declaration of use or excusable nonuse filed for the above-identified registration meets the requirements of Section 8 of the Trademark Act, 15 U.S.C. §1058. **The Section 8 declaration is accepted.**

NOTICE OF ACKNOWLEDGEMENT UNDER SECTION 15

The declaration of incontestability filed for the above-identified registration meets the requirements of Section 15 of the Trademark Act, 15 U.S.C. §1065. **The Section 15 declaration is acknowledged.**

The registration will remain in force for the class(es) listed below for the remainder of the ten-year period, calculated from the registration date, unless canceled by an order of the Commissioner for Trademarks or a Federal Court.

Class(es):
015

TRADEMARK SPECIALIST
POST-REGISTRATION DIVISION
571-272-9500

REQUIREMENTS FOR MAINTAINING REGISTRATION

WARNING: Your registration will be canceled if you do not file the documents below during the specified time periods.

Requirements in the First Ten Years

What and When to File: You must file a declaration of use (or excusable nonuse) **and** an application for renewal between the 9th and 10th years after the registration date. See 15 U.S.C. §§1058, 1059.

Requirements in Successive Ten-Year Periods

What and When to File: You must file a declaration of use (or excusable nonuse) **and** an application for renewal between every 9th and 10th-year period, calculated from the registration date. See 15 U.S.C. §§1058, 1059.

Grace Period Filings

The above documents will be considered as timely if filed within six months after the deadlines listed above with the payment of an additional fee.

*****The USPTO WILL NOT SEND ANY FURTHER NOTICE OR REMINDER OF THESE REQUIREMENTS. THE REGISTRANT SHOULD CONTACT THE USPTO ONE YEAR BEFORE THE EXPIRATION OF THE TIME PERIODS SHOWN ABOVE TO DETERMINE APPROPRIATE REQUIREMENTS AND FEES.*****

To view this notice and other documents for this application on-line, go to <http://tdr.uspto.gov/search.action?sn=78157552>. NOTE: This notice will only be available on-line the next business day after receipt of this e-mail.

U.S. Patent and Trademark Office (USPTO)

NOTICE OF ALLOWANCE

NOTE: If any data on this notice is incorrect, please fax a request for correction to the Intent to Use Unit at 703-746-3400. Please include the serial number of your application on ALL correspondence with the USPTO.

ISSUE DATE: Sep 14, 2004

FRANK J. MCGUE
10801 N 32ND ST STE 5
PHOENIX AZ 85028

**** IMPORTANT INFORMATION: 6 MONTH DEADLINE ****

You filed the trademark application identified below based upon a bona fide intention to use the mark in commerce. You must use the mark in commerce and file a Statement of Use (a.k.a. Allegation of Use) before the USPTO will register the mark. You have six (6) MONTHS from the ISSUE DATE of this Notice of Allowance (NOA) to file either a Statement of Use, or if you are not yet using the mark in commerce, a Request for Extension of Time to File a Statement of use ("Extension Request"). If you file an extension request, you must continue to file a new request every six months until the Statement of Use is filed. Applicant may file a total of five (5) extension requests. FAILURE TO FILE A REQUIRED DOCUMENT DURING THE APPROPRIATE TIME PERIOD WILL RESULT IN THE ABANDONMENT OF YOUR APPLICATION.

Please note that both the "Statement of Use" and "Extension Request" have many legal requirements including fees. Therefore, we encourage use of the USPTO forms, available online at <http://www.uspto.gov/teas/index.html> (under "File a PRE-registration form"), to avoid the possible omission of important information. Please note that the Trademark Electronic Application System (TEAS) provides line-by-line help instructions for completing the Extension Request or Statement of Use forms online. If you do not have access to the Internet, you may call 1-800-786-9199 to request the printed form(s).

SERIAL NUMBER: 78/157552
MARK: SCHIEDMAYER
OWNER: Piano Factory Group
1033 Hollywood Way
Burbank , CALIFORNIA 91505

Section 1(a): NO

Section 1(b): YES

Section 44(e): NO

GOODS/SERVICES BY INTERNATIONAL CLASS

015 - pianos, namely, upright pianos, grand pianos, and digital pianos

ALL OF THE GOODS/SERVICES IN EACH CLASS ARE LISTED

ADDITIONAL INFORMATION MAY BE PRESENT IN THE USPTO RECORDS

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant: Piano Factory Group)
Serial No.: 78/157,552) Trademark
Filed: August 24, 2002) SCHIEDMAYER
Trademark) Class 15
Attorney: Darlene D. Johnson) Law Office 111

RESPONSE

Commissioner for Trademarks
2900 Crystal Drive
Arlington, VA 22202-3514

Sir:

In the Official Action of September 12, 2003, the Examining Attorney has refused registration under Section 2(a) stating that the mark SCHIEDMAYER may falsely suggest a connection with the pianos previously manufactured by the Schiedmayer family. For reasons given below, applicant respectfully traverses this refusal as being not justified under substantive law.

As a preliminary matter, attached hereto is a POWER OF ATTORNEY AND REVOCATION OF PRIOR POWERS OF ATTORNEY AND CHANGE OF CORRESPONDENCE ADDRESS whereby undersigned counsel is made of record. Please direct all further contacts to same as instructed therein.



03-15-2004

U.S. Patent & TMO/TM Mail Rpt Dt #72

SALIENT FACTS

During the following discussion, the following facts must be kept in mind. Specifically, the Schiedmayer family's piano business was sold in 1980 to IBACH (Attachment to Office Action). The trademark SCHIEDMAYER was subsequently used by Schiedmayer Piano GmbH of Wuppertal, Germany, a subsidiary of Rud Ibach Sohn and was made under license by Kawai Piano of Japan. However, Kawai Piano ceased manufacture of SCHIEDMAYER a few years prior to 2002. (See attached message board report entitled Tuning Pin Size). A search of current Kawai Piano web sites shows no reference to SCHIEDMAYER pianos (see attached page listing current Kawai piano models).

With regard to Schiedmayer Piano GmbH, a web page thereof which was attached to the Office Action, requests for information including current prices and models have gone unanswered (see copy of email as sent). Other web pages relating to this subsidiary on the Rud Ibach Sohn web site are being revised (see attachment of translated web page). Lastly, a comparison of the model numbers listed on the Rud Ibach Sohn web site (attached translated web site pages entitled Upright Pianos made by Rud. Ibach Sohn and Grand Pianos made by Rud. Ibach Sohn) does correlate with the Schiedmayer Piano GmbH model numbers on the attachment to the office action.

Thus, Applicant, on information and belief, avers that no entity is currently manufacturing SCHIEDMAYER pianos. Further, there is no evidence of record showing sales of SCHIEDMAYER pianos in the United States.

RESPONSE

The Examining Attorney has refused registration because the mark allegedly consists of or comprises matter which may falsely suggest a connection with the Schiedmayer Piano Company, 35 USC 1052(a).

However, the record shows that no entity is presently using the mark at issue. Clearly, the abandonment of the mark at issue has been established (Lanham Act, Section 45, 15 U.S.C. §1127). Thus, the Office Action is now asserting a Section 2(a) refusal based on an abandoned mark which is not currently being used by anyone in the United States.

However, the validity of exactly such an assertion has been rejected by the Trademark Trial and Appeal Board as being directly contrary to settled law. In the relevant portion of the opinion, the Board stated:

"Rather than demonstrating that a basis exists for refusing registration to applicant under Section 2(a), what the Examining Attorney has essentially done is assert that applicant's trademarks are likely to cause confusion with the mark that was abandoned more than thirty years ago by the truck company that no longer exists. This is not a proper basis for refusing registration. Under the Examining Attorney's reasoning, a trademark that was once used and recognized as such, but has since been abandoned, could never be adopted, used and registered by another entity until all memory of the original owner had been lost by the relevant purchasing public. It is well settled, however, that after a mark has become abandoned, if it is then adopted by an entity unrelated to the original owner, the rights to the mark vest with the first to adopt and use it, providing that the new user takes precautions to prevent confusion. " In re Wielinski, 49 USPQ2d 1754, 1758 (TTAB 1998).

The present facts are directly on point with the Board's analysis in the In re Wielinski case. The cited case involved two applications to register marks previously used but now abandoned for about thirty years despite a fan base of old truck aficionados. The Board overturned a Section 2(a) rejection grounded in the abandoned mark which denied registration of said marks by an unrelated third party.

Additionally, the cases cited in the Office Action are all easily distinguishable from the present application by another fact, namely, that no entity has manufactured SCHIEDMAYER pianos since 1980. In all the cited cases, the allegedly infringed name or identity actually was being used at the time of the case by some specific identifiable entity.

In University of Notre Dame du Lac v. J.C. Gourmet Food Imports Co., 217 USPQ 505 (Fed. Cir. 1983) the rights at issue were asserted by the University of Notre Dame in South Bend, Indiana which is still in operation. In University of Alabama v. BAMA-Werke Curt Baumann, 231 USPQ 408 (TTAB 1986), the rights were asserted by the University of Alabama which is currently in operation. In In re Cotter & Co., 228 USPQ 202 (TTAB 1985) the rights involved belonged to the U.S. Military Academy which is currently in operation at West Point. In Buffett v. Chi-Chi's, Inc., 226 USPQ 428 (TTAB 1985) the rights were asserted by Jimmy Buffett who still sings a song entitled MARGARITAVILLE.

In contrast, there is no one currently extant who is entitled to assert a property right or a right of publicity for the mark SCHIEDMAYER on pianos. Assertion of a §2(a) rejection of the basis of a defunct company is improper as "A juristic person's rights under 2(a) are extinguished when the juristic person ceases to exist." In re Wielinski, 49 USPQ2d 1754 (TTAB 1998), quoted in TMEP 1203.03(a). Rud. Ibach Sohn is apparently no longer making SCHIEDMAYER pianos.

Note that such an entity is necessary to assert a §2(a) rejection even for a deceased natural person. TMEP 1203.03(a). See Lucien Piccard Watch Co. V. Since 1868 Crescent Corp., 165 USPQ 459 (S.D.N.Y. 1970) (The court rejected defendant's challenge the validity of plaintiff's trademark registrations on the basis of a §2(a) false connection with Leonardo Da Vinci for the mark DA VINCI) and In re Wielinski, 49 USPQ2d 1754, 1758 (TTAB 1998) ("A natural person's right to the use of a designation which points uniquely to his or her persona may not be protected under Section 2(a) after his or her death unless heirs or other successors are entitled to assert that right").

As the Board stated in the latter case with regard to a juristic person:

“There could be someone who stands in the shoes of the former truck company, but this record does not establish who that might be. In any event, it is not up to the Examining Attorney to assert whatever rights such an unknown entity might possess. This is one of the purposes of the opposition procedure”. In re Wielinski, 49 USPQ2d 1754, 1758 (TTAB 1998).

Attached to the Office Action was a copy of a web site page from Schiedmayer Pianos GmbH. However, three additional pages attached hereto from related sites indicate that no one is currently manufacturing SCHIEDMAYER pianos or selling same in the United States. Thus, there is nothing in the current record establishing the existence of a viable entity, whether a natural or juristic person, able to assert rights to the mark today.

As further evidence, the piano manufacturing industry has a long established tradition of the revival of famous old trademarks by new, unrelated companies. Some examples of revived marks (copies of registrations¹ are attached) are:

- 1) WINTER, originally owned by Winter & Company which went out of business in 1982, revived by Sherman, Clay & Co. who now owns Reg. No. 2,754,085;
- 2) BRAMBACH, originally owned by Brambach Piano Company, merged with Kohler & Campbell which went out of business in 1983, revived by Sherman, Clay & Co. who now owns Reg. No. 2,710,079;
- 3) HENRY F. MILLER, originally owned by Henry F. Miller, revived by Sherman, Clay & Co. who now own Reg. Nos. 2,557,063 and 2,384,260;
- 4) HARDMAN, originally owned by Hardman Music Company which went out of business in 1982, revived by North American Music, Inc. who now owns Reg. No. 2,486,870; and
- 5) HALLET, DAVIS & CO., originally owned by a company of that name, last made in 1957, revived by North American Music, Inc. who now owns Reg. No. 2,417,440.

¹To make registrations of record, soft copies of .. the complete electronic equivalent (i.e., printouts of the registrations taken from the electronic search records of the United States Patent and Trademark Office) must be submitted. TMEP 710.03.

Thus, the relevant public, namely, purchasers of pianos, is well aware of the practices of the industry regarding the revival of old, famous name piano manufacturers. By these means, these famous old names are kept alive for future generations.

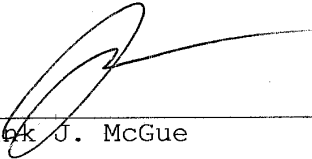
For reasons set forth above, applicant avers that the mark SCHIEDMAYER does not falsely suggest a connection with the now defunct Schiedmayer Piano Company or its successors in interest and respectfully requests withdrawal of the rejection of same under 15 U.S.C. §1052(a).

For the foregoing reasons, applicant believes its application is in condition for allowance and an early passage to publication is respectfully solicited.

Respectfully submitted,

Date: March 12, 2004

By

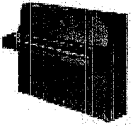



Frank J. McGue


10801 N. 32nd Street
Suite 5
Phoenix, AZ 85028
(602) 494-0311


Upright pianos made by
RUD. IBACH SOHN
 est. 1794

Please click the thumbnail-pictures

<p>B - 114 Modern</p>	
<p>black or white polished</p>	
<p>optional: school equipment (castors, two locks) Hight: 114 cm, Width: 144 cm, Depths: 59 cm, Weight: 200 kg [dimensions]</p>	

<p>B - 114 Classic</p>	
<p>black polished</p>	
<p>Hight: 114 cm, Width: 146 cm, Depths: 58 cm, Weight: 200 kg [dimensions]</p>	

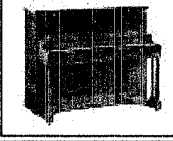
<p>B - 114 Tradition</p>	
<p>black or white polished</p>	
<p>walnut, mahogany or cherry polished</p>	
<p>beech, alder or oak open grain</p>	
<p>maple or cherry open grain</p>	
<p>Hight: 114 cm, Width: 146 cm, Depths: 58 cm, Weight: 200 kg [dimensions]</p>	

<p>C - 118 Elegance</p>	
<p>with castors</p>	
<p>black or white polished</p>	
<p>beech, alder or oak open grain</p>	
<p>maple or cherry open grain</p>	
<p>walnut, burr-walnut, mahogany und cherry polished</p>	
<p>Hight: 118 cm, Width: 145 cm, Depths: 60 cm, Weight: 215 kg [dimensions]</p>	

C - 118 Edition*Design Bruno Paul 1911*

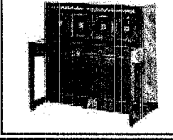
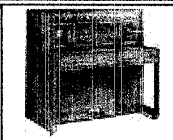
with castors
 black or white polished
 cherry and rosewood with inlay polished
 oak oiled und rosewood open grain

Height: 118 cm, Width: 148 cm, Depths: 59 cm [[dimensions](#)]

**H - 128 Edition***Design Peter Behrens 1905*

with castors
 black polished
 burr-walnut with inlay, polished

Height: 128 cm, Width: 138 cm, Depths: 64 cm [[dimensions](#)]

**L - 132 Tradition**

with castors
 black polished

Height: 132 cm, Width: 151 cm, Depths: 66 cm, Weight: 245 kg [[dimensions](#)]



Prices for other designs, veneers, shade and finish on request.

Accessories for upright and grand pianos (prices on request)

Locks
 hand operated celeste
 3rd pedal

candle-holder for H-128 Edition school-equipment (castors, two locks)
electronic mute-system (TECHNICS)


Pianobenches


STANDARD bench in beech, colour to be matched, open grain
IBACH bench matching to model C-118 edition
 black or white, polished
 or matching oak, cherry or rosewood
IBACH bench, matching to our grand piano models


letzte Änderung: Wed, 29 Oct 2003 11:38:42 UTC
© by Florian Speer


**Grand pianos made by
RUD. IBACH SOHN
est. 1794**


To enlarge the pictures, please click the thumbnails.


<p>Grand piano F - I 165</p>	
<p>black polished</p>	
<p>Length: 165 cm, Width: 143 cm, Weight: 290 kg</p>	


<p>Grand piano F - II 183 TH</p>	
<p>black polished oak black open grain</p>	
<p>Length: 183 cm, Width: 153 cm, Weight: 310 kg</p>	



<p>Grand piano F - II 183 TH Edition 1994</p>	
<p><i>designed by Rud. Ibach Sohn in 1913</i></p>	
<p>details: legs desk</p>	
<p>black polished</p>	
<p>fiddelback-mahogany polished burr walnut tree polished</p>	
<p>Length: 183 cm, Width: 153 cm, Weight: 310 kg</p>	

<p>Grand piano F - II 183 TH Jubilee grand</p>	
<p>black polished</p>	
<p>fiddelback-mahogany polished</p>	
<p>burr walnut tree polished</p>	
<p>Length: 183 cm, Width: 153 cm, Weight: 310 kg</p>	

<p>Grand piano F - III 215 TH</p>	
<p><i>Model "Richard Strauss"</i></p>	
<p>black polished Length: 215 cm, Width: 153 cm, Weight: 370 kg</p>	

<p>Grand piano F - III 215 TH</p>	
<p><i>Model "Richard Strauss"</i> designed by Richard Meier</p>	
<p>Please notice our <i>extra-page</i></p>	

<p>Grand piano F - IV 240 TH</p>	
<p><i>Model "Richard Wagner"</i></p>	
<p>black polished Length: 240 cm, Width: 155 cm, Weight: 430 kg</p>	

<p>Exceptional Wishes ... ?</p>	
<p>Please notice our <i>extra - page</i> of IBACH - editions and extraordinary grands and uprights ! ...no idea is too crazy not to be interesting...please mail us!</p>	
<p>example: grand piano airbrushed, a very individual order by one of our customers (unique).</p>	
<p>example: grand piano, design "CLASSICISM". A special order by one of our customers, hand-made, unique instrument.</p>	

**Every IBACH-Grand Piano is equipped with Duplexscala and Sustenutopedal.
Every model is available by request in other shades, colours, different kinds of
wood and veneer as to your colour sample.**

Additional accessories by request

Lock
School equipment (2 locks, castors)
Electronic mute-system

Pianobenches

STANDARD bench in beech satin with matching colour
IBACH bench in beech with matching wood or colour (adjustable height with stuffed
upholstery)
BEETHOVEN bench, leather upholstery and matching to all F-II 183 TH Edition

Grand pianos of "RUD. IBACH SOHN" are top-class instruments.

letzte Änderung: Wed, 29 Oct 2003 11:33:07 UTC
© by Florian Speer

We revise our Web appearance!

Please you visit our ladengeschaeft in Wuppertal!

Thus you reach us:

<p>SCHIEDMAYER PIANOS GmbH in the PianoCenter Wuppertal</p> <p>Federal avenue 235 - D 42107 Wuppertal Telephone: 0202 - 49 38 610 fax: 0202 - 49 38 611</p> <p>opposite of Cinemaxx and schauspielhaus</p>
<p>Data as per § 6 Teledienstgesetz:</p> <p>Schiedmayer pianos GmbH Federal avenue 235 - D 42107 Wuppertal Email: schiedmayer@wtal.de Management Martin Pueckel/Rolf Ibach Trade register with the district court Wuppertal HR B 9879 USt ID. No. DE 114207327</p>

Tuning Pin Size

John Delacour JD@Pianomaker.co.uk
Thu, 24 Jan 2002 23:02:30 +0000


- Previous message: [Wapin bridge](#)
- Next message: [Moisture control of soundboard wood](#)
- Messages sorted by: [\[date \]](#) [\[thread \]](#) [\[subject \]](#) [\[author \]](#)

At 7:51 AM -0800 1/24/02, David Love wrote:

>John:

>

>Re the tensions on the Schiedmayer. You're right, they were all over the
>place, zigzagging back and forth. When I recalculated the scale it came out
>quite different. What gives with the original idea, do you know?

There were two Schiedmayer factories: Schiedmayer Pianofortefabrik (formerly J. & P. Schiedmayer) and Schiedmayer und Soehne. The history of the family and the relations between the two is probably either interesting or unprintable. I've spoken a couple of times with the last surviving representative who, until a few years ago was having the Schiedmayer uprights and grands made by Kawai - and they were quite nice. By this time the firm was making only celestes but they owned a huge tract of prime land in central Stuttgart. So far as I know, this land has now been sold for a considerable fortune and presumably old Mr. Schiedmayer is retired in great comfort. Both firms were very highly regarded in their day and won all the medals and the royal appointments etc. each victory of the one firm presumably increasing the chagrin of the other. I guess at the family feuds only from the few conversations I've had with Mr S. 

Both firms used very high tensions on the covered strings and the Schiedmayer und Soehne also in the plain wire. I've mentioned this before on the list. There was a craze at one time followed by certain makers for taking the wire to its limits in the quest for more power. I own a S&Soehne overstrung which certainly achieves that end, but I know they could have got as good results with a shorter scale and a different design. Nevertheless they are tremendous pianos. I always rescale the bass to make it more lively but simply make what adjustments I can in the plain wire scale without changing the bridge.

I have only restored one S. Pianofortefabrik and loved it -- even better than the S & Soehne. That was a while ago and I lost the book years ago in which I used to record the scales, so I'm only familiar with the scaling of the bass.

At 7:34 AM -0800 1/24/02, David Love wrote:

>I don't know the metric, but the pins were .276" and .278" respectively. I
>went to a # 2 at .282".

That would be our 7.00 and 7.10 which is to say two and three sizes up from what I'd call the #0

I go 6.75, 6.90, 7.00, 7.10, 7.25, new plank, < back to zero < 7.35. 7.5 etc.

<http://www.ptg.org/pipermail/pianotech/2002-January/101802.html>

3/11/2004

JD

-
- Previous message: [Wapin bridge](#)
 - Next message: [Moisture control of soundboard wood](#)
 - Messages sorted by: [\[date \]](#) [\[thread \]](#) [\[subject \]](#) [\[author \]](#)

Welcome to the official web site for Kawai in the U.S. and Canada

Over 75 years of proven craftsmanship and painstaking research have enabled Kawai to offer the most advanced acoustic and digital pianos available today.

SEARCHING FOR A STAR! - CD RECORDING CONTEST
LEGENDARY PIANO VIRTUOSO EARL WILD NOW KAWAI ARTIST
EARL WILD IN CONCERT

Vari-Touch Pianos

New! Decade Series Music Books for Concert Performer Ensembles

What you should know about buying a used Kawai piano

Visit our new Digital Piano and Artist pages

Articles of Interest

Last update 10/23/03 - Please Refresh

Here at Kawaius.com you will find information about our world-class acoustic pianos and critically-acclaimed digital pianos. Our **Why Kawai** page includes links to our company history and other important resources where you will learn why Kawai is the *world's most advanced piano*. Visit **Kawai News** for links to our Keynotes Newsletter, Articles of Interest, Concert News, Product Reviews and information on our newest products and latest achievements. Our **Download** page offers you FREE patch libraries, sound demos and operating system updates for our electronic products. **Contact Us** opens our doors to your thoughts and ideas. Our **Links** page includes links to music industry resources, Kawai Japan, our foreign subsidiaries and **The Shigeru Kawai Piano Company - Home of the Premier Piano of Japan.**

Welcome to the world of Kawai.

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| [Digital Pianos](#) | [Tech Talk](#) | [Downloads](#) | [Links](#) | [Kawai Artists](#) | [Contact Us](#) |

If you have questions or comments about this web site please contact us here.

© 2003 Kawai America Corporation

Subj: **Schiedmayer pianos**
Date: 3/11/2004
To: schiedmayer@wtal.de <schiedmayer@wtal.de>

Do you have a current price list and dealers in the United States for your pianos? Reply to fjmpatent@aol.com.

Friday, March 12, 2004 America Online: FJMPATENT

Appx0927

To: Piano Factory Group (jalumit@tmlawoffices.com)
Subject: TRADEMARK APPLICATION NO. 78157552 - SCHIEDMAYER - N/A
Sent: 9/12/03 5:00:15 PM
Sent As: ECom111
Attachments: [Attachment - 1](#)

UNITED STATES PATENT AND TRADEMARK OFFICE

SERIAL NO: 78/157552

APPLICANT: Piano Factory Group

CORRESPONDENT ADDRESS:
JOHN ALUMIT
LAW OFFICES OF ALEX D. PATEL
20121 VENTURA BLVD., SUITE 302
WOODLAND HILLS CA 91364

RETURN ADDRESS:
Commissioner for Trademarks
2900 Crystal Drive
Arlington, VA 22202-3514
ecom111@uspto.gov

MARK: SCHIEDMAYER

CORRESPONDENT'S REFERENCE/DOCKET NO : N/A

CORRESPONDENT EMAIL ADDRESS:
jalumit@tmlawoffices.com

Please provide in all correspondence:

1. Filing date, serial number, mark and applicant's name.
2. Date of this Office Action.
3. Examining Attorney's name and Law Office number.
4. Your telephone number and e-mail address.

OFFICE ACTION

TO AVOID ABANDONMENT, WE MUST RECEIVE A PROPER RESPONSE TO THIS OFFICE ACTION WITHIN 6 MONTHS OF OUR MAILING OR E-MAILING DATE.

Serial Number 78/157552

This letter responds to the applicant's communication filed on June 25, 2003.

The amendment to the identification of goods is noted and made of record.

The examining attorney refuses registration because the mark consists of or comprises matter, which may falsely suggest a connection with SCHIEDMAYER. Trademark Act Section 2(a), 15 U.S.C. §1052(a); TMEP §§1203.03, 1203.03(e) and 1203.03(f). *See generally University of Notre Dame du Lac v. J.C. Gourmet Food Imports Co.*, 703 F.2d 1372, 217 USPQ 505 (Fed. Cir. 1983); *University of Alabama v. BAMA's, Inc.*, 231 USPQ 408 (TTAB 1986); *In re Cotter & Co.*, 228 USPQ 202 (TTAB 1985); *Buffett v. Chi's, Inc.*, 226 USPQ 428 (TTAB 1985). Mr. Schiedmayer was a famous maker of pianos. Additionally pianos are currently being made under the method previously used by Schiedmayer and carry his name and the SCHIEDMAYER trademark; as such the applicant's mark suggests a false connection with the pianos previously and currently manufactured under the trademark SCHIEDMAYER.

Although the examining attorney has refused registration, the applicant may respond to the refusal to register by submitting evidence and arguments in support of registration.

/Darlene D. Johnson/
Examining Attorney
Law Office 111
(703)308-9111 ext 145

How to respond to this Office Action:

To respond formally using the Office's Trademark Electronic Application System (TEAS), visit <http://www.uspto.gov/teas/index.html> and follow the instructions.

To respond formally via E-mail, visit <http://www.uspto.gov/web/trademarks/tmelecresp.htm> and follow the instructions.

To respond formally via regular mail, your response should be sent to the mailing Return Address listed above and include the serial number, law office and examining attorney's name on the upper right corner of each page of your response.

To check the status of your application at any time, visit the Office's Trademark Applications and Registrations Retrieval (TARR) system at <http://tarr.uspto.gov/>

For general and other useful information about trademarks, you are encouraged to visit the Office's web site at <http://www.uspto.gov/main/trademarks.htm>

FOR INQUIRIES OR QUESTIONS ABOUT THIS OFFICE ACTION, PLEASE CONTACT THE ASSIGNED EXAMINING ATTORNEY.



Schiedmayer

upright pianos und grands since 1809

Short history of Schiedmayer piano company

Founded in 1809 by Johann Lorenz Schiedmayer (1788-1860) using the brand mark

SCHIEDMAYER & SÖHNE

Besides: Always his father Johann David Schiedmayer was producer of music instruments in Erlangen (b. 1753 in Erlangen, changed in 1797 to Nürnberg, d. in Nürnberg 3/20/1805)

Two sons of Johann Lorenz Schiedmayer, Adolf (d. 10/16/1890 in Stuttgart) and Hermann, followed their father in managing the company.

They had two brothers too, Julius (b. 2/17/1822 in Stuttgart, d. Februar 1878) and Paul (b. 1829, d. 6/18/1890 in Kismingen), who founded a harmonium factory in 1853 under their own brand mark Julius & Paul Schiedmayer, which later changed to a great piano factory.

Georg Schiedmayer was the last of his family, who built upright and grand pianos in this 1809 established firm. His interest changed and he started building "celeste" and "glockenspiel" and in 1900 he sold the traditional piano company

SCHIEDMAYER (est. 1809)

to his friend Mr. IBACH.

IBACH and Schiedmayer

IBACH bought the name as well as the models, drawings, tools, forms and installations. This means: even today Schiedmayer pianos are made continuously in the tradition of the 1809 established company

Schiedmayer pianos had always been instruments of a higher product category.

SCHIEDMAYER est. 1809 (TM) is a brand mark of IBACH

Books:

A. Eisenmann: Vorgeschichte, Gründung und fernere Entwicklung der Firma Schiedmayer und Söhne, Stuttgart 1909

M. Rupprecht: Die Klavierbauerfamilie Schiedmayer, Dissertation Erlangen 1954

Special offers

Upright Piano E 118

black or white, polished
mahogany, polished



Schiedmayer E-118 mahogany polished

Upright Piano E 121

black, polished
mahogany, polished

Grand piano 183 - J

black, polished

Ask for our current price list !

EMAIL

adress:

RUD. IBACH SOHN - WILHELMSTRASSE 43 - D 58332 SCHWELM

Telefon: 0049-2336-9393-0 Telefax: 0049-02336-939393

Produktion - Grosshandel - Einzelhandel

Drawing Page

Serial Number:
78157552

15

Applicant:

Piano Factory Group
Piano Factory Group
1033 Hollywood Way
Burbank CA USA 91505



Goods and Services:

Trademark is to used on keyboard instruments such as upright pianos, grand pianos and digital pianos.

Mark:

SCHIEDMAYER



NO OCR



08-24-2002

DOCUMENT INFORMATION	
TRADEMARK/SERVICEMARK APPLICATION	
VERSION 1.24	
APPLICANT INFORMATION	
NAME	Piano Factory Group
STREET	Piano Factory Group
LN2	1033 Hollywood Way
CITY	Burbank
STATE	CA
COUNTRY	USA
ZIP/POSTAL CODE	91505
TELEPHONE NUMBER	818-954-8500
FAX NUMBER	818-954-8597
E-MAIL ADDRESS	glennrich@aol.com
AUTHORIZE E-MAIL COMMUNICATION	Yes
APPLICANT ENTITY INFORMATION	
CORPORATION: STATE/COUNTRY OF INCORPORATION	California
TRADEMARK/SERVICEMARK INFORMATION	
MARK	SCHIEDMAYER
TYPED FORM	Yes
BASIS FOR FILING AND GOODS/SERVICES INFORMATION	

78157552

08/28/2002 2:10 PM

INTENT TO USE: SECTION 1(b)	Yes
LISTING OF GOODS AND/OR SERVICES	Trademark is to used on keyboard instruments such as upright pianos, grand pianos and digital pianos.
FEE INFORMATION	
TOTAL FEES PAID	325
NUMBER OF CLASSES PAID	1
NUMBER OF CLASSES	1
LAW OFFICE INFORMATION	
E-MAIL ADDRESS FOR CORRESPONDENCE	glennrich@aol.com
SIGNATURE AND OTHER INFORMATION	
SIGNATURE	/glenn treibitz/
DATE	08/24/2002
NAME	Glenn Treibitz
TITLE	General Manager
MAILING ADDRESS	
LINE	Piano Factory Group
LINE	Piano Factory Group
LINE	1033 Hollywood Way
LINE	Burbank CA 91505
RAM INFORMATION	
RAM SALE NUMBER	356
RAM ACCOUNTING DATE	20020826

78157552

08/28/2002 2:10 PM

SERIAL NUMBER INFORMATION	
SERIAL NUMBER	78/157552
INTERNET TRANSMISSION DATE	Saturday, 08-24-2002 18:21:52 EDT
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E-MAIL ADDRESS FOR ACKNOWLEDGMENT	glennrich@aol.com

<SERIAL NUMBER> 78157552
<FILING DATE> 08/24/2002

<DOCUMENT INFORMATION>
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<VERSION 1.24>

<APPLICANT INFORMATION>

<NAME> Piano Factory Group
<STREET> Piano Factory Group
<LN2> 1033 Hollywood Way
<CITY> Burbank
<STATE> CA
<COUNTRY> USA
<ZIP/POSTAL CODE> 91505
<TELEPHONE NUMBER> 818-954-8500
<FAX NUMBER> 818-954-8597
<E-MAIL ADDRESS> glennrich@aol.com
<AUTHORIZE E-MAIL COMMUNICATION> Yes

<APPLICANT ENTITY INFORMATION>

<CORPORATION: STATE/COUNTRY OF INCORPORATION> California

<TRADEMARK/SERVICEMARK INFORMATION>

<MARK> SCHIEDMAYER
<TYPED FORM> Yes

* Applicant requests registration of the above-identified trademark/service mark in the United States Patent and Trademark Office on the Principal Register established by the Act of July 5, 1946 (15 U.S.C. Section 1051 et seq., as amended). *

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<FEE INFORMATION>

<TOTAL FEES PAID> 325

<NUMBER OF CLASSES PAID> 1
<NUMBER OF CLASSES> 1

<LAW OFFICE INFORMATION>

* The USPTO is authorized to communicate with the applicant at the below e-mail address
*

<E-MAIL ADDRESS FOR CORRESPONDENCE> glennrich@aol.com

<SIGNATURE AND OTHER INFORMATION>

* PTO-Application Declaration: The undersigned, being hereby warned that willful false statements and the like so made are punishable by fine or imprisonment, or both, under 18 U.S.C. Section 1001, and that such willful false statements may jeopardize the validity of the application or any resulting registration, declares that he/she is properly authorized to execute this application on behalf of the applicant; he/she believes the applicant to be the owner of the trademark/service mark sought to be registered, or, if the application is being filed under 15 U.S.C. Section 1051(b), he/she believes applicant to be entitled to use such mark in commerce; to the best of his/her knowledge and belief no other person, firm, corporation, or association has the right to use the mark in commerce, either in the identical form thereof or in such near resemblance thereto as to be likely, when used on or in connection with the goods/services of such other person, to cause confusion, or to cause mistake, or to deceive; and that all statements made of his/her own knowledge are true; and that all statements made on information and belief are believed to be true. *

<SIGNATURE> /glenn treibitz/
<DATE> 08/24/2002
<NAME> Glenn Treibitz
<TITLE> General Manager

<MAILING ADDRESS>

<LINE> Piano Factory Group
<LINE> Piano Factory Group
<LINE> 1033 Hollywood Way
<LINE> Burbank CA 91505

<RAM INFORMATION>

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E-MAIL ADDRESS FOR ACKNOWLEDGMENT> glennrich@aol.com

78157552

08/28/2002 2:10 PM

Internet Transmission Date:
2002/08/24

Serial Number:
78157552

Filing Date:
2002/08/24



TRADEMARK APPLICATION

U.S. DEPARTMENT OF COMMERCE
PATENT AND TRADEMARK OFFICE
FEE RECORD SHEET

TOTAL FEES PAID: \$325

RAM SALE NUMBER: 356
RAM ACCOUNTING DATE: 20020826



NO OCR



08-24-2002

Drawing Page

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Piano Factory Group
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Goods and Services:

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Mark:

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NO OCR



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U.S. DEPARTMENT OF COMMERCE
PATENT AND TRADEMARK OFFICE
FEE RECORD SHEET

TOTAL FEES PAID: \$325

RAM SALE NUMBER: 356
RAM ACCOUNTING DATE: 20020826



NO OCR



08-24-2002

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CORPORATION: STATE/COUNTRY OF INCORPORATION	California
TRADEMARK/SERVICEMARK INFORMATION	
MARK	SCHIEDMAYER
TYPED FORM	Yes
BASIS FOR FILING AND GOODS/SERVICES INFORMATION	
INTENT TO USE:	Yes

SECTION 1(b)	
LISTING OF GOODS AND/OR SERVICES	Tradenark is to used on keyboard instruments such as upright pianos, grand pianos and digital pianos.
FEE INFORMATION	
TOTAL FEES PAID	325
NUMBER OF CLASSES PAID	1
NUMBER OF CLASSES	1
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E-MAIL ADDRESS FOR CORRESPONDENCE	glennrich@aol.com
SIGNATURE AND OTHER INFORMATION	
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E-MAIL ADDRESS FOR ACKNOWLEDGMENT	glennrich@aol.com

<SERIAL NUMBER> 78157552
<FILING DATE> 08/24/2002

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<**APPLICANT INFORMATION**>
<NAME> Piano Factory Group
<STREET> Piano Factory Group
<LN2> 1033 Hollywood Way
<CITY> Burbank
<STATE> CA
<COUNTRY> USA
<ZIP/POSTAL CODE> 91505
<TELEPHONE NUMBER> 818-954-8500
<FAX NUMBER> 818-954-8597
<E-MAIL ADDRESS> glennrich@aol.com
<AUTHORIZE E-MAIL COMMUNICATION> Yes

<**APPLICANT ENTITY INFORMATION**>
<CORPORATION: STATE/COUNTRY OF INCORPORATION> California

<**TRADEMARK/SERVICEMARK INFORMATION**>

<MARK> SCHIEDMAYER
<TYPED FORM> Yes

* Applicant requests registration of the above-identified trademark/service mark in the United States Patent and Trademark Office on the Principal Register established by the Act of July 5, 1946 (15 U.S.C. Section 1051 et seq., as amended). *

<**BASIS FOR FILING AND GOODS/SERVICES INFORMATION**>

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<LISTING OF GOODS AND/OR SERVICES> Trademark is to used on keyboard instruments such as upright pianos, grand pianos and digital pianos.

<**FEE INFORMATION**>

<TOTAL FEES PAID> 325
<NUMBER OF CLASSES PAID> 1

<NUMBER OF CLASSES> 1

<LAW OFFICE INFORMATION>

* The USPTO is authorized to communicate with the applicant at the below e-mail address *

<E-MAIL ADDRESS FOR CORRESPONDENCE> glennrich@aol.com

<SIGNATURE AND OTHER INFORMATION>

* PTO-Application Declaration: The undersigned, being hereby warned that willful false statements and the like so made are punishable by fine or imprisonment, or both, under 18 U.S.C. Section 1001, and that such willful false statements may jeopardize the validity of the application or any resulting registration, declares that he/she is properly authorized to execute this application on behalf of the applicant; he/she believes the applicant to be the owner of the trademark/service mark sought to be registered, or, if the application is being filed under 15 U.S.C. Section 1051(b), he/she believes applicant to be entitled to use such mark in commerce; to the best of his/her knowledge and belief no other person, firm, corporation, or association has the right to use the mark in commerce, either in the identical form thereof or in such near resemblance thereto as to be likely, when used on or in connection with the goods/services of such other person, to cause confusion, or to cause mistake, or to deceive; and that all statements made of his/her own knowledge are true; and that all statements made on information and belief are believed to be true.

*

<SIGNATURE> /glenn treibitz/
<DATE> 08/24/2002
<NAME> Glenn Treibitz
<TITLE> General Manager

<MAILING ADDRESS>

<LINE> Piano Factory Group
<LINE> Piano Factory Group
<LINE> 1033 Hollywood Way
<LINE> Burbank CA 91505

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RAM-356-20020824181924388

E-MAIL ADDRESS FOR ACKNOWLEDGMENT> glennrich@aol.com

*** User: dbullock ***

#	Total Marks	Dead Marks	Live Viewed Docs	Live Viewed Images	Status/ Search Duration	Search
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02	3	2	1	0	0:02	*k{v}rtzm{v}n*[bi,ti]
03	1	0	1	0	0:01	*sh{v}n{v}ng{v}r*[bi,ti]
04	244	N/A	0	0	0:01	*b{v}rn{v}rd*[bi,ti]
05	28	0	28	8	0:09	4 and 015[cc] not dead[ld]
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08	107827	N/A	0	0	0:07	*s{v}n*[bi,ti]
09	541	N/A	0	0	0:01	7 and 8
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11	32	15	16	2	0:01	*vose*[bi,ti]

Session started 1/14/03 4:08:22 PM
Session finished 1/14/03 4:17:24 PM
Total search duration 0 minutes 35 seconds
Session duration 9 minutes 2 seconds

Default NEAR limit= 1 ADJ limit= 1

To: Piano Factory Group (glennrich@aol.com)
Subject: TRADEMARK APPLICATION NO. 78157552 - SCHIEDMAYER - N/A
Sent: 1/21/03 5:10:16 PM
Sent As: ECom111
Attachments:

UNITED STATES PATENT AND TRADEMARK OFFICE

SERIAL NO: 78/157552

APPLICANT: Piano Factory Group

CORRESPONDENT ADDRESS:
Piano Factory Group
1033 HOLLYWOOD WAY
BURBANK CA 91505

RETURN ADDRESS:
Commissioner for Trademarks
2900 Crystal Drive
Arlington, VA 22202-3513
ecom111@uspto.gov

MARK: SCHIEDMAYER

CORRESPONDENT'S REFERENCE/DOCKET NO : N/A

CORRESPONDENT EMAIL ADDRESS:
glennrich@aol.com

Please provide in all correspondence:

1. Filing date, serial number, mark and applicant's name.
2. Date of this Office Action.
3. Examining Attorney's name and Law Office number.
4. Your telephone number and e-mail address.

OFFICE ACTION

TO AVOID ABANDONMENT, WE MUST RECEIVE A PROPER RESPONSE TO THIS OFFICE ACTION WITHIN 6 MONTHS OF OUR MAILING OR E-MAILING DATE.

Serial Number 78/157552

The assigned examining attorney has reviewed the referenced application and determined the following.

SIGNIFICANCE OF MARK

The applicant must indicate whether "SCHIEDMAYER" has any significance in the relevant trade, any geographical significance, or any meaning in a foreign language. 37 C.F.R. §2.61(b).

IDENTIFICATION OF GOODS

The identification of goods is unacceptable as because it does not identify the goods in a manner that allows for proper classification. The applicant must amend the identification to specify the common commercial name of the goods. If there is no common commercial name, the applicant must describe the product and its intended uses. TMEP §1402.01. The applicant may adopt the following identification of goods, if accurate: keyboard instrument or keyboard instruments, namely upright pianos, grand pianos and digital pianos.

Please note that, while an application may be amended to clarify or limit the identification, additions to the identification are not permitted. 37

C.F.R. §2.71(a); TMEP §1402.06. Therefore, the applicant may not amend to include any goods that are not within the scope of goods set forth in the present identification.

SEARCH RESULTS

The examining attorney has searched the Office records and has found no similar registered or pending mark which would bar registration under Trademark Act Section 2(d), 15 U.S.C. §1052(d). TMEP §704.02.

Darlene D. Johnson
/Darlene D. Johnson/
Trademark Examining Attorney
Law Office 111
(703) 308-9111 ext. 145
ecom111@uspto.gov

How to respond to this Office Action:

To respond formally using the Office's Trademark Electronic Application System (TEAS), visit <http://www.uspto.gov/teas/index.html> and follow the instructions.

To respond formally via E-mail, visit <http://www.uspto.gov/web/trademarks/tmelecrep.htm> and follow the instructions.

To respond formally via regular mail, your response should be sent to the mailing Return Address listed above and include the serial number, law office and examining attorney's name on the upper right corner of each page of your response.

To check the status of your application at any time, visit the Office's Trademark Applications and Registrations Retrieval (TARR) system at <http://tarr.uspto.gov/>

For general and other useful information about trademarks, you are encouraged to visit the Office's web site at <http://www.uspto.gov/main/trademarks.htm>

FOR INQUIRIES OR QUESTIONS ABOUT THIS OFFICE ACTION, PLEASE CONTACT THE ASSIGNED EXAMINING ATTORNEY.

To: Piano Factory Group (glennrich@aol.com)
Subject: TRADEMARK APPLICATION NO. 78157552 - SCHIEDMAYER - N/A
Sent: 1/21/03 5:10:16 PM
Sent As: ECom111

UNITED STATES PATENT AND TRADEMARK OFFICE

SERIAL NO: 78/157552

APPLICANT: Piano Factory Group

CORRESPONDENT ADDRESS:
Piano Factory Group
1033 HOLLYWOOD WAY
BURBANK CA 91505

RETURN ADDRESS:
Commissioner for Trademarks
2900 Crystal Drive
Arlington, VA 22202-3513
ecom111@uspto.gov

MARK: SCHIEDMAYER

CORRESPONDENT'S REFERENCE/DOCKET NO: N/A

CORRESPONDENT EMAIL ADDRESS:
glennrich@aol.com

- Please provide in all correspondence:
1. Filing date, serial number, mark and applicant's name.
 2. Date of this Office Action.
 3. Examining Attorney's name and Law Office number.
 4. Your telephone number and e-mail address.

OFFICE ACTION

TO AVOID ABANDONMENT, WE MUST RECEIVE A PROPER RESPONSE TO THIS OFFICE ACTION WITHIN 6 MONTHS OF OUR MAILING OR E-MAILING DATE.

RE: Serial Number 78/157552

The assigned examining attorney has reviewed the referenced application and determined the following.

SIGNIFICANCE OF MARK

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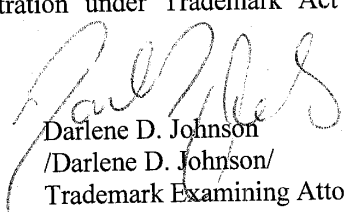
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Trademark Examining Attorney
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PTO Form 1957 (Rev 9/98)

OMB Control #0651-0009 (Exp. 08/31/2004)

Response to Office Action

To the Commissioner for Trademarks:

Please amend application serial no. **78157552** as follows:

Classification and Listing of Goods/Services

Applicant hereby deletes the following class of goods/services from the application.

Class 042 for Trademark is to used on keyboard instruments such as upright pianos, grand pianos and digital pianos

Applicant hereby adds the following class of goods/services to the application:

New:

Class 015 for pianos, namely, upright pianos, grand pianos, and digital pianos

Intent to Use:

The applicant has a bona fide intention to use or use through the applicant's related company or licensee the mark in commerce on or in connection with the identified goods and/or services. (15 U.S.C. Section 1051(b)).

Correspondence Address Change

Applicant proposes to amend the following:

Original: PIANO FACTORY GROUP 1033 HOLLYWOOD WAY BURBANK CA 91505 US

Proposed: John Alunit of Law Offices of Alex D. Patel having an address of 20121 Ventura Blvd., Suite 302 Woodland Hills CA USA 91364 whose e-mail address is jalunit@tmlawoffices.com, whose phone number is 818-973-7114 and whose fax number is 818-592-4041.

Additional Statements

"SIGNIFICANCE OF THE MARK: To applicant's knowledge, Schiedmayer was a famous name in the piano industry, but is now defunct."

Declaration

Declaration Signature

Signature: /john alunit/ Date: 06/25/2003

Signatory's Name: John Alunit

Signatory's Position: Attorney At Law

Response Signature

Signature: /john alunit/ Date: 06/25/2003

Signatory's Name: John Alunit

Signatory's Position: Attorney At Law

[Go Back](#)

JA

PTO Form 1957 (Rev 9/98)

OMB Control #0651-0009 (Exp. 08/31/2004)

Response to Office Action

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Please amend application serial no. 78157552 as follows:

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Class 042 for Trademark is to used on keyboard instruments such as upright pianos, grand pianos and digital pianos

Applicant hereby adds the following class of goods/services to the application:

New:

Class 015 for (pianos, namely, upright pianos, grand pianos, and digital pianos)

Intent to Use:

The applicant has a bona fide intention to use or use through the applicant's related company or licensee the mark in commerce on or in connection with the identified goods and/or services. (15 U.S.C. Section 1051(b)).

RECEIVED
JUL -2 11 00 02
TAXP
LAW OFFICE III

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Declaration

Declaration Signature

Signature: /john alunit/ Date: 06/25/2003

Signatory's Name: John Alunit

Signatory's Position: Attorney At Law

Response Signature

Signature: /john alunit/ Date: 06/25/2003

Signatory's Name: John Alunit

file: 20030625154113476048-78157552

2003/06/25

Signatory's Position: Attorney At Law

[Go Back](#)

TEAS Routing Sheet

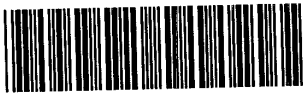
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Serial No: 78157552



Mark: SCHIEDMAYER

Mail Date: 2003/06/25



Doc Type: Response to Office Action



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 <MARK> SCHIEDMAYER
 <LAW OFFICE ASSIGNED> TMO Law Office 111
 <CONTACT TYPE> Correspondent

 <ORIGINAL ADDRESS> PIANO FACTORY GROUP
 1033 HOLLYWOOD WAY
 BURBANK CA 91505

 US

 <NEW ADDRESS>
 <CORRESPONDENT> John Alunit
 <ORGANIZATION> Law Offices of Alex D. Patel
 <STREET ADDRESS> 20121 Ventura Blvd., Suite 302
 <CTIY> Woodland Hills
 <STATE> CA
 <POSTAL CODE> 91364
 <PHONE> 818-973-7114
 <FAX> 818-592-4041
 <EMAIL> jalunit@tmlawoffices.com
 <EMAIL AUTHORIZED> Y
 <SUBMIT DATE> Jun 25, 2003

<BOILERPLATE>
 <EMAIL.2> Check here to authorize the USPTO to communicate with the applicant at
 the listed e-mail address.

<SIGNATURE>
 <SIGNATURE-TYPE> D
 <SIGNATURE-ENTRY-NUMBER>
 <SIGNATURE-NAME> /john alunit/
 <SIGNATORY-DATE> 20030625
 <SIGNATORY-NAME> John Alunit
 <SIGNATORY-POSITION> Attorney At Law

TRADemark EXAMINATION WORKSHEET

AMENDMENT STAGE NO CHANGE PUBLICATION/REGISTRATION STAGE

Name: REGINA ENNIS L.O. 111 Date 7/9/03 Serial No. 19780

INSTRUCTIONS: Place a check mark in the appropriate column and/or box to indicate which data elements have been amended/coded.	
Legal Instrument Examiner (LIE)	
Amended	Data Element
Class Data	<input checked="" type="checkbox"/> Prime/International Class <input checked="" type="checkbox"/> Goods and Services
	<input type="checkbox"/> First Use Date <input type="checkbox"/> First Use in Commerce Date
	<input type="checkbox"/> In Another Form <input type="checkbox"/> Certification
	<input type="checkbox"/> 1b
Mark Data	<input type="checkbox"/> Word Mark <input type="checkbox"/> Pseudo Mark
	<input type="checkbox"/> Mark Drawing Code <input type="checkbox"/> Design Search Code
	<input type="checkbox"/> Scan Sub Drawing
Misc. Mark Data	<input type="checkbox"/> Mark Description <input type="checkbox"/> Disclaimer
	<input type="checkbox"/> Lining/Stippling <input type="checkbox"/> Name/Portrait/Consent
	<input type="checkbox"/> Translation
Section 2(f)	<input type="checkbox"/> Section 2(f) Entire Mark <input type="checkbox"/> Section 2(f) in Part
	<input type="checkbox"/> Section 2(f) Limitation Statement <input type="checkbox"/> Amended Register Date
	<input type="checkbox"/> Amended Register
Foreign Reg. Data	<input type="checkbox"/> Foreign Country <input type="checkbox"/> 44(d)
	<input type="checkbox"/> Foreign Application Number <input type="checkbox"/> Foreign Application Filing Date
	<input type="checkbox"/> Foreign Registration Number <input type="checkbox"/> Foreign Registration Date
	<input type="checkbox"/> Foreign Registration Expiration Date <input type="checkbox"/> Foreign Renewal Reg. Number
	<input type="checkbox"/> Foreign Reg. Renewal Expiration Date <input type="checkbox"/> Foreign Renewal Reg. Date
Owner Data	<input type="checkbox"/> Owner Name <input type="checkbox"/> DBA/AKA/TA
	<input type="checkbox"/> Address 1 <input type="checkbox"/> Address 2
	<input type="checkbox"/> City <input type="checkbox"/> State
	<input type="checkbox"/> Zip Code
	<input type="checkbox"/> Citizenship <input type="checkbox"/> Entity
	<input type="checkbox"/> Entity Statement <input type="checkbox"/> Composed of
	<input type="checkbox"/> Assignment(s)/Name Change
Amd/Corr Restr.	<input type="checkbox"/> Concurrent Use
Prior U.S. Reg.	<input type="checkbox"/> Prior Registration
Correspondence	<input checked="" type="checkbox"/> Attorney <input type="checkbox"/> Domestic Representative
	<input type="checkbox"/> Attorney Docket Number
	<input type="checkbox"/> Correspondence Firm Name/Address
I certify that all corrections have been entered in accordance with text editing guidelines.	
<u>REGINA ENNIS</u> LIE	<u>7/9/03</u> DATE
Other: _____	

To: Piano Factory Group (jalumit@tmlawoffices.com)
Subject: TRADEMARK APPLICATION NO. 78157552 - SCHIEDMAYER - N/A
Sent: 9/12/03 5:00:15 PM
Sent As: ECom111
Attachments: [Attachment - 1](#)

UNITED STATES PATENT AND TRADEMARK OFFICE

SERIAL NO: 78/157552

APPLICANT: Piano Factory Group

CORRESPONDENT ADDRESS:
JOHN ALUMIT
LAW OFFICES OF ALEX D. PATEL
20121 VENTURA BLVD., SUITE 302
WOODLAND HILLS CA 91364

RETURN ADDRESS:
Commissioner for Trademarks
2900 Crystal Drive
Arlington, VA 22202-3514
ecom111@uspto.gov

MARK: SCHIEDMAYER

CORRESPONDENT'S REFERENCE/DOCKET NO : N/A

CORRESPONDENT EMAIL ADDRESS:
jalumit@tmlawoffices.com

Please provide in all correspondence:

1. Filing date, serial number, mark and applicant's name.
2. Date of this Office Action.
3. Examining Attorney's name and Law Office number.
4. Your telephone number and e-mail address.

OFFICE ACTION

TO AVOID ABANDONMENT, WE MUST RECEIVE A PROPER RESPONSE TO THIS OFFICE ACTION WITHIN 6 MONTHS OF OUR MAILING OR E-MAILING DATE.

Serial Number 78/157552

This letter responds to the applicant's communication filed on June 25, 2003.

The amendment to the identification of goods is noted and made of record.

The examining attorney refuses registration because the mark consists of or comprises matter, which may falsely suggest a connection with SCHIEDMAYER. Trademark Act Section 2(a), 15 U.S.C. §1052(a); TMEP §§1203.03, 1203.03(e) and 1203.03(f). *See generally University of Notre Dame du Lac v. J.C. Gourmet Food Imports Co.*, 703 F.2d 1372, 217 USPQ 505 (Fed. Cir. 1983); *University of Alabama v. BAMA-Werke Curt Baumann*, 231 USPQ 408 (TTAB 1986); *In re Cotter & Co.*, 228 USPQ 202 (TTAB 1985); *Buffett v. Chi-Chi's, Inc.*, 226 USPQ 428 (TTAB 1985). Mr. Schiedmayer was a famous maker of pianos. Additionally pianos are currently being made under the method previously used by Schiedmayer and carry his name and the SCHIEDMAYER trademark; as such the applicant's mark suggests a false connection with the pianos previously and currently manufactured under the trademark SCHIEDMAYER.

Although the examining attorney has refused registration, the applicant may respond to the refusal to register by submitting evidence and arguments in support of registration.

/Darlene D. Johnson/
Examining Attorney
Law Office 111
(703)308-9111 ext 145

How to respond to this Office Action:

To respond formally using the Office's Trademark Electronic Application System (TEAS), visit <http://www.uspto.gov/teas/index.html> and follow the instructions.

To respond formally via E-mail, visit <http://www.uspto.gov/web/trademarks/tmelecresp.htm> and follow the instructions.

To respond formally via regular mail, your response should be sent to the mailing Return Address listed above and include the serial number, law office and examining attorney's name on the upper right corner of each page of your response.

To check the status of your application at any time, visit the Office's Trademark Applications and Registrations Retrieval (TARR) system at <http://tarr.uspto.gov/>

For general and other useful information about trademarks, you are encouraged to visit the Office's web site at <http://www.uspto.gov/main/trademarks.htm>

FOR INQUIRIES OR QUESTIONS ABOUT THIS OFFICE ACTION, PLEASE CONTACT THE ASSIGNED EXAMINING ATTORNEY.



Schiedmayer

upright pianos und grands since 1809

Short history of Schiedmayer piano company

Founded in 1809 by Johann Lorenz Schiedmayer (1785-1860) using the brand mark

SCHIEDMAYER & SÖHNE

Beider. Always his father Johann David Schiedmayer was producer of music instruments in Erlangen (b. 1753 in Erlangen, changed in 1797 to Nürnberg & in Nürnberg 3/20/1805)

Two sons of Johann Lorenz Schiedmayer, Adolf (d. 10/16/1890 in Stuttgart) and Hermann, followed their father in managing the company.

They had two brothers too, Julius (b. 2/7/1822 in Stuttgart, d. Februar 1878) and Paul (b. 1829, d. 6/18/1890 in Kissingen), who founded a harmonium factory in 1853 under their own brand mark »Julius & Paul Schiedmayer, which later changed to a great piano factory.

Georg Schiedmayer was the last of his family, who built upright and grand pianos in this 1809 established firm. His interest changed and he started building "celeste" and "glockenspiel" and in 1980 he sold the traditional piano company

SCHIEDMAYER (est. 1809)

to his friend Mr. IBACH.

IBACH and Schiedmayer

IBACH bought the name as well as the models, drawings, tools, forms and installations. This means even today Schiedmayer pianos are made continuously in the tradition of the 1809 established company

Schiedmayer pianos had always been instruments of a higher product category.
SCHIEDMAYER est. 1809 (TM) is a brand mark of IBACH

Books:

A. Eisenmann: Vorgeschichte, Gründung und fernere Entwicklung der Firma Schiedmayer und Söhne, Stuttgart 1909
M. Rupprecht: Die Klavierbauerfamilie Schiedmayer, Dissertation Erlangen 1954

Special offers

Upright Piano E 118

black or white, polished
mahogany, polished



Schiedmayer E-118 mahogany polished

Upright Piano E 121

black, polished
mahogany, polished

Grand piano 183 - J

black, polished

Ask for our current price list !

[EMAIL](#)
address:

RUD. IBACH SOHN - WILHELMSTRASSE 43 - D 58332 SCHWELM
Telefon: 0049-2336-9393-0 Telefax: 0049-02336-939393
Produktion - Grosshandel - Einzelhandel

To: Piano Factory Group (jalumit@tmlawoffices.com)
Subject: TRADEMARK APPLICATION NO. 78157552 -
SCHIEDMAYER - N/A
Sent: 9/12/03 5:00:15 PM
Sent As: ECom111
Attachments: H:\aevidence\SCHIEDMAYER.jpg

UNITED STATES PATENT AND TRADEMARK OFFICE

SERIAL NO: 78/157552

APPLICANT: Piano Factory Group

CORRESPONDENT ADDRESS:
JOHN ALUMIT
LAW OFFICES OF ALEX D. PATEL
20121 VENTURA BLVD., SUITE 302
WOODLAND HILLS CA 91364

RETURN ADDRESS:
Commissioner for Trademarks
2900 Crystal Drive
Arlington, VA 22202-3514
ecom111@uspto.gov

MARK: SCHIEDMAYER

CORRESPONDENT'S REFERENCE/DOCKET NO: N/A

CORRESPONDENT EMAIL ADDRESS:
jalumit@tmlawoffices.com

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2. Date of this Office Action.
3. Examining Attorney's name and Law Office number.
4. Your telephone number and e-mail address.

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RE: Serial Number 78/157552

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/Darlene D. Johnson/
Examining Attorney
Law Office 111
(703)308-9111 ext 145

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SCHIEDMAYER (est. 1809)

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black or white, polished
mahogany, polished



Schiedmayer E-118 mahogany polished

Upright Piano E 121

black, polished
mahogany, polished

Grand piano 183 - J

black, polished

Ask for our current price list !

EMAIL

adress:

RUD. IBACH SOHN - WILHELMSTRASSE 43 - D 58332 SCHWELM
Telefon: 0049-2336-9393-0 Telefax: 0049-02336-939393
Produktion - Grosshandel - Einzelhandel

Incoming Correspondence Routing Sheet

To: TMO LAW OFFICE 111 - AWAITING RESPONSE DOCKET

Word Mark: SCHIEDMAYER

Serial No: 78157552



Mail Date: 03152004



Doc. Type: Responses to Office Actions



No Fee

RAM Mail Date: 031504



IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant: Piano Factory Group)
Serial No.: 78/157,552) Trademark
Filed: August 24, 2002) SCHIEDMAYER
Trademark) Class 15
Attorney: Darlene D. Johnson) Law Office 111

RESPONSE

Commissioner for Trademarks
2900 Crystal Drive
Arlington, VA 22202-3514

Sir:

In the Official Action of September 12, 2003, the Examining Attorney has refused registration under Section 2(a) stating that the mark SCHIEDMAYER may falsely suggest a connection with the pianos previously manufactured by the Schiedmayer family. For reasons given below, applicant respectfully traverses this refusal as being not justified under substantive law.

As a preliminary matter, attached hereto is a POWER OF ATTORNEY AND REVOCATION OF PRIOR POWERS OF ATTORNEY AND CHANGE OF CORRESPONDENCE ADDRESS whereby undersigned counsel is made of record. Please direct all further contacts to same as instructed therein.



03-15-2004

U.S. Patent & TMO/TM Mail Rpt Dt #72

SALIENT FACTS

During the following discussion, the following facts must be kept in mind. Specifically, the Schiedmayer family's piano business was sold in 1980 to IBACH (Attachment to Office Action). The trademark SCHIEDMAYER was subsequently used by Schiedmayer Piano Gmbh of Wuppertal, Germany, a subsidiary of Rud Ibach Sohn and was made under license by Kawai Piano of Japan. However, Kawai Piano ceased manufacture of SCHIEDMAYER a few years prior to 2002. (See attached message board report entitled Tuning Pin Size). A search of current Kawai Piano web sites shows no reference to SCHIEDMAYER pianos (see attached page listing current Kawai piano models).

With regard to Schiedmayer Piano Gmbh, a web page thereof which was attached to the Office Action, requests for information including current prices and models have gone unanswered (see copy of email as sent). Other web pages relating to this subsidiary on the Rud Ibach Sohn web site are being revised (see attachment of translated web page). Lastly, a comparison of the model numbers listed on the Rud Ibach Sohn web site (attached translated web site pages entitled Upright Pianos made by Rud. Ibach Sohn and Grand Pianos made by Rud. Ibach Sohn) does correlate with the Schiedmayer Piano Gmbh model numbers on the attachment to the office action.

Thus, Applicant, on information and belief, avers that no entity is currently manufacturing SCHIEDMAYER pianos. Further, there is no evidence of record showing sales of SCHIEDMAYER pianos in the United States.

RESPONSE

The Examining Attorney has refused registration because the mark allegedly consists of or comprises matter which may falsely suggest a connection with the Schiedmayer Piano Company, 35 USC 1052(a).

However, the record shows that no entity is presently using the mark at issue. Clearly, the abandonment of the mark at issue has been established (Lanham Act, Section 45, 15 U.S.C. §1127). Thus, the Office Action is now asserting a Section 2(a) refusal based on an abandoned mark which is not currently being used by anyone in the United States.

However, the validity of exactly such an assertion has been rejected by the Trademark Trial and Appeal Board as being directly contrary to settled law. In the relevant portion of the opinion, the Board stated:

"Rather than demonstrating that a basis exists for refusing registration to applicant under Section 2(a), what the Examining Attorney has essentially done is assert that applicant's trademarks are likely to cause confusion with the mark that was abandoned more than thirty years ago by the truck company that no longer exists. This is not a proper basis for refusing registration. Under the Examining Attorney's reasoning, a trademark that was once used and recognized as such, but has since been abandoned, could never be adopted, used and registered by another entity until all memory of the original owner had been lost by the relevant purchasing public. It is well settled, however, that after a mark has become abandoned, if it is then adopted by an entity unrelated to the original owner, the rights to the mark vest with the first to adopt and use it, providing that the new user takes precautions to prevent confusion. " In re Wielinski, 49 USPQ2d 1754, 1758 (TTAB 1998).

The present facts are directly on point with the Board's analysis in the In re Wielinski case. The cited case involved two applications to register marks previously used but now abandoned for about thirty years despite a fan base of old truck aficionados. The Board overturned a Section 2(a) rejection grounded in the abandoned mark which denied registration of said marks by an unrelated third party.

Additionally, the cases cited in the Office Action are all easily distinguishable from the present application by another fact, namely, that no entity has manufactured SCHIEDMAYER pianos since 1980. In all the cited cases, the allegedly infringed name or identity actually was being used at the time of the case by some specific identifiable entity.

In University of Notre Dame du Lac v. J.C. Gourmet Food Imports Co., 217 USPQ 505 (Fed. Cir. 1983) the rights at issue were asserted by the University of Notre Dame in South Bend, Indiana which is still in operation. In University of Alabama v. BAMA-Werke Curt Baumann, 231 USPQ 408 (TTAB 1986), the rights were asserted by the University of Alabama which is currently in operation. In In re Cotter & Co., 228 USPQ 202 (TTAB 1985) the rights involved belonged to the U.S. Military Academy which is currently in operation at West Point. In Buffett v. Chi-Chi's, Inc., 226 USPQ 428 (TTAB 1985) the rights were asserted by Jimmy Buffett who still sings a song entitled MARGARITAVILLE.

In contrast, there is no one currently extant who is entitled to assert a property right or a right of publicity for the mark SCHIEDMAYER on pianos. Assertion of a §2(a) rejection of the basis of a defunct company is improper as "A juristic person's rights under 2(a) are extinguished when the juristic person ceases to exist." In re Wielinski, 49 USPQ2d 1754 (TTAB 1998), quoted in TMEP 1203.03(a). Rud. Ibach Sohn is apparently no longer making SCHIEDMAYER pianos.

Note that such an entity is necessary to assert a §2(a) rejection even for a deceased natural person. TMEP 1203.03(a). See Lucien Piccard Watch Co. V. Since 1868 Crescent Corp., 165 USPQ 459 (S.D.N.Y. 1970) (The court rejected defendant's challenge the validity of plaintiff's trademark registrations on the basis of a §2(a) false connection with Leonardo Da Vinci for the mark DA VINCI) and In re Wielinski, 49 USPQ2d 1754, 1758 (TTAB 1998) ("A natural person's right to the use of a designation which points uniquely to his or her persona may not be protected under Section 2(a) after his or her death unless heirs or other successors are entitled to assert that right").

As the Board stated in the latter case with regard to a juristic person:

"There could be someone who stands in the shoes of the former truck company, but this record does not establish who that might be. In any event, it is not up to the Examining Attorney to assert whatever rights such an unknown entity might possess. This is one of the purposes of the opposition procedure". In re Wielinski, 49 USPQ2d 1754, 1758 (TTAB 1998).

Attached to the Office Action was a copy of a web site page from Schiedmayer Pianos GmbH. However, three additional pages attached hereto from related sites indicate that no one is currently manufacturing SCHIEDMAYER pianos or selling same in the United States. Thus, there is nothing in the current record establishing the existence of a viable entity, whether a natural or juristic person, able to assert rights to the mark today.

As further evidence, the piano manufacturing industry has a long established tradition of the revival of famous old trademarks by new, unrelated companies. Some examples of revived marks (copies of registrations¹ are attached) are:

- 1) WINTER, originally owned by Winter & Company which went out of business in 1982, revived by Sherman, Clay & Co. who now owns Reg. No. 2,754,085;
- 2) BRAMBACH, originally owned by Brambach Piano Company, merged with Kohler & Campbell which went out of business in 1983, revived by Sherman, Clay & Co. who now owns Reg. No. 2,710,079;
- 3) HENRY F. MILLER, originally owned by Henry F. Miller, revived by Sherman, Clay & Co. who now own Reg. Nos. 2,557,063 and 2,384,260;
- 4) HARDMAN, originally owned by Hardman Music Company which went out of business in 1982, revived by North American Music, Inc. who now owns Reg. No. 2,486,870; and
- 5) HALLET, DAVIS & CO., originally owned by a company of that name, last made in 1957, revived by North American Music, Inc. who now owns Reg. No. 2,417,440.

¹To make registrations of record, soft copies of .. the complete electronic equivalent (i.e., printouts of the registrations taken from the electronic search records of the United States Patent and Trademark Office) must be submitted. TMEP 710.03.

Thus, the relevant public, namely, purchasers of pianos, is well aware of the practices of the industry regarding the revival of old, famous name piano manufacturers. By these means, these famous old names are kept alive for future generations.

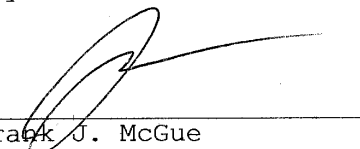
For reasons set forth above, applicant avers that the mark SCHIEDMAYER does not falsely suggest a connection with the now defunct Schiedmayer Piano Company or its successors in interest and respectfully requests withdrawal of the rejection of same under 15 U.S.C. §1052(a).

For the foregoing reasons, applicant believes its application is in condition for allowance and an early passage to publication is respectfully solicited.

Respectfully submitted,

Date: March 12, 2004

By



Frank J. McGue

10801 N. 32nd Street
Suite 5
Phoenix, AZ 85028
(602) 494-0311

CERTIFICATE OF MAILING

I hereby certify that the annexed RESPONSE and its attachments, namely, a POWER OF ATTORNEY AND REVOCATION OF PRIOR POWERS OF ATTORNEY AND CHANGE OF CORRESPONDENCE ADDRESS, a copy of a web pages entitled "Upright Pianos made by Rud. Ibach Sohn", "Grand Pianos made by Rud. Ibach Sohn", "We Revise our Web appearance", "Tuning Pin Size", "Kawai America Home Page", copy of email sent to Schiedmayer@wtal.de, and copies of six registration records from the U.S. Patent and Trademark Office database, are are being deposited with the U.S. Postal Service as First Class mail in an envelope addressed to Commissioner for Trademarks, 2900 Crystal Drive, Arlington, VA 22202-3514 on March 12, 2004.



Frank G. McGue

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant: Piano Factory Group)
Mark: SCHIEDMAYER) International Class 15
Serial No.: 78/157,552) Trademark Attorney: Darlene D. Johnson
Filed: August 24, 2002) Law Office 111

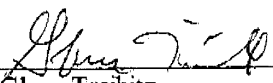
POWER OF ATTORNEY
AND
REVOCAION OF PRIOR POWERS OF ATTORNEY
AND
CHANGE OF CORRESPONDENCE ADDRESS

Applicant hereby revokes all previous powers of attorney given in the above identified application and appoints Frank J. McGue, a member of the bar of the State of Arizona, their attorney, with full power of substitution, delegation and revocation, to prosecute this application to register, to transact all business in the Patent and Trademark Office in connection therewith, and to receive the certificate of registration. Please direct all further correspondence relating to the above identified application to:

Frank J. McGue
10801 North 32nd Street, Suite 5
Phoenix, Arizona 85028
(602) 494-0311
(602) 996-8190 (FAX)
fjmpatent@aol.com

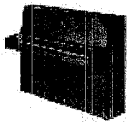
Respectfully submitted,


Date: 2/23/04


By 
Glenn Treibitz
General Manager
Piano Factory Group
Applicant


Upright pianos made by
RUD. IBACH SOHN
 est. 1794

Please click the thumbnail-pictures

<p>B - 114 Modern</p> <p>black or white polished</p> <p>optional: school equipment (castors, two locks)</p> <p>Height: 114 cm, Width: 144 cm, Depths: 59 cm, Weight: 200 kg [dimensions]</p>	
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<p>B - 114 Classic</p> <p>black polished</p> <p>Height: 114 cm, Width: 146 cm, Depths: 58 cm, Weight: 200 kg [dimensions]</p>	
--	---

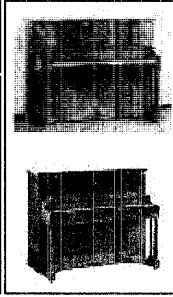
<p>B - 114 Tradition</p> <p>black or white polished walnut, mahogany or cherry polished beech, alder or oak open grain maple or cherry open grain</p> <p>Height: 114 cm, Width: 146 cm, Depths: 58 cm, Weight: 200 kg [dimensions]</p>	
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<p>C - 118 Elegance</p> <p>with castors black or white polished beech, alder or oak open grain maple or cherry open grain walnut, burr-walnut, mahogany und cherry polished</p> <p>Height: 118 cm, Width: 145 cm, Depths: 60 cm, Weight: 215 kg [dimensions]</p>	
---	---

C - 118 Edition

Design Bruno Paul 1911
 with castors
 black or white polished
 cherry and rosewood with inlay polished
 oak oiled und rosewood open grain

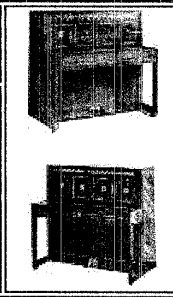
Hight: 118 cm, Width: 148 cm, Depths: 59 cm [[dimensions](#)]



H - 128 Edition

Design Peter Behrens 1905
 with castors
 black polished
 burr-walnut with inlay, polished

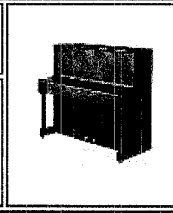
Hight: 128 cm, Width: 138 cm, Depths: 64 cm [[dimensions](#)]



L - 132 Tradition

with castors
 black polished

Hight: 132 cm, Width: 151 cm, Depths: 66 cm, Weight: 245 kg [[dimensions](#)]



Prices for other designs, veneers, shade and finish on request.

Accessories for upright and grand pianos (prices on request)

- Locks
- hand operated celeste
- 3rd pedal

candle-holder for H-128 Edition school-equipment (castors, two locks)
electronic mute-system (TECHNICS)


Pianobenches


STANDARD bench in beech, colour to be matched, open grain
IBACH bench matching to model C-118 edition
 black or white, polished
 or matching oak, cherry or rosewood
IBACH bench, matching to our grand piano models


letzte Änderung: Wed, 29 Oct 2003 11:38:42 UTC
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**Grand pianos made by
RUD. IBACH SOHN
est. 1794**


To enlarge the pictures, please click the thumbnails.


<p>Grand piano F - I 165</p>	
<p>black polished</p>	
<p>Length: 165 cm, Width: 143 cm, Weight: 290 kg</p>	


<p>Grand piano F - II 183 TH</p>	
<p>black polished oak black open grain</p>	
<p>Length: 183 cm, Width: 153 cm, Weight: 310 kg</p>	



<p>Grand piano F - II 183 TH Edition 1994</p>	
<p><i>designed by Rud. Ibach Sohn in 1913</i></p>	
<p>details: <u>legs</u> <u>desk</u></p>	
<p>black polished fiddelback-mahogany polished burr walnut tree polished</p>	
<p>Length: 183 cm, Width: 153 cm, Weight: 310 kg</p>	

<p>Grand piano F - II 183 TH Jubilee grand</p>	
<p>black polished</p>	
<p>fiddelback-mahogany polished burr walnut tree polished</p>	
<p>Length: 183 cm, Width: 153 cm, Weight: 310 kg</p>	

Grand piano F - III 215 TH	
<i>Model "Richard Strauss"</i>	
black polished Length: 215 cm, Width: 153 cm, Weight: 370 kg	

Grand piano F - III 215 TH	
<i>Model "Richard Strauss"</i> designed by Richard Meier	
Please notice our <i>extra-page</i>	

Grand piano F - IV 240 TH	
<i>Model "Richard Wagner"</i>	
black polished Length: 240 cm, Width: 155 cm, Weight: 430 kg	

Exceptional Wishes ... ?	
Please notice our <i>extra - page</i> of IBACH - editions and extraordinary grands and uprights ! ...no idea is too crazy not to be interesting...please mail us!	
example: grand piano airbrushed, a very individual order by one of our customers (unique).	
example: grand piano, design "CLASSICISM". A special order by one of our customers, hand-made, unique instrument.	

Every IBACH-Grand Piano is equipped with Duplexscala and Sustenutopedal. Every model is available by request in other shades, colours, different kinds of wood and veneer as to your colour sample.

Additional accessories by request

Lock

School equipment (2 locks, castors)

Electronic mute-system

Pianobenches

STANDARD bench in beech satin with matching colour

IBACH bench in beech with matching wood or colour (adjustable height with stuffed upholstery)

BEETHOVEN bench, leather upholstery and matching to all F-II 183 TH Edition

Grand pianos of "RUD. IBACH SOHN" are top-class instruments.

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Please you visit our ladengeschaeft in Wuppertal!

Thus you reach us:

<p>SCHIEDMAYER PIANOS GmbH in the PianoCenter Wuppertal</p> <p>Federal avenue 235 - D 42107 Wuppertal Telephone: 0202 - 49 38 610 fax: 0202 - 49 38 611</p> <p>opposite of Cinemaxx and schauspielhaus</p>
<p>Data as per § 6 Teledienstgesetz:</p> <p>Schiedmayer pianos GmbH Federal avenue 235 - D 42107 Wuppertal Email: schiedmayer@wtal.de Management Martin Pueckel/Rolf Ibach Trade register with the district court Wuppertal HR B 9879 USt ID. No. DE 114207327</p>

http://216.239.37.104/translate_c?hl=en&langpair=de%7Cen&u=http://www.pianocenter-... 3/10/2004

Tuning Pin Size

John Delacour JD@Pianomaker.co.uk

Thu, 24 Jan 2002 23:02:30 +0000

- Previous message: [Wapin bridge](#)
- Next message: [Moisture control of soundboard wood](#)
- Messages sorted by: [\[date \]](#) [\[thread \]](#) [\[subject \]](#) [\[author \]](#)

At 7:51 AM -0800 1/24/02, David Love wrote:

>John:

>

>Re the tensions on the Schiedmayer. You're right, they were all over the
>place, zigzagging back and forth. When I recalculated the scale it came out
>quite different. What gives with the original idea, do you know?

There were two Schiedmayer factories: Schiedmayer Pianofortefabrik (formerly J. & P. Schiedmayer) and Schiedmayer und Soehne. The history of the family and the relations between the two is probably either interesting or unprintable. I've spoken a couple of times with the last surviving representative who, until a few years ago was having the Schiedmayer uprights and grands made by Kawai - and they were quite nice. By this time the firm was making only celestes but they owned a huge tract of prime land in central Stuttgart. So far as I know, this land has now been sold for a considerable fortune and presumably old Mr. Schiedmayer is retired in great comfort. Both firms were very highly regarded in their day and won all the medals and the royal appointments etc. each victory of the one firm presumably increasing the chagrin of the other. I guess at the family feuds only from the few conversations I've had with Mr S.

Both firms used very high tensions on the covered strings and the Schiedmayer und Soehne also in the plain wire. I've mentioned this before on the list. There was a craze at one time followed by certain makers for taking the wire to its limits in the quest for more power. I own a S&Soehne overstrung which certainly achieves that end, but I know they could have got as good results with a shorter scale and a different design. Nevertheless they are tremendous pianos. I always rescale the bass to make it more lively but simply make what adjustments I can in the plain wire scale without changing the bridge.

I have only restored one S. Pianofortefabrik and loved it -- even better than the S & Soehne. That was a while ago and I lost the book years ago in which I used to record the scales, so I'm only familiar with the scaling of the bass.

At 7:34 AM -0800 1/24/02, David Love wrote:

>I don't know the metric, but the pins were .276" and .278" respectively. I
>went to a # 2 at .282".

That would be our 7.00 and 7.10 which is to say two and three sizes up from what I'd call the #0

I go 6.75, 6.90, 7.00, 7.10, 7.25, new plank, < back to zero < 7.35. 7.5 etc.

<http://www.ptg.org/pipermail/pianotech/2002-January/101802.html>

3/11/2004

JD

-
- Previous message: [Wapin bridge](#)
 - Next message: [Moisture control of soundboard wood.](#)
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Here at Kawaius.com you will find information about our world-class acoustic pianos and critically-acclaimed digital pianos. Our **Why Kawai** page includes links to our company history and other important resources where you will learn why Kawai is the *world's most advanced piano*. Visit **Kawai News** for links to our Keynotes Newsletter, Articles of Interest, Concert News, Product Reviews and information on our newest products and latest achievements. Our **Download** page offers you FREE patch libraries, sound demos and operating system updates for our electronic products. **Contact Us** opens our doors to your thoughts and ideas. Our **Links** page includes links to music industry resources, Kawai Japan, our foreign subsidiaries and **The Shigeru Kawai Piano Company - Home of the Premier Piano of Japan.**

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If you have questions or comments about this web site please contact us here.

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Subj: **Schiedmayer pianos**
Date: 3/11/2004
To: schiedmayer@wtal.de <schiedmayer@wtal.de>

Do you have a current price list and dealers in the United States for your pianos? Reply to fjmpatent@aol.com.

Friday, March 12, 2004 America Online: FJMPATENT



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Word Mark	WINTER
Goods and Services	IC 015. US 002 021 036. G & S: Pianos. FIRST USE: 20030319. FIRST USE IN COMMERCE: 20030319
Mark Drawing Code	(1) TYPED DRAWING
Serial Number	76350778
Filing Date	December 14, 2001
Current Filing Basis	1A
Original Filing Basis	1B
Published for Opposition	June 11, 2002
Registration Number	2754085
Registration Date	August 19, 2003
Owner	(REGISTRANT) Sherman, Clay & Co. CORPORATION INDIANA 1111 Bayhill Drive, Suite 450 San Bruno CALIFORNIA 94066
Attorney of Record	Barry J. Parker
Type of Mark	TRADEMARK
Register	PRINCIPAL
Live/Dead Indicator	LIVE

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Typed Drawing

Word Mark	BRAMBACH
Goods and Services	IC 015. US 002 021 036. G & S: Pianos. FIRST USE: 20021101. FIRST USE IN COMMERCE: 20021116
Mark Drawing Code	(1) TYPED DRAWING
Serial Number	76350555
Filing Date	December 14, 2001
Current Filing Basis	1A
Original Filing Basis	1B
Published for Opposition	June 11, 2002
Registration Number	2710079
Registration Date	April 22, 2003
Owner	(REGISTRANT) Sherman, Clay & Co. CORPORATION INDIANA 851 Traeger Avenue San Bruno CALIFORNIA 94066
Attorney of Record	Barry J. Parker
Type of Mark	TRADEMARK
Register	PRINCIPAL
Live/Dead Indicator	LIVE

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Henry F. Miller

Word Mark HENRY F. MILLER
Goods and Services IC 015. US 002 021 036. G & S: PIANOS. FIRST USE: 20010907. FIRST USE IN COMMERCE: 20010907
Mark Drawing Code (3) DESIGN PLUS WORDS, LETTERS, AND/OR NUMBERS
Design Search Code 241525
Serial Number 76006343
Filing Date March 21, 2000
Current Filing Basis 1A
Original Filing Basis 1B
Published for Opposition January 30, 2001
Registration Number 2557063
Registration Date April 2, 2002
Owner (REGISTRANT) Sherman, Clay & Co. CORPORATION INDIANA 851 Traeger Avenue San Bruno CALIFORNIA 94066
Attorney of Record BARRY J. PARKER
Prior Registrations 2384260

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3/8/2004

Type of Mark TRADEMARK
Register PRINCIPAL
Other Data The name "HENRY F. MILLER" does not identify a living individual.
Live/Dead Indicator LIVE

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Typed Drawing

Word Mark	HENRY F. MILLER
Goods and Services	IC 015. US 002 021 036. G & S: pianos. FIRST USE: 20000201. FIRST USE IN COMMERCE: 20000201
Mark Drawing Code	(1) TYPED DRAWING
Serial Number	75979477
Filing Date	July 8, 1997
Current Filing Basis	1A
Original Filing Basis	1B
Published for Opposition	September 8, 1998
Registration Number	2384260
Registration Date	September 5, 2000
Owner	(REGISTRANT) Sherman, Clay & Co. CORPORATION INDIANA 851 Traeger Avenue San Bruno CALIFORNIA 94066
Attorney of Record	SHELDON R MEYER
Type of Mark	TRADEMARK
Register	PRINCIPAL
Other Data	"HENRY F MILLER" does not identify any individual.
Live/Dead Indicator	LIVE

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Word Mark HARDMAN
Goods and Services IC 015. US 002 021 036. G & S: PIANOS. FIRST USE: 19991004. FIRST USE IN COMMERCE: 19991004
Mark Drawing Code (1) TYPED DRAWING
Serial Number 75852505
Filing Date November 15, 1999
Current Filing Basis 1A
Original Filing Basis 1A
Published for Opposition June 19, 2001
Registration Number 2486870
Registration Date September 11, 2001
Owner (REGISTRANT) North American Music, Inc. CORPORATION NEW JERSEY 126 Route 303 West Nyack NEW YORK 10994
Attorney of Record STANLEY J. YAVNER
Type of Mark TRADEMARK
Register PRINCIPAL
Live/Dead Indicator LIVE

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Hallet, Davis & Co.

Word Mark HALLET, DAVIS & CO.
Goods and Services IC 015. US 002 021 036. G & S: Pianos and organs. FIRST USE: 19980925.
 FIRST USE IN COMMERCE: 19980925
Mark Drawing Code (5) WORDS, LETTERS, AND/OR NUMBERS IN STYLIZED FORM
Serial Number 75879366
Filing Date December 27, 1999
Current Filing Basis 1A
Original Filing Basis 1A
Published for Opposition October 10, 2000
Registration Number 2417440
Registration Date January 2, 2001
Owner (REGISTRANT) North American Music, Inc. CORPORATION NEW JERSEY
 126 Route 303 West Nyack NEW JERSEY 10994
Attorney of Record Frank J. McGue
Disclaimer NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "& Co." APART FROM THE MARK AS SHOWN

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Register PRINCIPAL
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Indicator** LIVE

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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant: Piano Factory Group)
Serial No.: 78/157,552) Trademark
Filed: August 24, 2002) SCHIEDMAYER
Trademark) Class 15
Attorney: Darlene D. Johnson) Law Office 111

RESPONSE

Commissioner for Trademarks
2900 Crystal Drive
Arlington, VA 22202-3514

Sir:

In the Official Action of September 12, 2003, the Examining Attorney has refused registration under Section 2(a) stating that the mark SCHIEDMAYER may falsely suggest a connection with the pianos previously manufactured by the Schiedmayer family. For reasons given below, applicant respectfully traverses this refusal as being not justified under substantive law.

As a preliminary matter, attached hereto is a POWER OF ATTORNEY AND REVOCATION OF PRIOR POWERS OF ATTORNEY AND CHANGE OF CORRESPONDENCE ADDRESS whereby undersigned counsel is made of record. Please direct all further contacts to same as instructed therein.



03-15-2004

U.S. Patent & TMO/TM Mail Rcpt Dt. #72

SALIENT FACTS

During the following discussion, the following facts must be kept in mind. Specifically, the Schiedmayer family's piano business was sold in 1980 to IBACH (Attachment to Office Action). The trademark SCHIEDMAYER was subsequently used by Schiedmayer Piano Gmbh of Wuppertal, Germany, a subsidiary of Rud Ibach Sohn and was made under license by Kawai Piano of Japan. However, Kawai Piano ceased manufacture of SCHIEDMAYER a few years prior to 2002. (See attached message board report entitled Tuning Pin Size). A search of current Kawai Piano web sites shows no reference to SCHIEDMAYER pianos (see attached page listing current Kawai piano models).

With regard to Schiedmayer Piano Gmbh, a web page thereof which was attached to the Office Action, requests for information including current prices and models have gone unanswered (see copy of email as sent). Other web pages relating to this subsidiary on the Rud Ibach Sohn web site are being revised (see attachment of translated web page). Lastly, a comparison of the model numbers listed on the Rud Ibach Sohn web site (attached translated web site pages entitled Upright Pianos made by Rud. Ibach Sohn and Grand Pianos made by Rud. Ibach Sohn) does correlate with the Schiedmayer Piano Gmbh model numbers on the attachment to the office action.

Thus, Applicant, on information and belief, avers that no entity is currently manufacturing SCHIEDMAYER pianos. Further, there is no evidence of record showing sales of SCHIEDMAYER pianos in the United States.

RESPONSE

The Examining Attorney has refused registration because the mark allegedly consists of or comprises matter which may falsely suggest a connection with the Schiedmayer Piano Company, 35 USC 1052(a).

However, the record shows that no entity is presently using the mark at issue. Clearly, the abandonment of the mark at issue has been established (Lanham Act, Section 45, 15 U.S.C. §1127). Thus, the Office Action is now asserting a Section 2(a) refusal based on an abandoned mark which is not currently being used by anyone in the United States.

However, the validity of exactly such an assertion has been rejected by the Trademark Trial and Appeal Board as being directly contrary to settled law. In the relevant portion of the opinion, the Board stated:

"Rather than demonstrating that a basis exists for refusing registration to applicant under Section 2(a), what the Examining Attorney has essentially done is assert that applicant's trademarks are likely to cause confusion with the mark that was abandoned more than thirty years ago by the truck company that no longer exists. This is not a proper basis for refusing registration. Under the Examining Attorney's reasoning, a trademark that was once used and recognized as such, but has since been abandoned, could never be adopted, used and registered by another entity until all memory of the original owner had been lost by the relevant purchasing public. It is well settled, however, that after a mark has become abandoned, if it is then adopted by an entity unrelated to the original owner, the rights to the mark vest with the first to adopt and use it, providing that the new user takes precautions to prevent confusion. " In re Wielinski, 49 USPQ2d 1754, 1758 (TTAB 1998).

The present facts are directly on point with the Board's analysis in the In re Wielinski case. The cited case involved two applications to register marks previously used but now abandoned for about thirty years despite a fan base of old truck aficionados. The Board overturned a Section 2(a) rejection grounded in the abandoned mark which denied registration of said marks by an unrelated third party.

Additionally, the cases cited in the Office Action are all easily distinguishable from the present application by another fact, namely, that no entity has manufactured SCHIEDMAYER pianos since 1980. In all the cited cases, the allegedly infringed name or identity actually was being used at the time of the case by some specific identifiable entity.

In University of Notre Dame du Lac v. J.C. Gourmet Food Imports Co., 217 USPQ 505 (Fed. Cir. 1983) the rights at issue were asserted by the University of Notre Dame in South Bend, Indiana which is still in operation. In University of Alabama v. BAMA-Werke Curt Baumann, 231 USPQ 408 (TTAB 1986), the rights were asserted by the University of Alabama which is currently in operation. In In re Cotter & Co., 228 USPQ 202 (TTAB 1985) the rights involved belonged to the U.S. Military Academy which is currently in operation at West Point. In Buffett v. Chi-Chi's, Inc., 226 USPQ 428 (TTAB 1985) the rights were asserted by Jimmy Buffett who still sings a song entitled MARGARITAVILLE.

In contrast, there is no one currently extant who is entitled to assert a property right or a right of publicity for the mark SCHIEDMAYER on pianos. Assertion of a §2(a) rejection of the basis of a defunct company is improper as "A juristic person's rights under 2(a) are extinguished when the juristic person ceases to exist." In re Wielinski, 49 USPQ2d 1754 (TTAB 1998), quoted in TMEP 1203.03(a). Rud. Ibach Sohn is apparently no longer making SCHIEDMAYER pianos.

Note that such an entity is necessary to assert a §2(a) rejection even for a deceased natural person. TMEP 1203.03(a). See Lucien Piccard Watch Co. V. Since 1868 Crescent Corp., 165 USPQ 459 (S.D.N.Y. 1970) (The court rejected defendant's challenge the validity of plaintiff's trademark registrations on the basis of a §2(a) false connection with Leonardo Da Vinci for the mark DA VINCI) and In re Wielinski, 49 USPQ2d 1754, 1758 (TTAB 1998) ("A natural person's right to the use of a designation which points uniquely to his or her persona may not be protected under Section 2(a) after his or her death unless heirs or other successors are entitled to assert that right").

As the Board stated in the latter case with regard to a juristic person:

“There could be someone who stands in the shoes of the former truck company, but this record does not establish who that might be. In any event, it is not up to the Examining Attorney to assert whatever rights such an unknown entity might possess. This is one of the purposes of the opposition procedure”. In re Wielinski, 49 USPQ2d 1754, 1758 (TTAB 1998).

Attached to the Office Action was a copy of a web site page from Schiedmayer Pianos GmbH. However, three additional pages attached hereto from related sites indicate that no one is currently manufacturing SCHIEDMAYER pianos or selling same in the United States. Thus, there is nothing in the current record establishing the existence of a viable entity, whether a natural or juristic person, able to assert rights to the mark today.

As further evidence, the piano manufacturing industry has a long established tradition of the revival of famous old trademarks by new, unrelated companies. Some examples of revived marks (copies of registrations¹ are attached) are:

- 1) WINTER, originally owned by Winter & Company which went out of business in 1982, revived by Sherman, Clay & Co. who now owns Reg. No. 2,754,085;
- 2) BRAMBACH, originally owned by Brambach Piano Company, merged with Kohler & Campbell which went out of business in 1983, revived by Sherman, Clay & Co. who now owns Reg. No. 2,710,079;
- 3) HENRY F. MILLER, originally owned by Henry F. Miller, revived by Sherman, Clay & Co. who now own Reg. Nos. 2,557,063 and 2,384,260;
- 4) HARDMAN, originally owned by Hardman Music Company which went out of business in 1982, revived by North American Music, Inc. who now owns Reg. No. 2,486,870; and
- 5) HALLET, DAVIS & CO., originally owned by a company of that name, last made in 1957, revived by North American Music, Inc. who now owns Reg. No. 2,417,440.

¹To make registrations of record, soft copies of .. the complete electronic equivalent (i.e., printouts of the registrations taken from the electronic search records of the United States Patent and Trademark Office) must be submitted. TMEP 710.03.

Thus, the relevant public, namely, purchasers of pianos, is well aware of the practices of the industry regarding the revival of old, famous name piano manufacturers. By these means, these famous old names are kept alive for future generations.

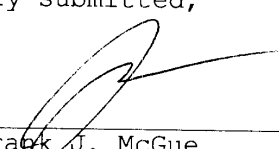
For reasons set forth above, applicant avers that the mark SCHIEDMAYER does not falsely suggest a connection with the now defunct Schiedmayer Piano Company or its successors in interest and respectfully requests withdrawal of the rejection of same under 15 U.S.C. §1052(a).

For the foregoing reasons, applicant believes its application is in condition for allowance and an early passage to publication is respectfully solicited.

Respectfully submitted,

Date: March 12, 2004

By

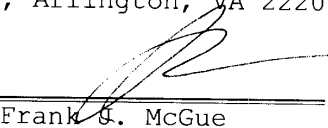


Frank J. McGue

10801 N. 32nd Street
Suite 5
Phoenix, AZ 85028
(602) 494-0311

CERTIFICATE OF MAILING

I hereby certify that the annexed RESPONSE and its attachments, namely, a POWER OF ATTORNEY AND REVOCATION OF PRIOR POWERS OF ATTORNEY AND CHANGE OF CORRESPONDENCE ADDRESS, a copy of a web pages entitled "Upright Pianos made by Rud. Ibach Sohn", "Grand Pianos made by Rud. Ibach Sohn", "We Revise our Web appearance", "Tuning Pin Size", "Kawai America Home Page", copy of email sent to Schiedmayer@wtal.de, and copies of six registration records from the U.S. Patent and Trademark Office database, are are being deposited with the U.S. Postal Service as First Class mail in an envelope addressed to Commissioner for Trademarks, 2900 Crystal Drive, Arlington, VA 22202-3514 on March 12, 2004.



Frank G. McGue

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant: Piano Factory Group)
Mark: SCHIEDMAYER) International Class 15
Serial No.: 78/157,552) Trademark Attorney: Darlene D. Johnson
Filed: August 24, 2002) Law Office 111

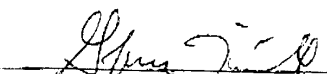
**POWER OF ATTORNEY
AND
REVOCATION OF PRIOR POWERS OF ATTORNEY
AND
CHANGE OF CORRESPONDENCE ADDRESS**

Applicant hereby revokes all previous powers of attorney given in the above identified application and appoints Frank J. McGue, a member of the bar of the State of Arizona, their attorney, with full power of substitution, delegation and revocation, to prosecute this application to register, to transact all business in the Patent and Trademark Office in connection therewith, and to receive the certificate of registration. Please direct all further correspondence relating to the above identified application to:

Frank J. McGue
10801 North 32nd Street, Suite 5
Phoenix, Arizona 85028
(602) 494-0311
(602) 996-8190 (FAX)
fjmpatent@aol.com


Respectfully submitted,


Date: 2/23/04


By 
Glenn Treibitz
General Manager
Piano Factory Group
Applicant


Upright pianos made by
RUD. IBACH SOHN
 est. 1794

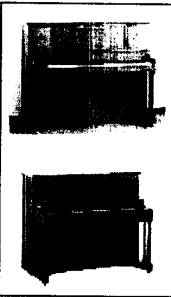
Please click the thumbnail-pictures


B - 114 Modern	
black or white polished	
optional: school equipment (castors, two locks) Hight: 114 cm, Width: 144 cm, Depths: 59 cm, Weight: 200 kg [dimensions]	


B - 114 Classic	
black polished	
Hight: 114 cm, Width: 146 cm, Depths: 58 cm, Weight: 200 kg [dimensions]	

B - 114 Tradition	
black or white polished	
walnut, mahogany or cherry polished	
beech, alder or oak open grain	
maple or cherry open grain	
Hight: 114 cm, Width: 146 cm, Depths: 58 cm, Weight: 200 kg [dimensions]	

C - 118 Elegance	
with castors	
black or white polished	
beech, alder or oak open grain	
maple or cherry open grain	
walnut, burr-walnut, mahogany und cherry polished	
Hight: 118 cm, Width: 145 cm, Depths: 60 cm, Weight: 215 kg [dimensions]	

<p>C - 118 Edition</p>	
<p><i>Design Bruno Paul 1911</i> with castors black or white polished cherry and rosewood with inlay polished oak oiled und rosewood open grain</p> <p>Height: 118 cm, Width: 148 cm, Depths: 59 cm [dimensions]</p>	

<p>H - 128 Edition</p>	
<p><i>Design Peter Behrens 1905</i> with castors black polished burr-walnut with inlay, polished</p> <p>Height: 128 cm, Width: 138 cm, Depths: 64 cm [dimensions]</p>	

<p>L - 132 Tradition</p>	
<p>with castors black polished</p> <p>Height: 132 cm, Width: 151 cm, Depths: 66 cm, Weight: 245 kg [dimensions]</p>	

Prices for other designs, veneers, shade and finish on request.

Accessories for upright and grand pianos (prices on request)

Locks
 hand operated celeste
 3rd pedal

candle-holder for H-128 Edition school-equipment (castors, two locks)
electronic mute-system (TECHNICS)


Pianobenches


STANDARD bench in beech, colour to be matched, open grain
IBACH bench matching to model C-118 edition
 black or white, polished
 or matching oak, cherry or rosewood
IBACH bench, matching to our grand piano models


letzte Änderung: Wed, 29 Oct 2008 11:38:42 UTC
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**Grand pianos made by
RUD. IBACH SOHN
est. 1794**


To enlarge the pictures, please click the thumbnails.


Grand piano F - I 165	
black polished	
Length: 165 cm, Width: 143 cm, Weight: 290 kg	


Grand piano F - II 183 TH	
black polished oak black open grain	
Length: 183 cm, Width: 153 cm, Weight: 310 kg	


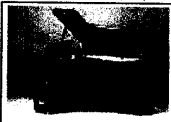
Grand piano F - II 183 TH Edition 1994	
<i>designed by Rud. Ibach Sohn in 1913</i>	
details: legs desk	
black polished fiddelback-mahogany polished burr walnut tree polished	
Length: 183 cm, Width: 153 cm, Weight: 310 kg	

Grand piano F - II 183 TH Jubilee grand	
black polished fiddelback-mahogany polished burr walnut tree polished	
Length: 183 cm, Width: 153 cm, Weight: 310 kg	

<p>Grand piano F - III 215 TH</p>	
<p><i>Model "Richard Strauss"</i></p>	
<p>black polished Length: 215 cm, Width: 153 cm, Weight: 370 kg</p>	

<p>Grand piano F - III 215 TH</p>	
<p><i>Model "Richard Strauss"</i> designed by Richard Meier</p>	
<p>Please notice our <i>extra-page</i></p>	

<p>Grand piano F - IV 240 TH</p>	
<p><i>Model "Richard Wagner"</i></p>	
<p>black polished Length: 240 cm, Width: 155 cm, Weight: 430 kg</p>	

<p>Exceptional Wishes ... ?</p>	
<p>Please notice our <i>extra - page</i> of IBACH - editions and extraordinary grands and uprights !</p>	
<p>...no idea is too crazy not to be interesting...please mail us!</p>	
<p>example: grand piano airbrushed, a very individual order by one of our customers (unique).</p>	
<p>example: grand piano, design "CLASSICISM". A special order by one of our customers, hand-made, unique instrument.</p>	

**Every IBACH-Grand Piano is equipped with Duplexscala and Sustenutopedal.
Every model is available by request in other shades, colours, different kinds of wood and veneer as to your colour sample.**

Additional accessories by request

Lock
School equipment (2 locks, castors)
Electronic mute-system

Pianobenches

STANDARD bench in beech satin with matching colour
IBACH bench in beech with matching wood or colour (adjustable height with stuffed upholstery)
BEETHOVEN bench, leather upholstery and matching to all F-II 183 TH Edition

Grand pianos of "RUD. IBACH SOHN" are top-class instruments.

letzte Änderung: Wed, 29 Oct 2003 11:33:07 UTC
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We revise our Web appearance!

Please you visit our ladengeschaeft in Wuppertal!

Thus you reach us:

<p>SCHIEDMAYER PIANOS GmbH in the PianoCenter Wuppertal</p> <p>Federal avenue 235 - D 42107 Wuppertal Telephone: 0202 - 49 38 610 fax: 0202 - 49 38 611</p> <p>opposite of Cinemaxx and schauspielhaus</p>
<p>Data as per § 6 Teledienstgesetz:</p> <p>Schiedmayer pianos GmbH Federal avenue 235 - D 42107 Wuppertal Email: schiedmayer@wtal.de Management Martin Pueckel/Rolf Ibach Trade register with the district court Wuppertal HR B 9879 USt ID. No. DE 114207327</p>

Tuning Pin Size

John Delacour JD@Pianomaker.co.uk
 Thu, 24 Jan 2002 23:02:30 +0000

- Previous message: [Wapin bridge](#)
- Next message: [Moisture control of soundboard wood](#)
- Messages sorted by: [date] [thread] [subject] [author]

At 7:51 AM -0800 1/24/02, David Love wrote:

>John:

>

>Re the tensions on the Schiedmayer. You're right, they were all over the
 >place, zigzagging back and forth. When I recalculated the scale it came out
 >quite different. What gives with the original idea, do you know?

There were two Schiedmayer factories: Schiedmayer Pianofortefabrik (formerly J. & P. Schiedmayer) and Schiedmayer und Soehne. The history of the family and the relations between the two is probably either interesting or unprintable. I've spoken a couple of times with the last surviving representative who, until a few years ago was having the Schiedmayer uprights and grands made by Kawai - and they were quite nice. By this time the firm was making only celestes but they owned a huge tract of prime land in central Stuttgart. So far as I know, this land has now been sold for a considerable fortune and presumably old Mr. Schiedmayer is retired in great comfort. Both firms were very highly regarded in their day and won all the medals and the royal appointments etc. each victory of the one firm presumably increasing the chagrin of the other. I guess at the family feuds only from the few conversations I've had with Mr S.

Both firms used very high tensions on the covered strings and the Schiedmayer und Soehne also in the plain wire. I've mentioned this before on the list. There was a craze at one time followed by certain makers for taking the wire to its limits in the quest for more power. I own a S&Soehne overstrung which certainly achieves that end, but I know they could have got as good results with a shorter scale and a different design. Nevertheless they are tremendous pianos. I always rescale the bass to make it more lively but simply make what adjustments I can in the plain wire scale without changing the bridge.

I have only restored one S. Pianofortefabrik and loved it -- even better than the S & Soehne. That was a while ago and I lost the book years ago in which I used to record the scales, so I'm only familiar with the scaling of the bass.

At 7:34 AM -0800 1/24/02, David Love wrote:

>I don't know the metric, but the pins were .276" and .278" respectively. I
 >went to a # 2 at .282".

That would be our 7.00 and 7.10 which is to say two and three sizes up from what I'd call the #0

I go 6.75, 6.90, 7.00, 7.10, 7.25, new plank, < back to zero < 7.35. 7.5 etc.

<http://www.ptg.org/pipermail/pianotech/2002-January/101802.html>

3/11/2004

JD

-
- [Previous message: Wapin bridge](#)
 - [Next message: Moisture control of soundboard wood.](#)
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Subj: **Schiedmayer pianos**
Date: 3/11/2004
To: schiedmayer@wtal.de <schiedmayer@wtal.de>

Do you have a current price list and dealers in the United States for your pianos? Reply to fjmpatent@aol.com.

Friday, March 12, 2004 America Online: FJMPATENT



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Typed Drawing

Word Mark	WINTER
Goods and Services	IC 015. US 002 021 036. G & S: Pianos. FIRST USE: 20030319. FIRST USE IN COMMERCE: 20030319
Mark Drawing Code	(1) TYPED DRAWING
Serial Number	76350778
Filing Date	December 14, 2001
Current Filing Basis	1A
Original Filing Basis	1B
Published for Opposition	June 11, 2002
Registration Number	2754085
Registration Date	August 19, 2003
Owner	(REGISTRANT) Sherman, Clay & Co. CORPORATION INDIANA 1111 Bayhill Drive, Suite 450 San Bruno CALIFORNIA 94066
Attorney of Record	Barry J. Parker
Type of Mark	TRADEMARK
Register	PRINCIPAL
Live/Dead Indicator	LIVE

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Word Mark	BRAMBACH
Goods and Services	IC 015. US 002 021 036. G & S: Pianos. FIRST USE: 20021101. FIRST USE IN COMMERCE: 20021116
Mark Drawing Code	(1) TYPED DRAWING
Serial Number	76350555
Filing Date	December 14, 2001
Current Filing Basis	1A
Original Filing Basis	1B
Published for Opposition	June 11, 2002
Registration Number	2710079
Registration Date	April 22, 2003
Owner	(REGISTRANT) Sherman, Clay & Co. CORPORATION INDIANA 851 Traeger Avenue San Bruno CALIFORNIA 94066
Attorney of Record	Barry J. Parker
Type of Mark	TRADEMARK
Register	PRINCIPAL
Live/Dead Indicator	LIVE

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Henry F. Miller.

Word Mark HENRY F. MILLER
Goods and Services IC 015. US 002 021 036. G & S: PIANOS. FIRST USE: 20010907. FIRST USE IN COMMERCE: 20010907
Mark Drawing Code (3) DESIGN PLUS WORDS, LETTERS, AND/OR NUMBERS
Design Search Code 241525
Serial Number 76006343
Filing Date March 21, 2000
Current Filing Basis 1A
Original Filing Basis 1B
Published for Opposition January 30, 2001
Registration Number 2557063
Registration Date April 2, 2002
Owner (REGISTRANT) Sherman, Clay & Co. CORPORATION INDIANA 851 Traeger Avenue San Bruno CALIFORNIA 94066
Attorney of Record BARRY J. PARKER
Prior Registrations 2384260

<http://tess2.uspto.gov/bin/showfield?f=doc&state=6jcohq.4.1>

3/8/2004

Type of Mark TRADEMARK
Register PRINCIPAL
Other Data The name "HENRY F. MILLER" does not identify a living individual.
Live/Dead Indicator LIVE

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Word Mark	HENRY F. MILLER
Goods and Services	IC 015. US 002 021 036. G & S: pianos. FIRST USE: 20000201. FIRST USE IN COMMERCE: 20000201
Mark Drawing Code	(1) TYPED DRAWING
Serial Number	75979477
Filing Date	July 8, 1997
Current Filing Basis	1A
Original Filing Basis	1B
Published for Opposition	September 8, 1998
Registration Number	2384260
Registration Date	September 5, 2000
Owner	(REGISTRANT) Sherman, Clay & Co. CORPORATION INDIANA 851 Traeger Avenue San Bruno CALIFORNIA 94066
Attorney of Record	SHELDON R MEYER
Type of Mark	TRADEMARK
Register	PRINCIPAL
Other Data	"HENRY F MILLER" does not identify any individual.
Live/Dead Indicator	LIVE

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Typed Drawing

Word Mark HARDMAN
Goods and Services IC 015. US 002 021 036. G & S: PIANOS. FIRST USE: 19991004. FIRST USE IN COMMERCE: 19991004
Mark Drawing Code (1) TYPED DRAWING
Serial Number 75852505
Filing Date November 15, 1999
Current Filing Basis 1A
Original Filing Basis 1A
Published for Opposition June 19, 2001
Registration Number 2486870
Registration Date September 11, 2001
Owner (REGISTRANT) North American Music, Inc. CORPORATION NEW JERSEY
 126 Route 303 West Nyack NEW YORK 10994
Attorney of Record STANLEY J. YAVNER
Type of Mark TRADEMARK
Register PRINCIPAL
Live/Dead Indicator LIVE

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Record 1 out of 1

Check Status

(*MARK contains current status, correspondence address and attorney of record for this mark. Use the "Back" button of the Internet Browser to return to TESS*)

Hallet, Davis & Co.

Word Mark	HALLET, DAVIS & CO.
Goods and Services	IC 015. US 002 021 036. G & S: Pianos and organs. FIRST USE: 19980925. FIRST USE IN COMMERCE: 19980925
Mark Drawing Code	(5) WORDS, LETTERS, AND/OR NUMBERS IN STYLIZED FORM
Serial Number	75879366
Filing Date	December 27, 1999
Current Filing Basis	1A
Original Filing Basis	1A
Published for Opposition	October 10, 2000
Registration Number	2417440
Registration Date	January 2, 2001
Owner	(REGISTRANT) North American Music, Inc. CORPORATION NEW JERSEY 126 Route 303 West Nyack NEW JERSEY 10994
Attorney of Record	Frank J. McGue
Disclaimer	NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "& Co." APART FROM THE MARK AS SHOWN

<http://tess2.uspto.gov/bin/showfield?f=doc&state=6jcohq.8.1>

3/8/2004

Type of Mark TRADEMARK
Register PRINCIPAL
**Live/Dead
Indicator** LIVE

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Trademark

Serial Number
(Text)



NEW CASE DELIVERED

JAN 15 2003

PROSECUTION HISTORY

LAW OFFICE 111	Entry	Date	Initials
1.		JAN 21 2003	SI
2.	ahaltA	6/25/03	JUL 14 2003 JN
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
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18.			
19.			

- 20. _____
- 21. _____
- 22. _____
- 23. _____
- 24. _____
- 25. _____
- 26. _____
- 27. _____
- 28. _____
- 29. _____
- 30. _____

See inside of file for additional entries.



NOTES TO THE FILE AND APPROVALS

DATE	<i>(All Entries Should Be Dated and Initialed)</i>	INITIALS
1/21/02	P. Bourde	PB

Jun 2, 2004

NOTICE OF PUBLICATION UNDER 12(a)

- | | |
|--------------------------------------|--------------------------------------|
| 1. Serial No.:
78/157,552 | 2. Mark:
SCHIEDMAYER |
| 3. International Class(es):
15 | |
| 4. Publication Date:
Jun 22, 2004 | 5. Applicant:
Piano Factory Group |

The mark of the application identified appears to be entitled to registration. The mark will, in accordance with Section 12(a) of the Trademark Act of 1946, as amended, be published in the Official Gazette on the date indicated above for the purpose of opposition by any person who believes he will be damaged by the registration of the mark. If no opposition is filed within the time specified by Section 13(a) of the Statute or by rules 2.101 or 2.102 of the Trademark Rules, the Commissioner of Patents and Trademarks may issue a notice of allowance pursuant to section 13(b) of the Statute.

Copies of the trademark portion of the Official Gazette containing the publication of the mark may be obtained from:

The Superintendent of Documents
U.S. Government Printing Office
PO Box 371954
Pittsburgh, PA 15250-7954
Phone: (202) 512-1800

By direction of the Commissioner.

Correspondence Address:

FRANK J. MCGUE
10801 N 32ND ST STE 5
PHOENIX AZ 85028

TMP&I

U.S. Patent and Trademark Office (USPTO)

NOTICE OF ALLOWANCE

NOTE: If any data on this notice is incorrect, please fax a request for correction to the Intent to Use Unit at 703-746-3400. Please include the serial number of your application on ALL correspondence with the USPTO.

ISSUE DATE: Sep 14, 2004

FRANK J. MCGUE
10801 N 32ND ST STE 5
PHOENIX AZ 85028

**** IMPORTANT INFORMATION: 6 MONTH DEADLINE ****

You filed the trademark application identified below based upon a bona fide intention to use the mark in commerce. You must use the mark in commerce and file a Statement of Use (a.k.a. Allegation of Use) before the USPTO will register the mark. You have six (6) MONTHS from the ISSUE DATE of this Notice of Allowance (NOA) to file either a Statement of Use, or if you are not yet using the mark in commerce, a Request for Extension of Time to File a Statement of use ("Extension Request"). If you file an extension request, you must continue to file a new request every six months until the Statement of Use is filed. Applicant may file a total of five (5) extension requests. FAILURE TO FILE A REQUIRED DOCUMENT DURING THE APPROPRIATE TIME PERIOD WILL RESULT IN THE ABANDONMENT OF YOUR APPLICATION.

Please note that both the "Statement of Use " and "Extension Request" have many legal requirements including fees. Therefore, we encourage use of the USPTO forms, available online at <http://www.uspto.gov/teas/index.html> (under "File a PRE-registration form"), to avoid the possible omission of important information. Please note that the Trademark Electronic Application System (TEAS) provides line-by-line help instructions for completing the Extension Request or Statement of Use forms online. If you do not have access to the Internet, you may call 1-800-786-9199 to request the printed form(s).

SERIAL NUMBER: 78/157552
MARK: SCHIEDMAYER
OWNER: Piano Factory Group
1033 Hollywood Way
Burbank , CALIFORNIA 91505

Section 1(a): NO Section 1(b): YES Section 44(e): NO
GOODS/SERVICES BY INTERNATIONAL CLASS

015 - pianos, namely, upright pianos, grand pianos, and digital pianos
ALL OF THE GOODS/SERVICES IN EACH CLASS ARE LISTED

ADDITIONAL INFORMATION MAY BE PRESENT IN THE USPTO RECORDS

SOU Extension Request

The table below presents the data as entered.

Input Field	Entered
SERIAL NUMBER	78157552
LAW OFFICE ASSIGNED	LAW OFFICE 111
MARK SECTION	
STANDARD CHARACTERS	NO
LITERAL ELEMENT	SCHIEDMAYER
OWNER SECTION (no change)	
ATTORNEY SECTION (no change)	
GOODS AND/OR SERVICES SECTION	
INTERNATIONAL CLASS	015
GOODS AND/OR SERVICES	KEEP ALL LISTED
EXTENSION SECTION	
EXTENSION NUMBER	1
ALLOWANCE MAIL DATE	09/14/2004
STATEMENT OF USE	NO
PAYMENT SECTION	
NUMBER OF CLASSES	1
SUBTOTAL AMOUNT	150
TOTAL AMOUNT	150
SIGNATURE SECTION	
SIGNATURE	/FrankJMcGue/
SIGNATORY NAME	Frank J. McGue
SIGNATORY POSITION	Attorney
DATE SIGNED	03/14/2005
FILING INFORMATION	
SUBMIT DATE	Mon Mar 14 17:09:57 EST 2005
TEAS STAMP	USPTO/ESU-XXX.XXX.XXX.XX- 20050314170957396756-7815 7552-250b6adcc7a7cfaa56b8 cadaff7f8b1db-CC-527-2005 0314170709653486

**SOU Extension Request
(15 U.S.C. Section 1051(d))**

To the Commissioner for Trademarks:

MARK: SCHIEDMAYER
SERIAL NUMBER: 78157552

The applicant, Piano Factory Group, having an address of 1033 Hollywood Way, Burbank, California United States 91505, requests a six-month extension of time to file the Statement of Use under 37 C.F.R. Section 2.89 in this application. The Notice of Allowance mailing date was 09/14/2004.

For International Class: 015, the applicant has a continued bona fide intention to use or use through the applicant's related company or licensee the mark in commerce on or in connection with all of the goods and/or services listed in the Notice of Allowance, or as subsequently modified.

This is the first extension request.

The applicant hereby appoints Frank J. McGue to submit this Request for Extension of Time to File a Statement of Use on behalf of the applicant. A fee payment in the amount of \$150 will be submitted with the form, representing payment for 1 class.

Declaration

The undersigned being hereby 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 document, declares that he/she is properly authorized to execute this document on behalf of the Owner; and all statements made of his/her own knowledge are true and that all statements made on information and belief are believed to be true.

Signature: /FrankJMcGue/ Date Signed: 03/14/2005
Signatory's Name: Frank J. McGue
Signatory's Position: Attorney

RAM Sale Number: 527
RAM Accounting Date: 03/15/2005

Serial Number: 78157552
Internet Transmission Date: Mon Mar 14 17:09:57 EST 2005
TEAS Stamp: USPTO/ESU-XXX.XXX.XXX.XX-200503141709573
96756-78157552-250b6adcc7a7cfaa56b8cadaf
f7f8b1db-CC-527-20050314170709653486

FEE RECORD SHEET

Serial Number: 78157552



RAM Sale Number: 527

Total Fees: \$150

RAM Accounting Date: 20050315

<u>Transaction</u>	<u>Fee Code</u>	<u>Transaction Date</u>	<u>Fee per Class</u>	<u>Number of Classes</u>	<u>Total Fee</u>
Extension Request for SOU	7004	20050314	\$150	1	\$150

Transaction Date: 20050314



Commissioner for Trademarks
P.O. Box 1451
Alexandria, VA 22313-1451
www.uspto.gov

NOTICE OF APPROVAL OF EXTENSION REQUEST

Apr 7, 2005

TM11

ATTORNEY
REFERENCE NUMBER:

FRANK J. MCGUE
10801 N 32ND ST STE 5
PHOENIX AZ 85028

SERIAL NUMBER: 78/157552

MARK: SCHIEDMAYER

OWNER: Piano Factory Group

EXTENSION REQUEST NUMBER: 1 **NOTICE OF ALLOWANCE DATE:** Sep 14, 2004

A Notice of Allowance was issued on Sep 14, 2004 for the trademark application identified above. The FIRST request for Extension of Time to File a Statement of Use has been approved. Applicant must continue to file extension requests every 6 months calculated from the date the Notice of Allowance was issued until a Statement of Use is filed. Please note that a Statement of Use cannot be filed more than 36 months from the issuance date of the Notice of Allowance.

For further information please check the USPTO web site at www.uspto.gov or call the Trademark Assistance Center at 703-308-9000.

Petition to Revive Abandoned Application - Failure to File Timely Statement of Use or Extension Request of Use

The table below presents the data as entered.

Input Field	Entered
SERIAL NUMBER	78157552
LAW OFFICE ASSIGNED	LAW OFFICE 111
DATE OF NOTICE OF ABANDONMENT	00/00/0000
MARK SECTION	
MARK	SCHIEDMAYER
PETITION	
PETITION STATEMENT	Applicant has firsthand knowledge that the failure to file an SOU or Extension Request by the specific deadline was unintentional, and requests the USPTO to revive the abandoned application.
NOTICE OF ALLOWANCE	Notice of Allowance was received by applicant
EXTENSION OF TIME TO FILE STATEMENT OF USE	
OWNER SECTION	
NAME	Piano Factory Group
STREET	1033 Hollywood Way
CITY	Burbank
STATE	CA
ZIP/POSTAL CODE	91505
COUNTRY	US
ATTORNEY SECTION	
NAME	FRANK J. MCGUE
GOODS AND/OR SERVICES SECTION	
INTERNATIONAL CLASS	015
KEEP EXISTING GOODS AND/OR SERVICES	YES
EXTENSION SECTION	
EXTENSION PERIOD(S)	2
ONGOING EFFORT	product or service research or development; manufacturing activities; promotional activities; Applicant believes it has made valid use of the mark in commerce and is in the process of preparing a Statement of Use
ALLOWANCE MAIL DATE	09/14/2004
PAYMENT SECTION	
SUBTOTAL AMOUNT	100
NUMBER OF CLASS	1

SUBTOTAL AMOUNT	150
TOTAL AMOUNT	250
SIGNATURE SECTION	
SIGNATURE	/FrankJMcGue/
SIGNATORY NAME	Frank J. McGue
SIGNATORY DATE	10/12/2005
SIGNATORY POSITION	Attorney
FILING INFORMATION	
SUBMIT DATE	Wed Oct 12 12:23:27 EDT 2005
TEAS STAMP	USPTO/PSE-XXXXXXXXXXXX-200 51012122327270159-7815755 2-250fc46ecb24acf7f1b1af7 b637a0ab31-CC-1393-200510 12122139292050

Petition to Revive Abandoned Application - Failure to File Timely Statement of Use or Extension Request of Use
To the Commissioner for Trademarks:

MARK: SCHIEDMAYER
SERIAL NUMBER: 78157552

PETITION

Applicant has firsthand knowledge that the failure to file an SOU or Extension Request by the specific deadline was unintentional, and requests the USPTO to revive the abandoned application.

EXTENSION OF TIME TO FILE STATEMENT OF USE

The applicant, Piano Factory Group, residing at 1033 Hollywood Way, Burbank, CA US 91505, requests revival of the application identified above, and submits extension(s) of time to file the Statement of Use under 37 C.F.R. Section 2.89. The Notice of Allowance mailing date was 09/14/2004.

For International Class: 015, the applicant has a continued bona fide intention to use or use through the applicant's related company or licensee the mark in commerce on or in connection with all of the goods and/or services listed in the Notice of Allowance, or as subsequently modified.

The applicant is filing extension number(s): 2.

The applicant has made the following ongoing efforts to use the mark in commerce on or in connection with each of those goods and/or services covered by the extension request: product or service research or development; manufacturing activities; promotional activities; Applicant believes it has made valid use of the mark in commerce and is in the process of preparing a Statement of Use.

The applicant hereby appoints FRANK J. MCGUE to submit this Petition to Revive Abandoned Application - Failure to File Timely Statement of Use or Extension Request of Use on behalf of the applicant.

A fee payment in the amount of \$250 will be submitted with the form.

Declaration

The undersigned being hereby 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 document, declares that he/she is properly authorized to execute this document on behalf of the Owner; and all statements made of his/her own knowledge are true and that all statements made on information and belief are believed to be true.

Signature: /FrankJMcGue/ Date: 10/12/2005
Signatory's Name: Frank J. McGue
Signatory's Position: Attorney

Serial Number: 78157552
Internet Transmission Date: Wed Oct 12 12:23:27 EDT 2005
TEAS Stamp: USPTO/PSE-XXXXXXXXXXXX-200510121223272701
59-78157552-250fc46ecb24acf7f1b1af7b637a
0ab31-CC-1393-20051012122139292050

RAM SALE NUMBER: 1393
RAM ACCOUNTING DATE: 20051012

INTERNET TRANSMISSION DATE:
2005/10/12

SERIAL NUMBER:
78/157552

Description	Fee Code	Transaction	Total Fees Paid
POA	7005	2005/10/12	100
ESU	7004	2005/10/12	150

Side - 1



NOTICE OF REVIVAL
MAILING DATE: Oct 12, 2005

The trademark application identified below has been revived to pending status. The application file will be forwarded to the appropriate section of the Office for further processing.

To verify the status and location of your application, please wait approximately three weeks and check the USPTO website at <http://tarr.uspto.gov/> or call the Trademark Assistance Center at 1-800-786-9199.

SERIAL NUMBER: 78157552
MARK: SCHIEDMAYER
OWNER: Piano Factory Group
REVIVAL DATE: Oct 12, 2005

Side - 2

UNITED STATES PATENT AND TRADEMARK OFFICE
COMMISSIONER FOR TRADEMARKS
P.O. BOX 1451
ALEXANDRIA, VA 22313-1451

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FRANK J MCGUE
10801 N 32ND ST STE 5
PHOENIX, AZ 85028

Side - 1



**NOTICE OF APPROVAL
OF EXTENSION REQUEST
MAILING DATE: Oct 20, 2005**

A Notice of Allowance issued for the trademark application identified below on Sep 14, 2004. The SECOND request for extension of time to file a Statement of Use has been approved. Applicant must continue to file extension requests every 6 months calculated from the date the Notice of Allowance was issued until a Statement of Use is filed. Please note that a Statement of Use cannot be filed more than 36 months from the issuance date of the Notice of Allowance.

For further information, visit our website at: <http://www.uspto.gov> or call the Trademark Assistance Center at 1-800-786-9199.

SERIAL NUMBER: 78157552
MARK: SCHIEDMAYER
OWNER: Piano Factory Group

Side - 2

UNITED STATES PATENT AND TRADEMARK OFFICE
COMMISSIONER FOR TRADEMARKS
P.O. BOX 1451
ALEXANDRIA, VA 22313-1451

FIRST-CLASS MAIL
U.S POSTAGE
PAID

FRANK J MCGUE
10801 N 32ND ST STE 5
PHOENIX, AZ 85028

SOU Extension Request

The table below presents the data as entered.

Input Field	Entered
SERIAL NUMBER	78157552
LAW OFFICE ASSIGNED	LAW OFFICE 111
MARK SECTION	
STANDARD CHARACTERS	NO
LITERAL ELEMENT	SCHIEDMAYER
OWNER SECTION (no change)	
ATTORNEY SECTION (no change)	
GOODS AND/OR SERVICES SECTION	
INTERNATIONAL CLASS	015
GOODS AND/OR SERVICES	KEEP ALL LISTED
EXTENSION SECTION	
EXTENSION NUMBER	3
ONGOING EFFORT	product or service research development;manufacturing activities; promotional activities
ALLOWANCE MAIL DATE	09/14/2004
STATEMENT OF USE	NO
PAYMENT SECTION	
NUMBER OF CLASSES	1
SUBTOTAL AMOUNT	150
TOTAL AMOUNT	150
SIGNATURE SECTION	
SIGNATURE	/FrankJMcGue/
SIGNATORY NAME	Frank J. McGue
SIGNATORY POSITION	Attorney
DATE SIGNED	03/14/2006
FILING INFORMATION	
SUBMIT DATE	Tue Mar 14 11:27:08 EST 2006
TEAS STAMP	USPTO/ESU-XXX.XXX.XXX.XX- 20060314112708232480-7815 7552-320090bd2adb1acc6531 72324e5648ef-CC-1495-2006 0314112309815470

**SOU Extension Request
(15 U.S.C. Section 1051(d))**

To the Commissioner for Trademarks:

MARK: SCHIEDMAYER
SERIAL NUMBER: 78157552

The applicant, Piano Factory Group, having an address of 1033 Hollywood Way, Burbank, California United States 91505, requests a six-month extension of time to file the Statement of Use under 37 C.F.R. Section 2.89 in this application. The Notice of Allowance mailing date was 09/14/2004.

For International Class: 015, the applicant has a continued bona fide intention to use or use through the applicant's related company or licensee the mark in commerce on or in connection with all of the goods and/or services listed in the Notice of Allowance, or as subsequently modified.

This is the third extension request. The applicant has made the following ongoing efforts to use the mark in commerce on or in connection with each of those goods and/or services covered by the extension request: product or service research development; manufacturing activities; promotional activities.

The applicant hereby appoints FRANK J. MCGUE to submit this Request for Extension of Time to File a Statement of Use on behalf of the applicant.

A fee payment in the amount of \$150 will be submitted with the form, representing payment for 1 class.

Declaration

The undersigned being hereby 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 document, declares that he/she is properly authorized to execute this document on behalf of the Owner; and all statements made of his/her own knowledge are true and that all statements made on information and belief are believed to be true.

Signature: /FrankJMcGue/ Date Signed: 03/14/2006
Signatory's Name: Frank J. McGue
Signatory's Position: Attorney

RAM Sale Number: 1495
RAM Accounting Date: 03/14/2006

Serial Number: 78157552
Internet Transmission Date: Tue Mar 14 11:27:08 EST 2006
TEAS Stamp: USPTO/ESU-XXX.XXX.XXX.XX-200603141127082
32480-78157552-320090bd2adb1acc653172324
e5648ef-CC-1495-20060314112309815470

Side - 1



**NOTICE OF APPROVAL
OF EXTENSION REQUEST
MAILING DATE: Mar 16, 2006**

A Notice of Allowance issued for the trademark application identified below on Sep 14, 2004. The THIRD request for extension of time to file a Statement of Use has been approved. Applicant must continue to file extension requests every 6 months calculated from the date the Notice of Allowance was issued until a Statement of Use is filed. Please note that a Statement of Use cannot be filed more than 36 months from the issuance date of the Notice of Allowance.

For further information, visit our website at: <http://www.uspto.gov> or call the Trademark Assistance Center at 1-800-786-9199.

SERIAL NUMBER: 78157552
MARK: SCHIEDMAYER
OWNER: Piano Factory Group

Side - 2

UNITED STATES PATENT AND TRADEMARK OFFICE
COMMISSIONER FOR TRADEMARKS
P.O. BOX 1451
ALEXANDRIA, VA 22313-1451

FIRST-CLASS MAIL
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FRANK J MCGUE
10801 N 32ND ST STE 5
PHOENIX, AZ 85028

SOU Extension Request

The table below presents the data as entered.

Input Field	Entered
SERIAL NUMBER	78157552
LAW OFFICE ASSIGNED	LAW OFFICE 111
MARK SECTION	
STANDARD CHARACTERS	NO
LITERAL ELEMENT	SCHIEDMAYER
OWNER SECTION (no change)	
ATTORNEY SECTION (no change)	
GOODS AND/OR SERVICES SECTION	
INTERNATIONAL CLASS	015
GOODS AND/OR SERVICES	KEEP ALL LISTED
EXTENSION SECTION	
EXTENSION NUMBER	4
ONGOING EFFORT	product or service research development;manufacturing activities; promotional activities
ALLOWANCE MAIL DATE	09/14/2004
STATEMENT OF USE	NO
PAYMENT SECTION	
NUMBER OF CLASSES	1
SUBTOTAL AMOUNT	150
TOTAL AMOUNT	150
SIGNATURE SECTION	
SIGNATURE	/FrankJMcGue/
SIGNATORY NAME	Frank J. McGue
SIGNATORY POSITION	Attorney
DATE SIGNED	09/11/2006
FILING INFORMATION	
SUBMIT DATE	Mon Sep 11 23:18:57 EDT 2006
TEAS STAMP	USPTO/ESU-XXX.XXX.XXX.XX- 20060911231857220046-7815 7552-3328793bc9478160fce6 37914be6614ecb-CC-983-200 60911231604820201

**SOU Extension Request
(15 U.S.C. Section 1051(d))**

To the Commissioner for Trademarks:

MARK: SCHIEDMAYER
SERIAL NUMBER: 78157552

The applicant, Piano Factory Group, having an address of 1033 Hollywood Way, Burbank, California United States 91505, requests a six-month extension of time to file the Statement of Use under 37 C.F.R. Section 2.89 in this application. The Notice of Allowance mailing date was 09/14/2004.

For International Class: 015, the applicant has a continued bona fide intention to use or use through the applicant's related company or licensee the mark in commerce on or in connection with all of the goods and/or services listed in the Notice of Allowance, or as subsequently modified.

This is the fourth extension request. The applicant has made the following ongoing efforts to use the mark in commerce on or in connection with each of those goods and/or services covered by the extension request: product or service research development; manufacturing activities; promotional activities.

The applicant hereby appoints FRANK J. MCGUE to submit this Request for Extension of Time to File a Statement of Use on behalf of the applicant.

A fee payment in the amount of \$150 will be submitted with the form, representing payment for 1 class.

Declaration

The undersigned being hereby 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 document, declares that he/she is properly authorized to execute this document on behalf of the Owner; and all statements made of his/her own knowledge are true and that all statements made on information and belief are believed to be true.

Signature: /FrankJMcGue/ Date Signed: 09/11/2006
Signatory's Name: Frank J. McGue
Signatory's Position: Attorney

RAM Sale Number: 983
RAM Accounting Date: 09/12/2006

Serial Number: 78157552
Internet Transmission Date: Mon Sep 11 23:18:57 EDT 2006
TEAS Stamp: USPTO/ESU-XXX.XXX.XXX.XX-200609112318572
20046-78157552-3328793bc9478160fce637914
be6614ecb-CC-983-20060911231604820201

Side - 1



**NOTICE OF APPROVAL
OF EXTENSION REQUEST
MAILING DATE: Sep 13, 2006**

A Notice of Allowance issued for the trademark application identified below on Sep 14, 2004. The FOURTH request for extension of time to file a Statement of Use has been approved. Applicant must continue to file extension requests every 6 months calculated from the date the Notice of Allowance was issued until a Statement of Use is filed. Please note that a Statement of Use cannot be filed more than 36 months from the issuance date of the Notice of Allowance.

For further information, visit our website at: <http://www.uspto.gov> or call the Trademark Assistance Center at 1-800-786-9199.

SERIAL NUMBER: 78157552
MARK: SCHIEDMAYER
OWNER: Piano Factory Group

Side - 2

UNITED STATES PATENT AND TRADEMARK OFFICE
COMMISSIONER FOR TRADEMARKS
P.O. BOX 1451
ALEXANDRIA, VA 22313-1451

FIRST-CLASS MAIL
U.S POSTAGE
PAID

FRANK J MCGUE
10801 N 32ND ST STE 5
PHOENIX, AZ 85028

SOU Extension Request

The table below presents the data as entered.

Input Field	Entered
SERIAL NUMBER	78157552
LAW OFFICE ASSIGNED	LAW OFFICE 111
MARK SECTION	
STANDARD CHARACTERS	NO
LITERAL ELEMENT	SCHIEDMAYER
OWNER SECTION (no change)	
ATTORNEY SECTION (no change)	
GOODS AND/OR SERVICES SECTION	
INTERNATIONAL CLASS	015
GOODS AND/OR SERVICES	KEEP ALL LISTED
EXTENSION SECTION	
EXTENSION NUMBER	5
ONGOING EFFORT	product or service research development;manufacturing activities; promotional activities
ALLOWANCE MAIL DATE	09/14/2004
STATEMENT OF USE	NO
PAYMENT SECTION	
NUMBER OF CLASSES	1
SUBTOTAL AMOUNT	150
TOTAL AMOUNT	150
SIGNATURE SECTION	
SIGNATURE	/FrankJMcGue/
SIGNATORY NAME	Frank J. McGue
SIGNATORY POSITION	Attorney of Record
DATE SIGNED	03/13/2007
FILING INFORMATION	
SUBMIT DATE	Tue Mar 13 13:08:56 EDT 2007
TEAS STAMP	USPTO/ESU-XXX.XXX.XXX.XX- 20070313130856122479-7815 7552-3609636b9b58cbc1d39c 8a7a6636d4d619b-CC-2169-2 0070313130631801452

**SOU Extension Request
(15 U.S.C. Section 1051(d))**

To the Commissioner for Trademarks:

MARK: SCHIEDMAYER
SERIAL NUMBER: 78157552

The applicant, Piano Factory Group, having an address of 1033 Hollywood Way, Burbank, California United States 91505, requests a six-month extension of time to file the Statement of Use under 37 C.F.R. Section 2.89 in this application. The Notice of Allowance mailing date was 09/14/2004.

For International Class: 015, the applicant has a continued bona fide intention to use or use through the applicant's related company or licensee the mark in commerce on or in connection with all of the goods and/or services listed in the Notice of Allowance, or as subsequently modified.

This is the fifth extension request. The applicant has made the following ongoing efforts to use the mark in commerce on or in connection with each of those goods and/or services covered by the extension request: product or service research development; manufacturing activities; promotional activities.

The applicant hereby appoints FRANK J. MCGUE to submit this Request for Extension of Time to File a Statement of Use on behalf of the applicant.

A fee payment in the amount of \$150 will be submitted with the form, representing payment for 1 class.

Declaration

The undersigned being hereby 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 document, declares that he/she is properly authorized to execute this document on behalf of the Owner; and all statements made of his/her own knowledge are true and that all statements made on information and belief are believed to be true.

Signature: /FrankJMcGue/ Date Signed: 03/13/2007
Signatory's Name: Frank J. McGue
Signatory's Position: Attorney of Record

RAM Sale Number: 2169
RAM Accounting Date: 03/13/2007

Serial Number: 78157552
Internet Transmission Date: Tue Mar 13 13:08:56 EDT 2007
TEAS Stamp: USPTO/ESU-XXX.XXX.XXX.XX-200703131308561
22479-78157552-3609636b9b58cbc1d39c8a7a6
636d4d619b-CC-2169-20070313130631801452

Side - 1



**NOTICE OF APPROVAL
OF EXTENSION REQUEST
MAILING DATE: Mar 15, 2007**

A Notice of Allowance issued for the trademark application identified below on Sep 14, 2004. The FIFTH request for extension of time to file a Statement of Use has been approved. Applicant must continue to file extension requests every 6 months calculated from the date the Notice of Allowance was issued until a Statement of Use is filed. Please note that a Statement of Use cannot be filed more than 36 months from the issuance date of the Notice of Allowance.

For further information, visit our website at: <http://www.uspto.gov> or call the Trademark Assistance Center at 1-800-786-9199.

SERIAL NUMBER: 78157552
MARK: SCHIEDMAYER
OWNER: Piano Factory Group

Side - 2

UNITED STATES PATENT AND TRADEMARK OFFICE
COMMISSIONER FOR TRADEMARKS
P.O. BOX 1451
ALEXANDRIA, VA 22313-1451

FIRST-CLASS MAIL
U.S POSTAGE
PAID

FRANK J MCGUE
10801 N 32ND ST STE 5
PHOENIX, AZ 85028

Trademark/Service Mark Statement of Use (15 U.S.C. Section 1051(d))

The table below presents the data as entered.

Input Field	Entered
SERIAL NUMBER	78157552
LAW OFFICE ASSIGNED	LAW OFFICE 111
NOTICE OF ALLOWANCE	YES
EXTENSION OF USE	NO
REQUEST TO DIVIDE	NO
MARK SECTION	
STANDARD CHARACTERS	NO
LITERAL ELEMENT	SCHIEDMAYER
OWNER SECTION (no change)	
ATTORNEY SECTION (current)	
NAME	FRANK J. MCGUE
FIRM NAME	10801 N 32ND ST STE 5
CITY	PHOENIX
STATE	Arizona
POSTAL CODE	85028
COUNTRY	United States
PHONE	602-494-0311
FAX	602-996-8190
EMAIL	fjmpatent@aol.com
ATTORNEY SECTION (proposed)	
NAME	FRANK J. MCGUE
FIRM NAME	Frank J. McGue
INTERNAL ADDRESS	Suite 5
STREET	10801 N. 32nd Street
CITY	PHOENIX
STATE	Arizona
POSTAL CODE	85028
COUNTRY	United States
PHONE	602-494-0311
FAX	602-996-8190

EMAIL	fjmpatent@aol.com
AUTHORIZED TO COMMUNICATE VIA E-MAIL	Yes
GOODS AND/OR SERVICES SECTION	
INTERNATIONAL CLASS	015
CURRENT IDENTIFICATION	Pianos, namely, upright pianos, grand pianos, and digital pianos
GOODS AND/OR SERVICES	KEEP ALL LISTED
FIRST USE ANYWHERE DATE	11/10/2003
FIRST USE IN COMMERCE DATE	11/10/2003
SPECIMEN FILE NAME(S)	\\TICRS2\EXPORT13\781\575\78157552\xml1\SOU0002.JP G
SPECIMEN DESCRIPTION	photograph of piano with mark imprinted thereon
PAYMENT SECTION	
NUMBER OF CLASSES	1
SUBTOTAL AMOUNT	100
TOTAL AMOUNT	100
SIGNATURE SECTION	
SIGNATURE	/FrankJMcGue/
SIGNATORY'S NAME	Frank J. McGue
SIGNATORY'S POSITION	Attorney of Record
DATE SIGNED	09/10/2007
FILING INFORMATION	
SUBMIT DATE	Mon Sep 10 11:56:35 EDT 2007
TEAS STAMP	USPTO/SOU-XXX.XXX.XXX.XXX -20070910115635338523-781 57552-400cf28594a5a7b4310 eb449b64d6e49437-CC-5923- 20070910114956054405

**Trademark/Service Mark Statement of Use
(15 U.S.C. Section 1051(d))**

To the Commissioner for Trademarks:

MARK: SCHIEDMAYER
SERIAL NUMBER: 78157552

This Allegation of Use is being filed after a Notice of Allowance has issued.

The applicant, Piano Factory Group, having an address of 1033 Hollywood Way, Burbank, California United States 91505, is using or is using through a related company or licensee the mark in commerce on or in connection with the goods and/or services as follows:

For International Class 015:
Current identification: Pianos, namely, upright pianos, grand pianos, and digital pianos

The applicant, or the applicant's related company or licensee, is using the mark in commerce on or in connection with all goods and/or services listed in the application or Notice of Allowance or as subsequently modified.

The mark was first used by the applicant, or the applicant's related company, licensee, or predecessor in interest at least as early as 11/10/2003, and first used in commerce at least as early as 11/10/2003, and is now in use in such commerce. The applicant is submitting one specimen for the class showing the mark as used in commerce on or in connection with any item in the class, consisting of a(n) photograph of piano with mark imprinted thereon.

[Specimen File 1](#)

The applicant hereby appoints FRANK J. MCGUE of Frank J. McGue, Suite 5, 10801 N. 32nd Street, PHOENIX, Arizona United States 85028 to submit this Trademark/Service Mark Statement of Use on behalf of the applicant.

A fee payment in the amount of \$100 will be submitted with the form, representing payment for 1 class.

Declaration

Applicant requests registration of the above-identified trademark/service mark in the United States Patent and Trademark Office on the Principal Register established by the Act of July 5, 1946 (15 U.S.C. Section 1051 et seq., as amended). Applicant is the owner of the mark sought to be registered, and is using the mark 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 undersigned being hereby 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 document, declares that he/she is properly authorized to execute this document on behalf of the Owner; and all statements made of his/her own knowledge are true and that all statements made on information and belief are believed to be true.

Signature: /FrankJMcGue/ Date Signed: 09/10/2007
Signatory's Name: Frank J. McGue
Signatory's Position: Attorney of Record

Mailing Address:
10801 N 32ND ST STE 5

PHOENIX, Arizona 85028

Mailing Address:
Frank J. McGue
Suite 5
10801 N. 32nd Street

PHOENIX, Arizona 85028

RAM Sale Number: 5923

RAM Accounting Date: 09/10/2007

Serial Number: 78157552

Internet Transmission Date: Mon Sep 10 11:56:35 EDT 2007

TEAS Stamp: USPTO/SOU-XXX.XXX.XXX.XXX-20070910115635

338523-78157552-400cf28594a5a7b4310eb449

b64d6e49437-CC-5923-20070910114956054405



FEE RECORD SHEET

Serial Number: 78157552



RAM Sale Number: 5923

Total Fees: \$100

RAM Accounting Date: 20070910

<u>Transaction</u>	<u>Fee Code</u>	<u>Transaction Date</u>	<u>Fee per Class</u>	<u>Number of Classes</u>	<u>Total Fee</u>
Statement of Use (SOU)	7003	20070910	\$100	1	\$100

Transaction Date: 20070910





*** User:ebelenker ***

#	Total Marks	Dead Marks	Live Viewed Docs	Live Viewed Images	Status/ Search Duration	Search
01	1	0	1	0	0:01	78157552[SN]
02	4	1	3	0	P/0:02	"piano factory group"[ow]
03	2	1	1	0	P/0:01	*schiedmayer*
04	5	3	2	1	P/0:01	*schied*
05	553	N/A	0	0	P/0:02	*m{v}yer*
06	4	2	2	1	P/0:02	*m{v}yer* and "015"[ic]
07	1	0	1	1	P/0:01	*m{v}yer* and (a b "200")[ic]

Session started 9/14/2007 2:23:40 PM

Session finished 9/14/2007 2:25:12 PM

Total search duration 0 minutes 10 seconds

Session duration 1 minutes 32 seconds

Default NEAR limit=1ADJ limit=1

Sent to TICRS as Serial Number: 78157552

Trademark Snap Shot Publication Stylesheet

(Table presents the data on Publication Approval)

OVERVIEW

SERIAL NUMBER	78157552	FILING DATE	08/24/2002
REG NUMBER	0000000	REG DATE	N/A
REGISTER	PRINCIPAL	MARK TYPE	TRADEMARK
INTL REG #	N/A	INTL REG DATE	N/A
TM ATTORNEY	BELENKER, ESTHER ANN	L.O. ASSIGNED	111

PUB INFORMATION

RUN DATE	09/15/2007
PUB DATE	06/22/2004
STATUS	818-SU - STATEMENT OF USE ACCEPTED - APPROVED FOR REGISTRATION
STATUS DATE	09/14/2007
LITERAL MARK ELEMENT	SCHIEDMAYER

DATE ABANDONED	N/A	DATE CANCELLED	N/A
SECTION 2F	NO	SECTION 2F IN PART	NO
SECTION 8	NO	SECTION 8 IN PART	NO
SECTION 15	NO	REPUB 12C	N/A
RENEWAL FILED	NO	RENEWAL DATE	N/A
DATE AMEND REG	N/A		

FILING BASIS

FILED BASIS		CURRENT BASIS		AMENDED BASIS	
1 (a)	NO	1 (a)	YES	1 (a)	NO
1 (b)	YES	1 (b)	NO	1 (b)	NO
44D	NO	44D	NO	44D	NO
44E	NO	44E	NO	44E	NO
66A	NO	66A	NO		
NO BASIS	NO	NO BASIS	NO		

MARK DATA

STANDARD CHARACTER MARK	NO
LITERAL MARK ELEMENT	SCHIEDMAYER
MARK DRAWING CODE	1-TYPESET WORD(S)/LETTER(S)/NUMBER(S)
COLOR DRAWING FLAG	NO

CURRENT OWNER INFORMATION

PARTY TYPE	20-OWNER AT PUBLICATION
------------	-------------------------

NAME	Piano Factory Group
ADDRESS	1033 Hollywood Way Burbank, CA 91505
ENTITY	03-CORPORATION
CITIZENSHIP	California

GOODS AND SERVICES

INTERNATIONAL CLASS	015
DESCRIPTION TEXT	Pianos, namely, upright pianos, grand pianos, and digital pianos

GOODS AND SERVICES CLASSIFICATION

INTERNATIONAL CLASS	015	FIRST USE DATE	11/10/2003	FIRST USE IN COMMERCE DATE	11/10/2003	CLASS STATUS	6-ACTIVE
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MISCELLANEOUS INFORMATION/STATEMENTS

CHANGE IN REGISTRATION	NO
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PROSECUTION HISTORY

DATE	ENT CD	ENT TYPE	DESCRIPTION	ENT NUM
09/14/2007	CNPR	P	ALLOWED PRINCIPAL REGISTER - SOU ACCEPTED	035
09/14/2007	SUPC	I	STATEMENT OF USE PROCESSING COMPLETE	034
09/10/2007	IUAF	S	USE AMENDMENT FILED	033
09/10/2007	EISU	I	TEAS STATEMENT OF USE RECEIVED	032
03/13/2007	EX5G	S	EXTENSION 5 GRANTED	031
03/13/2007	EXT5	S	EXTENSION 5 FILED	030
03/13/2007	EEXT	I	TEAS EXTENSION RECEIVED	029
09/11/2006	EX4G	S	EXTENSION 4 GRANTED	028
09/11/2006	EXT4	S	EXTENSION 4 FILED	027
09/11/2006	EEXT	I	TEAS EXTENSION RECEIVED	026
03/14/2006	EX3G	S	EXTENSION 3 GRANTED	025
03/14/2006	EXT3	S	EXTENSION 3 FILED	024
03/14/2006	EEXT	I	TEAS EXTENSION RECEIVED	023
10/19/2005	EX2G	S	EXTENSION 2 GRANTED	022
09/14/2005	EXT2	S	EXTENSION 2 FILED	021
10/12/2005	TPEX	I	EXTENSION RECEIVED WITH TEAS PETITION	020
10/12/2005	PETG	O	PETITION TO REVIVE-GRANTED	019
10/12/2005	PROA	I	TEAS PETITION TO REVIVE RECEIVED	018
04/05/2005	EX1G	S	EXTENSION 1 GRANTED	017
03/14/2005	EXT1	S	EXTENSION 1 FILED	016
03/14/2005	EEXT	I	TEAS EXTENSION RECEIVED	015
09/14/2004	NOAM	O	NOTICE OF ALLOWANCE-MAILED	014
08/12/2004	DOCK	D	ASSIGNED TO EXAMINER	013

06/22/2004	PUBO	A	PUBLISHED FOR OPPOSITION	012
06/02/2004	NPUB	O	NOTICE OF PUBLICATION	011
04/17/2004	CNSA	P	APPROVED FOR PUB - PRINCIPAL REGISTER	010
03/12/2004	CRFA	I	CORRESPONDENCE RECEIVED IN LAW OFFICE	009
03/23/2004	CFIT	O	CASE FILE IN TICRS	008
03/15/2004	MAIL	I	PAPER RECEIVED	007
09/12/2003	GNRT	O	NON-FINAL ACTION E-MAILED	006
06/25/2003	CRFA	I	CORRESPONDENCE RECEIVED IN LAW OFFICE	005
06/25/2003	TROA	I	TEAS RESPONSE TO OFFICE ACTION RECEIVED	004
06/25/2003	TCCA	I	TEAS CHANGE OF CORRESPONDENCE RECEIVED	003
01/23/2003	GNRT	F	NON-FINAL ACTION E-MAILED	002
01/14/2003	DOCK	D	ASSIGNED TO EXAMINER	001

CURRENT CORRESPONDENCE INFORMATION

ATTORNEY	FRANK J. MCGUE
CORRESPONDENCE ADDRESS	FRANK J. MCGUE Frank J. McGue Suite 5 10801 N. 32nd Street PHOENIX AZ 85028
DOMESTIC REPRESENTATIVE	NONE

PRIOR OWNER INFORMATION

PARTY TYPE	10-ORIGINAL APPLICANT
NAME	Piano Factory Group
ADDRESS	1033 Hollywood Way Burbank, CA 91505
ENTITY	03-CORPORATION
CITIZENSHIP	California

Trademark Snap Shot ITU Unit Action

(Table presents the data on ITU Unit Action)

OVERVIEW

SERIAL NUMBER	78157552	FILING DATE	08/24/2002
REG NUMBER	0000000	REG DATE	N/A
REGISTER	PRINCIPAL	MARK TYPE	TRADEMARK
INTL REG #	N/A	INTL REG DATE	N/A
TM ATTORNEY	BELENKER, ESTHER ANN	L.O. ASSIGNED	111

PUB INFORMATION

RUN DATE	09/15/2007
PUB DATE	06/22/2004
STATUS	818-SU - STATEMENT OF USE ACCEPTED - APPROVED FOR REGISTRATION
STATUS DATE	09/14/2007
LITERAL MARK ELEMENT	SCHIEDMAYER

DATE ABANDONED	N/A	DATE CANCELLED	N/A
SECTION 2F	NO	SECTION 2F IN PART	NO
SECTION 8	NO	SECTION 8 IN PART	NO
SECTION 15	NO	REPUB 12C	N/A
RENEWAL FILED	NO	RENEWAL DATE	N/A
DATE AMEND REG	N/A		

FILING BASIS

FILED BASIS		CURRENT BASIS		AMENDED BASIS	
1 (a)	NO	1 (a)	YES	1 (a)	NO
1 (b)	YES	1 (b)	NO	1 (b)	NO
44D	NO	44D	NO	44D	NO
44E	NO	44E	NO	44E	NO
66A	NO	66A	NO		
NO BASIS	NO	NO BASIS	NO		

MARK DATA

STANDARD CHARACTER MARK	NO
LITERAL MARK ELEMENT	SCHIEDMAYER
MARK DRAWING CODE	1-TYPESET WORD(S)/LETTER(S)/NUMBER(S)
COLOR DRAWING FLAG	NO

CURRENT OWNER INFORMATION

PARTY TYPE	20-OWNER AT PUBLICATION
------------	-------------------------

NAME	Piano Factory Group
ADDRESS	1033 Hollywood Way Burbank, CA 91505
ENTITY	03-CORPORATION
CITIZENSHIP	California

GOODS AND SERVICES

INTERNATIONAL CLASS	015
DESCRIPTION TEXT	Pianos, namely, upright pianos, grand pianos, and digital pianos

GOODS AND SERVICES CLASSIFICATION

INTERNATIONAL CLASS	015	FIRST USE DATE	11/10/2003	FIRST USE IN COMMERCE DATE	11/10/2003	CLASS STATUS	6-ACTIVE
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MISCELLANEOUS INFORMATION/STATEMENTS

CHANGE IN REGISTRATION	NO
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PROSECUTION HISTORY

DATE	ENT CD	ENT TYPE	DESCRIPTION	ENT NUM
09/14/2007	CNPR	P	ALLOWED PRINCIPAL REGISTER - SOU ACCEPTED	035
09/14/2007	SUPC	I	STATEMENT OF USE PROCESSING COMPLETE	034
09/10/2007	IUAF	S	USE AMENDMENT FILED	033
09/10/2007	EISU	I	TEAS STATEMENT OF USE RECEIVED	032
03/13/2007	EX5G	S	EXTENSION 5 GRANTED	031
03/13/2007	EXT5	S	EXTENSION 5 FILED	030
03/13/2007	EEXT	I	TEAS EXTENSION RECEIVED	029
09/11/2006	EX4G	S	EXTENSION 4 GRANTED	028
09/11/2006	EXT4	S	EXTENSION 4 FILED	027
09/11/2006	EEXT	I	TEAS EXTENSION RECEIVED	026
03/14/2006	EX3G	S	EXTENSION 3 GRANTED	025
03/14/2006	EXT3	S	EXTENSION 3 FILED	024
03/14/2006	EEXT	I	TEAS EXTENSION RECEIVED	023
10/19/2005	EX2G	S	EXTENSION 2 GRANTED	022
09/14/2005	EXT2	S	EXTENSION 2 FILED	021
10/12/2005	TPEX	I	EXTENSION RECEIVED WITH TEAS PETITION	020
10/12/2005	PETG	O	PETITION TO REVIVE-GRANTED	019
10/12/2005	PROA	I	TEAS PETITION TO REVIVE RECEIVED	018
04/05/2005	EX1G	S	EXTENSION 1 GRANTED	017
03/14/2005	EXT1	S	EXTENSION 1 FILED	016
03/14/2005	EEXT	I	TEAS EXTENSION RECEIVED	015
09/14/2004	NOAM	O	NOTICE OF ALLOWANCE-MAILED	014
08/12/2004	DOCK	D	ASSIGNED TO EXAMINER	013

06/22/2004	PUBO	A	PUBLISHED FOR OPPOSITION	012
06/02/2004	NPUB	O	NOTICE OF PUBLICATION	011
04/17/2004	CNSA	P	APPROVED FOR PUB - PRINCIPAL REGISTER	010
03/12/2004	CRFA	I	CORRESPONDENCE RECEIVED IN LAW OFFICE	009
03/23/2004	CFIT	O	CASE FILE IN TICRS	008
03/15/2004	MAIL	I	PAPER RECEIVED	007
09/12/2003	GNRT	O	NON-FINAL ACTION E-MAILED	006
06/25/2003	CRFA	I	CORRESPONDENCE RECEIVED IN LAW OFFICE	005
06/25/2003	TROA	I	TEAS RESPONSE TO OFFICE ACTION RECEIVED	004
06/25/2003	TCCA	I	TEAS CHANGE OF CORRESPONDENCE RECEIVED	003
01/23/2003	GNRT	F	NON-FINAL ACTION E-MAILED	002
01/14/2003	DOCK	D	ASSIGNED TO EXAMINER	001

CURRENT CORRESPONDENCE INFORMATION

ATTORNEY	FRANK J. MCGUE
CORRESPONDENCE ADDRESS	FRANK J. MCGUE Frank J. McGue Suite 5 10801 N. 32nd Street PHOENIX AZ 85028
DOMESTIC REPRESENTATIVE	NONE

PRIOR OWNER INFORMATION

PARTY TYPE	10-ORIGINAL APPLICANT
NAME	Piano Factory Group
ADDRESS	1033 Hollywood Way Burbank, CA 91505
ENTITY	03-CORPORATION
CITIZENSHIP	California

Trademark Snap Shot Publication & Issue Review Stylesheet
(Table presents the data on Publication & Issue Review Complete)

OVERVIEW

SERIAL NUMBER	78157552	FILING DATE	08/24/2002
REG NUMBER	0000000	REG DATE	N/A
REGISTER	PRINCIPAL	MARK TYPE	TRADEMARK
INTL REG #	N/A	INTL REG DATE	N/A
TM ATTORNEY	BELENKER, ESTHER ANN	L.O. ASSIGNED	111

PUB INFORMATION

RUN DATE	10/16/2007
PUB DATE	06/22/2004
STATUS	819-SU - REGISTRATION REVIEW COMPLETE
STATUS DATE	10/15/2007
LITERAL MARK ELEMENT	SCHIEDMAYER

DATE ABANDONED	N/A	DATE CANCELLED	N/A
SECTION 2F	NO	SECTION 2F IN PART	NO
SECTION 8	NO	SECTION 8 IN PART	NO
SECTION 15	NO	REPUB 12C	N/A
RENEWAL FILED	NO	RENEWAL DATE	N/A
DATE AMEND REG	N/A		

FILING BASIS

FILED BASIS		CURRENT BASIS		AMENDED BASIS	
1 (a)	NO	1 (a)	YES	1 (a)	NO
1 (b)	YES	1 (b)	NO	1 (b)	NO
44D	NO	44D	NO	44D	NO
44E	NO	44E	NO	44E	NO
66A	NO	66A	NO		
NO BASIS	NO	NO BASIS	NO		

MARK DATA

STANDARD CHARACTER MARK	NO
LITERAL MARK ELEMENT	SCHIEDMAYER
MARK DRAWING CODE	1-TYPESET WORD(S)/LETTER(S)/NUMBER(S)
COLOR DRAWING FLAG	NO

CURRENT OWNER INFORMATION

PARTY TYPE	20-OWNER AT PUBLICATION
------------	-------------------------

NAME	Piano Factory Group
ADDRESS	1033 Hollywood Way Burbank, CA 91505
ENTITY	03-CORPORATION
CITIZENSHIP	California

GOODS AND SERVICES

INTERNATIONAL CLASS	015
DESCRIPTION TEXT	Pianos, namely, upright pianos, grand pianos, and digital pianos

GOODS AND SERVICES CLASSIFICATION

INTERNATIONAL CLASS	015	FIRST USE DATE	11/10/2003	FIRST USE IN COMMERCE DATE	11/10/2003	CLASS STATUS	6-ACTIVE
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MISCELLANEOUS INFORMATION/STATEMENTS

CHANGE IN REGISTRATION	NO
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PROSECUTION HISTORY

DATE	ENT CD	ENT TYPE	DESCRIPTION	ENT NUM
10/15/2007	REGV	O	LAW OFFICE REGISTRATION REVIEW COMPLETED	037
10/15/2007	ALIE	A	ASSIGNED TO LIE	036
09/14/2007	CNPR	P	ALLOWED PRINCIPAL REGISTER - SOU ACCEPTED	035
09/14/2007	SUPC	I	STATEMENT OF USE PROCESSING COMPLETE	034
09/10/2007	IUAF	S	USE AMENDMENT FILED	033
09/10/2007	EISU	I	TEAS STATEMENT OF USE RECEIVED	032
03/13/2007	EX5G	S	EXTENSION 5 GRANTED	031
03/13/2007	EXT5	S	EXTENSION 5 FILED	030
03/13/2007	EEXT	I	TEAS EXTENSION RECEIVED	029
09/11/2006	EX4G	S	EXTENSION 4 GRANTED	028
09/11/2006	EXT4	S	EXTENSION 4 FILED	027
09/11/2006	EEXT	I	TEAS EXTENSION RECEIVED	026
03/14/2006	EX3G	S	EXTENSION 3 GRANTED	025
03/14/2006	EXT3	S	EXTENSION 3 FILED	024
03/14/2006	EEXT	I	TEAS EXTENSION RECEIVED	023
10/19/2005	EX2G	S	EXTENSION 2 GRANTED	022
09/14/2005	EXT2	S	EXTENSION 2 FILED	021
10/12/2005	TPEX	I	EXTENSION RECEIVED WITH TEAS PETITION	020
10/12/2005	PETG	O	PETITION TO REVIVE-GRANTED	019
10/12/2005	PROA	I	TEAS PETITION TO REVIVE RECEIVED	018
04/05/2005	EX1G	S	EXTENSION 1 GRANTED	017
03/14/2005	EXT1	S	EXTENSION 1 FILED	016
03/14/2005	EEXT	I	TEAS EXTENSION RECEIVED	015

09/14/2004	NOAM	O	NOTICE OF ALLOWANCE-MAILED	014
08/12/2004	DOCK	D	ASSIGNED TO EXAMINER	013
06/22/2004	PUBO	A	PUBLISHED FOR OPPOSITION	012
06/02/2004	NPUB	O	NOTICE OF PUBLICATION	011
04/17/2004	CNSA	P	APPROVED FOR PUB - PRINCIPAL REGISTER	010
03/12/2004	CRFA	I	CORRESPONDENCE RECEIVED IN LAW OFFICE	009
03/23/2004	CFIT	O	CASE FILE IN TICRS	008
03/15/2004	MAIL	I	PAPER RECEIVED	007
09/12/2003	GNRT	O	NON-FINAL ACTION E-MAILED	006
06/25/2003	CRFA	I	CORRESPONDENCE RECEIVED IN LAW OFFICE	005
06/25/2003	TROA	I	TEAS RESPONSE TO OFFICE ACTION RECEIVED	004
06/25/2003	TCCA	I	TEAS CHANGE OF CORRESPONDENCE RECEIVED	003
01/23/2003	GNRT	F	NON-FINAL ACTION E-MAILED	002
01/14/2003	DOCK	D	ASSIGNED TO EXAMINER	001

CURRENT CORRESPONDENCE INFORMATION

ATTORNEY	FRANK J. MCGUE
CORRESPONDENCE ADDRESS	FRANK J. MCGUE Frank J. McGue Suite 5 10801 N. 32nd Street PHOENIX AZ 85028
DOMESTIC REPRESENTATIVE	NONE

PRIOR OWNER INFORMATION

PARTY TYPE	10-ORIGINAL APPLICANT
NAME	Piano Factory Group
ADDRESS	1033 Hollywood Way Burbank, CA 91505
ENTITY	03-CORPORATION
CITIZENSHIP	California



UNITED STATES PATENT AND TRADEMARK OFFICE

Commissioner for Trademarks
P.O. Box 1451
Alexandria, VA 22313-1451
www.uspto.gov

NOTICE OF ACCEPTANCE OF STATEMENT OF USE

Oct 16, 2007

TM11

ATTORNEY
REFERENCE NUMBER:

FRANK J. MCGUE
Frank J. McGue
Suite 5
10801 N. 32nd Street
PHOENIX AZ 85028

SERIAL NUMBER: 78/157552
MARK: SCHIEDMAYER
OWNER: Piano Factory Group

The Statement of Use (SOU) filed for the trademark application identified above has been accepted. This acceptance means that the mark will register and the registration certificate will issue in due course barring any extraordinary circumstances.

For further information please check the USPTO web site at www.uspto.gov or call the Trademark Assistance Center at 1-800-786-9199.

Int. Cl.: 15

Prior U.S. Cls.: 2, 21, and 36

Reg. No. 3,340,759

United States Patent and Trademark Office

Registered Nov. 20, 2007

**TRADEMARK
PRINCIPAL REGISTER**

SCHIEDMAYER

PIANO FACTORY GROUP (CALIFORNIA COR-
PORATION)
1033 HOLLYWOOD WAY
BURBANK, CA 91505

FIRST USE 11-10-2003; IN COMMERCE 11-10-2003.

SN 78-157,552, FILED 8-24-2002.

FOR: PIANOS, NAMELY, UPRIGHT PIANOS,
GRAND PIANOS, AND DIGITAL PIANOS, IN
CLASS 15 (U.S. CLS. 2, 21 AND 36).

ESTHER BELENKER, EXAMINING ATTORNEY

Revocation of Attorney/Domestic Representative and/or Appointment of Attorney/Domestic Representative

The table below presents the data as entered.

Input Field	Entered
SERIAL NUMBER	78157552
REGISTRATION NUMBER	3340759
LAW OFFICE ASSIGNED	LAW OFFICE 111
ATTORNEY DOCKET NUMBER	PFG004
MARK SECTION	
MARK	SCHIEDMAYER
ATTORNEY SECTION	
ORIGINAL ADDRESS	FRANK J. MCGUE 10801 N. 32nd Street Suite 5 PHOENIX Arizona (AZ) 85028 US 602-494-0311 602-996-8190 fjmpatent@aol.com
NEW ATTORNEY ADDRESS	
STATEMENT TEXT	By submission of this request, the undersigned REVOKES the power of attorney currently of record, as listed above, and hereby APPOINTS the following new attorney:
NAME	Adam R. Stephenson
FIRM NAME	Adam R. Stephenson, LTD.
STREET	40 W. Baseline Rd., Ste. 101
CITY	Tempe
STATE	Arizona
COUNTRY	United States
POSTAL/ZIP CODE	85283
PHONE	480-264-6075
FAX	480-718-8336
EMAIL	adam@patentproblempro.com
ATTORNEY AUTHORIZED TO COMMUNICATE VIA E-MAIL	YES
ATTORNEY DOCKET NUMBER	PFG004
NEW OTHER APPOINTED ATTORNEYS	Paul B. Johnson
NEW CORRESPONDENCE ADDRESS	
NAME	

NAME	Adam R. Stephenson
FIRM NAME	Adam R. Stephenson, LTD.
DOCKET/REFERENCE NUMBER	PFG002
STREET	40 W. Baseline Rd., Ste. 101
CITY	Tempe
STATE	Arizona
COUNTRY	United States
POSTAL/ZIP CODE	85283
PHONE	480-264-6075
FAX	480-718-8336
EMAIL	adam@patentproblempro.com
AUTHORIZED TO COMMUNICATE VIA E-MAIL	YES
OTHER APPOINTED ATTORNEY	Paul B. Johnson
SIGNATURE SECTION	
SIGNATORY FILE	
ORIGINAL PDF FILE	hw_1747962133-140218563_. Rev-POA filed.pdf
CONVERTED PDF FILE(S) (1 page)	\\TICRS\EXPORT16\IMAGEOUT16\781\575\78157552\xml1\RAA0002..JPG
SIGNATORY NAME	Cheryl Fox
SIGNATORY POSITION	Vice President
SIGNATORY PHONE NUMBER	818-954-8500
FILING INFORMATION SECTION	
SUBMIT DATE	Fri Aug 09 14:07:47 EDT 2013
TEAS STAMP	USPTO/RAA-XXX.XX.XX.XXX-2 0130809140747627355-78157 556-50011e7416d201c276c3d ba9f34962daddaa7e7338fc40 f58ccc85babeaa1cf169-N/A- N/A-20130809140218563549

Revocation of Attorney/Domestic Representative and/or Appointment of Attorney/Domestic Representative

To the Commissioner for Trademarks:

MARK: SCHIEDMAYER

SERIAL NUMBER: 78157552

REGISTRATION NUMBER: 3340759

ATTORNEY DOCKET NUMBER PFG004

The original attorney

FRANK J. MCGUE

10801 N. 32nd Street

Suite 5

PHOENIX Arizona 85028

US

602-494-0311

602-996-8190

fjmpatent@aol.com

Original Correspondence Address :

FRANK J. MCGUE

10801 N. 32nd Street

Suite 5

PHOENIX Arizona 85028

US

602-494-0311

602-996-8190

fjmpatent@aol.com

By submission of this request, the undersigned REVOKES the power of attorney currently of record, as listed above, and hereby APPOINTS the following new attorney: In addition, any additional previously-appointed attorneys that are currently listed in the application are replaced with the new "Other Appointed Attorneys" listed below.

Newly Appointed Attorney:

Adam R. Stephenson

Adam R. Stephenson, LTD.

40 W. Baseline Rd., Ste. 101

Tempe, Arizona 85283

United States

480-264-6075

480-718-8336

adam@patentproblempro.com

PFG004

Other Appointed Attorneys:

Paul B. Johnson

The following is to be used as the correspondence address:

Adam R. Stephenson

Adam R. Stephenson, LTD.

40 W. Baseline Rd., Ste. 101

Tempe, Arizona 85283

United States

480-264-6075

480-718-8336

adam@patentproblempro.com The attorney docket/reference number is PFG002.

Original PDF file:

[hw_1747962133-140218563_..Rev-POA filed.pdf](#)

Converted PDF file(s) (1 page)

[Signature File1](#)

Signatory's Name: Cheryl Fox

Signatory's Position: Vice President

Signatory's Phone Number: 818-954-8500

Serial Number: 78157552

Internet Transmission Date: Fri Aug 09 14:07:47 EDT 2013

TEAS Stamp: USPTO/RAA-XXX.XX.XX.XXX-2013080914074762

7355-78157556-50011e7416d201c276c3dba9f3

4962daddaa7e7338fc40f58ccc85babeaa1cf169

-N/A-N/A-20130809140218563549

**Revocation of Attorney/Domestic Representative and/or Appointment of
Attorney/Domestic Representative**

Handwritten Signature

Signature Section:
Signature: * Cheryl Fox
Date: * 8/5/13
Signatory's Name: * Cheryl Fox
Signatory's Position: * VP

Signatory's Phone Number: * 818 954-8500 x7002

NOTE TO APPLICANT: When filed as part of the electronic form (i.e., scanned and attached as an image file), include only the signature page (no declaration is required, nor should any other information from the actual revocation be included).

[Back](#)

Change Of Owner's Address

The table below presents the data as entered.

Input Field	Entered
SERIAL NUMBER	78157552
REGISTRATION NUMBER	3340759
LAW OFFICE ASSIGNED	LAW OFFICE 111
MARK SECTION	
MARK	SCHIEDMAYER
OWNER SECTION (current)	
NAME	Piano Factory Group
STREET	1033 Hollywood Way
CITY	Burbank
STATE	California
ZIP/POSTAL CODE	91505
COUNTRY	US
PHONE	818-954-8500
FAX	818-954-8597
EMAIL	XXXX
NEW OWNER ADDRESS	
STREET	323 S. Front St., #106
CITY	Burbank
STATE	California
ZIP/POSTAL CODE	91502-1918
COUNTRY	United States
EMAIL	XXXX
SIGNATURE SECTION	
SIGNATURE	/Adam R. Stephenson/
SIGNATORY NAME	Adam R. Stephenson
SIGNATORY DATE	08/27/2013
SIGNATORY POSITION	Attorney of record, Arizona bar member
SIGNATORY PHONE NUMBER	480-264-6075
FILING INFORMATION SECTION	
SUBMIT DATE	Tue Aug 27 12:01:57 EDT 2013
TEAS STAMP	USPTO/COA-XXX.XX.XX.XXX-2 0130827120157829727-78157 556-500730a88461903312d1a

bb91c7e718de878791433f18e
5543d6d3fc30f2939676-N/A-
N/A-20130827115937350126





Combined Declaration of Use and Incontestability under Sections 8 & 15

The table below presents the data as entered.

Input Field	Entered
REGISTRATION NUMBER	3340759
REGISTRATION DATE	11/20/2007
SERIAL NUMBER	78157552
MARK SECTION	
MARK	SCHIEDMAYER
ATTORNEY SECTION (current)	
NAME	Adam R. Stephenson
FIRM NAME	Adam R. Stephenson, LTD.
STREET	40 W. Baseline Rd., Ste. 101
CITY	Tempe
STATE	Arizona
POSTAL CODE	85283
COUNTRY	United States
PHONE	480-264-6075
FAX	480-718-8336
EMAIL	adam@patentproblempro.com
AUTHORIZED TO COMMUNICATE VIA E-MAIL	Yes
DOCKET/REFERENCE NUMBER	PFG004
ATTORNEY SECTION (proposed)	
NAME	Adam R. Stephenson
FIRM NAME	Adam R. Stephenson, LTD.
STREET	40 W. Baseline Rd., Ste. 101
CITY	Tempe
STATE	Arizona
POSTAL CODE	85283
COUNTRY	United States
PHONE	480-264-6075
FAX	480-718-8336
EMAIL	adam@patentproblempro.com
AUTHORIZED TO COMMUNICATE VIA E-MAIL	Yes
DOCKET/REFERENCE NUMBER	PFG004

OTHER APPOINTED ATTORNEY	Paul B. Johnson
CORRESPONDENCE SECTION (current)	
NAME	Adam R. Stephenson
FIRM NAME	Adam R. Stephenson, LTD.
STREET	40 W. Baseline Rd., Ste. 101
CITY	Tempe
STATE	Arizona
POSTAL CODE	85283
COUNTRY	United States
PHONE	480-264-6075
FAX	480-718-8336
EMAIL	adam@patentproblempro.com
AUTHORIZED TO COMMUNICATE VIA E-MAIL	Yes
DOCKET/REFERENCE NUMBER	PFG004
CORRESPONDENCE SECTION (proposed)	
NAME	Adam R. Stephenson
FIRM NAME	Adam R. Stephenson, LTD.
STREET	40 W. Baseline Rd., Ste. 101
CITY	Tempe
STATE	Arizona
POSTAL CODE	85283
COUNTRY	United States
PHONE	480-264-6075
FAX	480-718-8336
EMAIL	adam@patentproblempro.com;janice@patentproblempro.com; paul@patentproblempro.com
AUTHORIZED TO COMMUNICATE VIA E-MAIL	Yes
DOCKET/REFERENCE NUMBER	PFG004
GOODS AND/OR SERVICES SECTION	
INTERNATIONAL CLASS	015
GOODS OR SERVICES	Pianos, namely, upright pianos, grand pianos, and digital pianos
SPECIMEN FILE NAME(S)	
ORIGINAL PDF FILE	SPN0-1747962133-174402098_._Product1.pdf
CONVERTED PDF FILE(S) (1 page)	\\TICRS\EXPORT16\IMAGEOUT16\781\575\78157552\xml3\8150002..JPG
ORIGINAL PDF FILE	SPN0-1747962133-174402098_._Product2.pdf
CONVERTED PDF FILE(S) (1 page)	\\TICRS\EXPORT16\IMAGEOUT16\781\575\78157552\xml3\8150003.JPG
SPECIMEN DESCRIPTION	Mark on product

OWNER SECTION (current)	
NAME	Piano Factory Group
STREET	323 S. Front St., #106
CITY	Burbank
STATE	California
ZIP/POSTAL CODE	91502-1918
COUNTRY	United States
PHONE	818-954-8500
FAX	818-954-8597
EMAIL	XXXX
LEGAL ENTITY SECTION (current)	
TYPE	corporation
STATE/COUNTRY OF INCORPORATION	California
PAYMENT SECTION	
NUMBER OF CLASSES	1
NUMBER OF CLASSES PAID	1
SUBTOTAL AMOUNT	300
GRACE PERIOD	100
TOTAL FEE PAID	400
SIGNATURE SECTION	
SIGNATURE	/Cheryl Fox/
SIGNATORY'S NAME	Cheryl Fox
SIGNATORY'S POSITION	Vice President
DATE SIGNED	04/18/2014
SIGNATORY'S PHONE NUMBER	(800) 697-4266
PAYMENT METHOD	ET
FILING INFORMATION	
SUBMIT DATE	Fri Apr 18 19:25:53 EDT 2014
TEAS STAMP	USPTO/S08N15-XXX.XX.XX.XX X-20140418192553056571-33 40759-5006ce41e1f56796a36 ca19fd3d44046f8c9932c2f1d a413eb3dcf018f6a63bc-ET-3 936-20140418174402098361

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:

[SPNO-1747962133-174402098 . Product1.pdf](#)

Converted PDF file(s) (1 page)

[Specimen File1](#)

Original PDF file:

[SPNO-1747962133-174402098 . Product2.pdf](#)

Converted PDF file(s) (1 page)

[Specimen File1](#)

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



From: TMOOfficialNotices@USPTO.GOV
Sent: Tuesday, May 6, 2014 11:00 PM
To: adam@patentproblempro.com
Cc: janice@patentproblempro.com ; paul@patentproblempro.com
Subject: Official USPTO Notice of Acceptance/Acknowledgement Sections 8 and 15: U.S. Trademark RN 3340759: SCHIEDMAYER: Docket/Reference No. PFG004

Serial Number: 78157552
Registration Number: 3340759
Registration Date: Nov 20, 2007
Mark: SCHIEDMAYER
Owner: Piano Factory Group

May 6, 2014

NOTICE OF ACCEPTANCE UNDER SECTION 8

The declaration of use or excusable nonuse filed for the above-identified registration meets the requirements of Section 8 of the Trademark Act, 15 U.S.C. §1058. **The Section 8 declaration is accepted.**

NOTICE OF ACKNOWLEDGEMENT UNDER SECTION 15

The declaration of incontestability filed for the above-identified registration meets the requirements of Section 15 of the Trademark Act, 15 U.S.C. §1065. **The Section 15 declaration is acknowledged.**

The registration will remain in force for the class(es) listed below for the remainder of the ten-year period, calculated from the registration date, unless canceled by an order of the Commissioner for Trademarks or a Federal Court.

Class(es):
015

TRADEMARK SPECIALIST
POST-REGISTRATION DIVISION
571-272-9500

REQUIREMENTS FOR MAINTAINING REGISTRATION

WARNING: Your registration will be canceled if you do not file the documents below during the specified time periods.

Requirements in the First Ten Years

What and When to File: You must file a declaration of use (or excusable nonuse) **and** an application for renewal between the 9th and 10th years after the registration date. See 15 U.S.C. §§1058, 1059.

Requirements in Successive Ten-Year Periods

What and When to File: You must file a declaration of use (or excusable nonuse) **and** an application for renewal between every 9th and 10th-year period, calculated from the registration date. See 15 U.S.C. §§1058, 1059.

Grace Period Filings

The above documents will be considered as timely if filed within six months after the deadlines listed above with the payment of an additional fee.

*****The USPTO WILL NOT SEND ANY FURTHER NOTICE OR REMINDER OF THESE REQUIREMENTS. THE REGISTRANT SHOULD CONTACT THE USPTO ONE YEAR BEFORE THE EXPIRATION OF THE TIME PERIODS SHOWN ABOVE TO DETERMINE APPROPRIATE REQUIREMENTS AND FEES.*****

To view this notice and other documents for this application on-line, go to <http://tdr.uspto.gov/search.action?sn=78157552>. NOTE: This notice will only be available on-line the next business day after receipt of this e-mail.

From: TMOfficialNotices@USPTO.GOV
Sent: Sunday, November 20, 2016 01:04 AM
To: adam@patentproblempro.com ; glennrich@aol.com
Cc: janice@patentproblempro.com ; paul@patentproblempro.com
Subject: Official USPTO Courtesy Reminder of Required Trademark Registration Maintenance Filings Under Section 8 and 9: U.S. Trademark RN 3340759: SCHIEDMAYER: Docket/Reference No. PFG004

U.S. Serial Number: 78157552
U.S. Registration Number: 3340759
U.S. Registration Date: Nov 20, 2007
Mark: SCHIEDMAYER
Owner: Piano Factory Group

Nov 20, 2016

**U.S. PATENT AND TRADEMARK OFFICE ("USPTO") COURTESY REMINDER
OF REQUIRED TRADEMARK REGISTRATION MAINTENANCE FILINGS UNDER SECTIONS 8 AND 9**

WARNING: Your trademark registration will be CANCELLED and will EXPIRE if you do not file the required documents below during the specified statutory time periods.

The above-identified registration registered on Nov 20, 2007. Therefore, the owner of the registration must file a Declaration of Use and/or Excusable Nonuse and an Application for Renewal under §§8 and 9 of the Trademark Act anytime between now and Nov 20, 2017. For an additional fee, the owner may file the documents within the six-month grace period that ends on May 21, 2018. See 15 U.S.C. §§1058, 1059. The current fee for a combined filing under §§8 and 9 is \$400 per class for filings submitted through the USPTO's official website using the Trademark Electronic Application System ("TEAS"), and the additional fee for filing during the six-month grace period is \$200 per class. 37 C.F.R. §2.6.

To expedite processing, the owner is encouraged to file through TEAS. Official forms for filing a Combined Declaration of Use and/or Excusable Nonuse and Application for Renewal under §§8 and 9 are available through TEAS at http://www.uspto.gov/trademarks/teas/reg_maintain.jsp.

For information regarding how to record ownership documents such as assignments, name changes and mergers, please see TMEP §503. To expedite recordation, the owner is encouraged to file requests for recordation through the Electronic Trademark Assignment System ("ETAS") at <http://etas.uspto.gov>.

For further information regarding the maintenance of a trademark registration, including future maintenance filings, please consult the USPTO website at <http://www.uspto.gov/trademarks/process/maintain/prfaq.jsp>.

This reminder notice is being sent only as a courtesy to those trademark owners who have authorized e-mail communication and maintain a current e-mail address with the USPTO. Failure by the USPTO to send a reminder or non-receipt of a reminder does not excuse a trademark owner from meeting the statutory obligations for maintaining a trademark registration. If a registration is cancelled and/or expired due to the failure to timely file required maintenance documents, it cannot be reinstated or revived.

To check the status of this registration, go to http://tsdr.uspto.gov/#caseNumber=78157552&caseType=SERIAL_NO&searchType=statusSearch or contact the Trademark Assistance Center at 1-800-786-9199.

Beware of Unofficial Trademark Solicitations: Please be aware that private companies not associated with the USPTO often use trademark registration information from the USPTO's database to mail or e-mail trademark-related solicitations. This is the only official reminder that you will receive from the USPTO about your upcoming required maintenance filings. For additional information about these private solicitations, please visit the USPTO website at http://www.uspto.gov/trademarks/solicitation_warnings.jsp.

In order to be eligible for future e-mail reminders of maintenance filings, please remember to authorize e-mail communication when filing your maintenance documents through TEAS and ensure that you maintain a current e-mail address with the USPTO.



Appx1104







Combined Declaration of Use and/or Excusable Nonuse/Application for Renewal of Registration of a Mark under Sections 8 & 9

The table below presents the data as entered.

Input Field	Entered
REGISTRATION NUMBER	3340759
REGISTRATION DATE	11/20/2007
SERIAL NUMBER	78157552
MARK SECTION	
MARK	SCHIEDMAYER (see, https://teas.uspto.gov/postreg/view/common/No-Image-File.jpg)
ATTORNEY SECTION (current)	
NAME	Adam R. Stephenson
FIRM NAME	IPTECHLAW
STREET	8350 E RAINTREE DR., STE 245
CITY	SCOTTSDALE
STATE	Arizona
POSTAL CODE	85260
COUNTRY	United States
PHONE	480-264-6075
FAX	480-718-8336
EMAIL	adam@patentproblempro.com
AUTHORIZED TO COMMUNICATE VIA E-MAIL	Yes
DOCKET/REFERENCE NUMBER	PFG004
ATTORNEY SECTION (proposed)	
NAME	Adam R. Stephenson
FIRM NAME	IPTECHLAW
STREET	8350 E RAINTREE DR., STE 245
CITY	SCOTTSDALE
STATE	Arizona
POSTAL CODE	85260
COUNTRY	United States
PHONE	480-264-6075
FAX	480-718-8336
EMAIL	adam@iptech.law

AUTHORIZED TO COMMUNICATE VIA E-MAIL	Yes
DOCKET/REFERENCE NUMBER	PFG004
CORRESPONDENCE SECTION (current)	
NAME	ADAM R. STEPHENSON
FIRM NAME	IPTECHLAW
STREET	8350 E RAINTREE DR., STE 245
CITY	SCOTTSDALE
STATE	Arizona
POSTAL CODE	85260
COUNTRY	United States
PHONE	480-264-6075
FAX	480-718-8336
EMAIL	adam@patentproblempro.com; janice@patentproblempro.com; paul@patentproblempro.com
AUTHORIZED TO COMMUNICATE VIA E-MAIL	Yes
DOCKET/REFERENCE NUMBER	PFG004
CORRESPONDENCE SECTION (proposed)	
NAME	ADAM R. STEPHENSON
FIRM NAME	IPTECHLAW
STREET	8350 E RAINTREE DR., STE 245
CITY	SCOTTSDALE
STATE	Arizona
POSTAL CODE	85260
COUNTRY	United States
PHONE	480-264-6075
FAX	480-718-8336
EMAIL	adam@iptech.law; ipdocket@iptech.law
AUTHORIZED TO COMMUNICATE VIA E-MAIL	Yes
DOCKET/REFERENCE NUMBER	PFG004
GOODS AND/OR SERVICES SECTION	
INTERNATIONAL CLASS	015
GOODS OR SERVICES	Pianos, namely, upright pianos, grand pianos, and digital pianos
SPECIMEN FILE NAME(S)	\\TICRS\EXPORT17\IMAGEOUT 17\781\575\78157552\xml2\S890002.JPG
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	\\TICRS\EXPORT17\IMAGEOUT 17\781\575\78157552\xml2\S890004.JPG
	\\TICRS\EXPORT17\IMAGEOUT 17\781\575\78157552\xml2\

	S890005.JPG
SPECIMEN DESCRIPTION	Pianos bearing mark
OWNER SECTION (current)	
NAME	Piano Factory Group
STREET	323 S. Front St., #106
CITY	Burbank
STATE	California
ZIP/POSTAL CODE	91502-1918
COUNTRY	United States
PHONE	818-954-8500
FAX	818-954-8597
EMAIL	XXXX
AUTHORIZED TO COMMUNICATE VIA E-MAIL	Yes
OWNER SECTION (proposed)	
NAME	Sweet 16 Musical Properties, INC.
STREET	2212 MARICOPA DRIVE
CITY	GLASSELL PARK
STATE	California
ZIP/POSTAL CODE	90065
COUNTRY	United States
PHONE	
FAX	
LEGAL ENTITY SECTION (current)	
TYPE	corporation
STATE/COUNTRY OF INCORPORATION	California
PAYMENT SECTION	
NUMBER OF CLASSES	1
NUMBER OF CLASSES PAID	1
COMBINED §§ 8 & 9 DECLARATION/APPLICATION FILING FEE	425
TOTAL FEE PAID	425
SIGNATURE SECTION	
SIGNATURE	/Glenn Treibitz/
SIGNATORY'S NAME	Glenn Treibitz
SIGNATORY'S POSITION	President
DATE SIGNED	09/28/2017
SIGNATORY'S PHONE NUMBER	800-697-4266
PAYMENT METHOD	CC

FILING INFORMATION

SUBMIT DATE	Mon Oct 02 18:06:06 EDT 2017
TEAS STAMP	USPTO/S08N09-XX.XXX.XX.XX -20171002180606694655-334 0759-510f6da437c3c4d2d1b7 1cc36a073ddf8f4f3be691314 a8ff1d5cded3b95c5bccc6-CC -6051-2017092819483429300 7

Combined Declaration of Use and/or Excusable Nonuse/Application for Renewal of Registration of a Mark under Sections 8 & 9

To the Commissioner for Trademarks:

REGISTRATION NUMBER: 3340759

REGISTRATION DATE: 11/20/2007

MARK: SCHIEDMAYER

The owner, Sweet 16 Musical Properties, INC., a corporation of California, having an address of
2212 MARICOPA DRIVE
GLASSELL PARK, California 90065
United States

is filing a Combined Declaration of Use and/or Excusable Nonuse/Application for Renewal of Registration of a Mark under Sections 8 & 9.

For International Class 015, the mark is in use in commerce on or in connection with **all** goods/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 ; or, the owner is making the listed excusable nonuse claim.

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

[Specimen File1](#)

[Specimen File2](#)

[Specimen File3](#)

[Specimen File4](#)

The registrant's current Attorney Information: Adam R. Stephenson of IPTECHLAW
8350 E RAINTREE DR., STE 245
SCOTTSDALE, Arizona 85260
United States

The phone number is 480-264-6075.

The fax number is 480-718-8336.

The email address is adam@patentproblempro.com. (authorized)

The docket/reference number is PFG004.

The registrant's proposed Attorney Information: Adam R. Stephenson of IPTECHLAW
8350 E RAINTREE DR., STE 245
SCOTTSDALE, Arizona 85260
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@iptech.law. (authorized)

The registrant's current Correspondence Information: ADAM R. STEPHENSON of IPTECHLAW

8350 E RAINTREE DR., STE 245

SCOTTSDALE, Arizona 85260

United States

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. (authorized)

The docket/reference number is PFG004.

The registrant's proposed Correspondence Information: ADAM R. STEPHENSON of IPTECHLAW
8350 E RAINTREE DR., STE 245
SCOTTSDALE, Arizona 85260
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@iptech.law; ipdocket@iptech.law. (authorized)

A fee payment in the amount of \$425 will be submitted with the form, representing payment for 1 class(es), plus any additional grace period fee, if necessary.

Declaration

- Unless the owner has specifically claimed excusable nonuse, the mark is in use in commerce on or in connection with the goods/services or to indicate membership in the collective membership organization identified above, as evidenced by the attached specimen(s).
- Unless the owner has specifically claimed excusable nonuse, the specimen(s) shows the mark as currently used in commerce on or in connection with the goods/services/collective membership organization.
- The registrant requests that the registration be renewed for the goods/services/collective organization identified above.
- To the best of the signatory's knowledge, information, and belief, formed after an inquiry reasonable under the circumstances, the allegations and other factual contentions made above have evidentiary support.
- The signatory being warned that willful false statements and the like are punishable by fine or imprisonment, or both, under 18 U.S.C. § 1001, and that such willful false statements and the like may jeopardize the validity of this submission and the registration, 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: /Glenn Treibitz/ Date: 09/28/2017

Signatory's Name: Glenn Treibitz

Signatory's Position: President

Signatory's Phone: 800-697-4266

Mailing Address (current):

IPTECHLAW

8350 E RAINTREE DR., STE 245

SCOTTSDALE, Arizona 85260

Mailing Address (proposed):

IPTECHLAW

8350 E RAINTREE DR., STE 245

SCOTTSDALE, Arizona 85260

Serial Number: 78157552

Internet Transmission Date: Mon Oct 02 18:06:06 EDT 2017

TEAS Stamp: USPTO/S08N09-XX.XXX.XX.XX-20171002180606

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c6-CC-6051-20170928194834293007



Appx1114







ROUTING SHEET TO POST REGISTRATION (PRU)

Registration Number: 3340759



Serial Number: 78157552



RAM Sale Number: 3340759

RAM Accounting Date: 20171003

Total Fees: \$425

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	20171002	\$125	1	1	\$125
Application for Renewal (§9)	7201	20171002	\$300	1	1	\$300

Physical Location: 900 - FILE REPOSITORY (FRANCONIA)

Lost Case Flag: False

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

Transaction Date: 20171002



From: TMOfficialNotices@USPTO.GOV
Sent: Thursday, November 9, 2017 11:02 PM
To: adam@iptech.law
Cc: ipdocket@iptech.law
Subject: Official USPTO Notice of Acceptance and Renewal Sections 8 and 9: U.S. Trademark RN 3340759: SCHIEDMAYER: Docket/Reference No. PFG004

U.S. Serial Number: 78157552
U.S. Registration Number: 3340759
U.S. Registration Date: Nov 20, 2007
Mark: SCHIEDMAYER
Owner: SWEET 16 MUSICAL PROPERTIES, INC.

Nov 9, 2017

NOTICE OF ACCEPTANCE UNDER SECTION 8

The declaration of use or excusable nonuse filed for the above-identified registration meets the requirements of Section 8 of the Trademark Act, 15 U.S.C. §1058. **The Section 8 declaration is accepted.**

NOTICE OF REGISTRATION RENEWAL UNDER SECTION 9

The renewal application filed for the above-identified registration meets the requirements of Section 9 of the Trademark Act, 15 U.S.C. §1059. **The registration is renewed.**

The registration will remain in force for the class(es) listed below, unless canceled by an order of the Commissioner for Trademarks or a Federal Court, as long as the requirements for maintaining the registration are fulfilled as they become due.

Class(es):
015

TRADEMARK SPECIALIST
POST-REGISTRATION DIVISION
571-272-9500

REQUIREMENTS FOR MAINTAINING REGISTRATION IN SUCCESSIVE TEN-YEAR PERIODS

WARNING: Your registration will be canceled if you do not file the documents below during the specified statutory time periods.

What and When to File: You must file a declaration of use (or excusable nonuse) **and** an application for renewal between every 9th and 10th-year period, calculated from the registration date. See 15 U.S.C. §§1058, 1059.

Grace Period Filings

The above documents will be considered as timely if filed within six months after the deadlines listed above with the payment of an additional fee.

*****THE USPTO IS NOT REQUIRED TO SEND ANY FURTHER NOTICE OR REMINDER OF THESE REQUIREMENTS. THE OWNER SHOULD CONTACT THE USPTO ONE YEAR BEFORE THE EXPIRATION OF THE TIME PERIODS SHOWN ABOVE TO DETERMINE APPROPRIATE REQUIREMENTS AND FEES.*****

To check the status of this registration, go to https://tsdr.uspto.gov/#caseNumber=78157552&caseSearchType=US_APPLICATION&caseType=SERIAL_NO&searchType=statusSearch or contact the Trademark Assistance Center at 1-800-786-9199.

To view this notice and other documents for this registration on-line, go to https://tsdr.uspto.gov/#caseNumber=78157552&caseSearchType=US_APPLICATION&caseType=SERIAL_NO&searchType=documentSearch NOTE: This notice will only be available on-line the next business day after receipt of this e-mail.

* For further information, including information on filing and maintenance requirements for U.S. trademark applications and registrations and required fees, please consult the USPTO website at <https://www.uspto.gov/trademark/> or contact the Trademark Assistance Center at 1-800-786-9199.

Change Of Correspondence Address

The table below presents the data as entered.

Input Field	Entered
SERIAL NUMBER	78157552
REGISTRATION NUMBER	3340759
LAW OFFICE ASSIGNED	LAW OFFICE 111
MARK SECTION	
MARK	SCHIEDMAYER (see, https://teas.uspto.gov/ccr/view/common/No-Image-File.jpg)
CORRESPONDENCE SECTION (current)	
ORIGINAL ADDRESS	ADAM R. STEPHENSON IPTECHLAW 8350 E RAINTREE DR., STE 245 SCOTTSDALE Arizona 85260 US 480-264-6075 480-718-8336 adam@iptech.law;ipdocket@iptech.law
NEW CORRESPONDENCE ADDRESS	
NEW ADDRESS	ADAM R. STEPHENSON IPTechLaw 8350 E. Raintree Dr., Ste 245 Scottsdale Arizona United States 85260 480-264-6075 480-718-8336 ipdocket@iptech.law; adam@iptech.law
AUTHORIZED TO COMMUNICATE VIA E-MAIL	YES
INDIVIDUAL ATTORNEY DOCKET/REFERENCE NUMBER	PFG004
SIGNATURE SECTION	
SIGNATURE	/Adam Stephenson/
SIGNATORY NAME	Adam R. Stephenson
SIGNATORY DATE	11/09/2017
SIGNATORY POSITION	Attorney of Record, Arizona Bar Member
SIGNATORY PHONE NUMBER	480-264-6075
AUTHORIZED SIGNATORY	YES
FILING INFORMATION SECTION	
SUBMIT DATE	Thu Nov 09 11:51:35 EST 2017
	USPTO/CCA-XX.XXX.XX.XX-20

TEAS STAMP

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Change Of Correspondence Address

The table below presents the data as entered.

Input Field	Entered
SERIAL NUMBER	78157552
REGISTRATION NUMBER	3340759
LAW OFFICE ASSIGNED	LAW OFFICE 111
MARK SECTION	
MARK	SCHIEDMAYER (see, https://teas.uspto.gov/ccr/view/common/No-Image-File.jpg)
CORRESPONDENCE SECTION (current)	
NAME	ADAM R STEPHENSON
FIRM NAME	IPTECHLAW
INTERNAL ADDRESS	STE 245
STREET	8350 E RAINTREE DR
CITY	SCOTTSDALE
STATE	Arizona
COUNTRY	US
POSTAL/ZIP CODE	85260
PHONE	480-264-6075
FAX	480-718-8336
EMAIL	ipdocket@iptech.law; adam@iptech.law
AUTHORIZED TO COMMUNICATE VIA EMAIL	YES
NEW CORRESPONDENCE ADDRESS	
NAME	ADAM R STEPHENSON
FIRM NAME	Adam R. Stephenson, LTD.
STREET	8350 E. Raintree Dr., Ste 245
CITY	Scottsdale
STATE	Arizona
COUNTRY	United States
POSTAL/ZIP CODE	85260
PHONE	480-264-6075
FAX	480-718-8336
EMAIL	ipdocket@iptech.law; adam@iptech.law
INDIVIDUAL ATTORNEY DOCKET/REFERENCE NUMBER	PFG004
MISSING ATTORNEY INFO	YES

SIGNATURE SECTION	
SIGNATURE	/Adam Stephenson/
SIGNATORY NAME	Adam R. Stephenson
SIGNATORY DATE	08/22/2019
SIGNATORY POSITION	Attorney of Record, Arizona Bar Member
SIGNATORY PHONE NUMBER	480-264-6075
AUTHORIZED SIGNATORY	YES
FILING INFORMATION SECTION	
SUBMIT DATE	Thu Aug 22 19:08:30 EDT 2019
TEAS STAMP	USPTO/CCA-XX.XXX.XXX.XXX- 20190822190830229962-8588 1780-61080301c73d9d03f4f6 51c6e6687dba5444fb76fa43b 3af78ae07e6d594cedc6-N/A- N/A-20190822185916723538

ESTTA Tracking number: **ESTTA745413**

Filing date: **05/10/2016**

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

Proceeding	92061215
Party	Plaintiff Schiedmayer Celesta GMBH
Correspondence Address	MICHAEL J STRIKER STRIKER STRIKER & STENBY 103 EAST NECK RD HUNTINGTON, NY 11743 UNITED STATES striker@strikerlaw.com
Submission	Other Motions/Papers
Filer's Name	Michael J. Striker
Filer's e-mail	striker@strikerlaw.com
Signature	/Michael J. Striker/
Date	05/10/2016
Attachments	92061215.pdf(269005 bytes)

UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL & APPEAL BOARD

Schiedmayer Celesta GmbH,)
)
 Petitioner,)
)
 v)
)
 Piano Factory Group, Inc.,)
)
 Respondent.)
 _____)

Cancellation No. 92/061,215
Reg. No. 3,340,759
Mark: SCHIEDMAYER
Registration Date: 11/20/2007

**AMENDED PETITION FOR CANCELLATION OF
U.S. TRADEMARK REGISTRATION NO. 3,340,759**

May 10, 2016

Pursuant to the Interlocutory Order dated April 22, 2016, Petitioner herewith files its Amended Petition for Cancellation:

Petitioner, Schiedmayer Celesta GmbH (Schiedmayer), herewith petitions to cancel U.S. Trademark Registration No. 3,340,759 for the mark SCHIEDMAYER owned by Piano Factory Group, Inc. (Piano Factory) and registered on November 20, 2007.

In support of this Petition, Schiedmayer hereby alleges as follows:

1. Schiedmayer Celesta GmbH is a limited liability company organized under the laws of the Country of Germany and having offices in Wendlingen, Germany. Schiedmayer Celesta GmbH is the successor in interest to the trademark SCHIEDMAYER dating to its origin in the year 1735. Schiedmayer Celesta GmbH is owned and operated by Elianne Schiedmayer successor to the Schiedmayer name and trademark dating back to its origin in 1735.

2. Upon information and belief, Piano Factory is a California corporation having offices in Burbank, California.

3. Upon information and belief, Piano Factory, the Respondent herein, is engaged in the business of offering for sale pianos.

4. For many years, and long prior to any use or registration or filing of the trademark Schiedmayer by Piano Factory, Schiedmayer and its predecessors in interest have manufactured and sold Schiedmayer keyboard instruments, representing some of the most coveted and respected keyboard musical instruments in the world.

5. For many years and long prior to any use or registration by Piano Factory, Schiedmayer has manufactured and offered for sale the Celesta piano, which

is a piano keyboard instrument having four or five octaves and in which a plate is struck rather than a wire to create sound.

6. Schiedmayer keyboard musical instruments represent the highest degree of quality and reputation. Schiedmayer keyboard musical instruments have been sold and are used by numerous symphonies and orchestras throughout the United States, by way of the following examples:

Boston Symphony, Washington National Symphony, San Francisco Symphony, New York Philharmonic Orchestra, Florida Philharmonic Orchestra, St. Louis Symphony Orchestra, Chicago Symphony Orchestra, Memphis Orchestra, Philadelphia Orchestra and several others.

7. Schiedmayer and its predecessors in interest currently and long prior to any use or registration by Piano Factory, offers for sale and has sold within the United States, Schiedmayer marked keyboard instruments. Among recent purchasers are the following:

Chicago Symphony Orchestra, Detroit Symphony Orchestra, New York Philharmonic, Cleveland Orchestra, New York University, Pittsburgh Orchestra, Paul Simon Arkansas Symphony Orchestra, Cincinnati Symphony and Pops Orchestra.

8. Piano Factory has never had any relationship whatsoever with Schiedmayer.

COUNT I – FALSE ASSOCIATION

Petitioner herewith repeats and realleges paragraphs 1-8 above as fully as set forth herein. Petitioner further states that it is a 'person' within the meaning of Sec. 2 (a) of the Act, Lanham Act Sec. 45, 15 U.S.C. Sec. 1127.

9. Long prior to any use or registration by Piano Factory, the trademark SCHIEDMAYER has been known throughout the world as being associated with the finest musical keyboard instruments ever produced.

10. Petitioner and through its predecessors in interest, owns the exclusive reputation for the mark SCHIEDMAYER.

11. Petitioner herewith states that Respondent's mark sought to be cancelled herein is the same as Petitioner's previously used name or identity.

12. Petitioner further states that the mark SCHIEDMAYER would be recognized as such, in that it points uniquely and unmistakably to the Petitioner.

13. Petitioner is not connected with the goods allegedly sold or the activities performed by the Respondent under the mark SCHIEDMAYER.

14. Petitioner's trademark SCHIEDMAYER is of sufficient fame and reputation that if and when Respondent's mark is used on its goods or services, a connection with Petitioner will be presumed.

15. All of the factors alleged above also existed at the time of registration of the Trademark Registration sought to be cancelled herein.

16. In view of the false association set forth above, Petitioner is being damaged because its right to exclusive use and registration of a mark which points uniquely to the Petitioner is being put in jeopardy, due to the registration of the mark sought to be cancelled herein.

COUNT II – ABANDONMENT

Petitioner herewith repeats and realleges paragraphs 1-8 above as fully as set forth herein.

17. Upon information and belief, Piano Factory has not used the trademark SCHIEDMAYER upon any of the goods set forth in the trademark registration sought to be cancelled herein, within at least the past 10 years.

18. Upon information and belief, Piano Factory has not sold or offered for sale or transported in commerce any of the products set forth in the trademark registration sought to be cancelled herein, for at least the past 10 years.

19. Piano Factory has abandoned the trademark SCHIEDMAYER and in view thereof the subject trademark registration should be cancelled in all respects.

20. Piano Factory has abandoned the trademark SCHIEDMAYER in view of its non-use of the trademark SCHIEDMAYER and with no intent to establish use of the mark.

21. Petitioner is damaged by the maintenance of a trademark registration for the mark SCHIEDMAYER, which in fact has become abandoned. Petitioner is further damaged because the said trademark registration is being cited against Petitioner in its pending trademark application for the mark SCHIEDMAYER.

In view of all of the above, favorable consideration of this Petition for Cancellation and cancellation of the subject registration is respectfully requested.

Respectfully submitted,



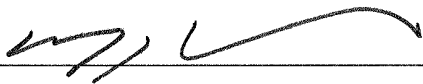
Michael J. Striker
Attorney for Petitioner
Reg. No.: 27233
103 East Neck Road
Huntington, NY 11743

CERTIFICATE OF SERVICE

It is hereby certified that a trues and complete copy of the attached document was served upon Counsel for the Respondent at his address of record:

Adam R. Stephenson, LTD.
40 Baseline Rd. Ste. 101
Tempe, AZ 85283

This 10th day of May, 2016



Michael Striker

THIS OPINION IS NOT A
PRECEDENT OF THE
TTAB

UNITED STATES PATENT AND TRADEMARK OFFICE
Trademark Trial and Appeal Board
P.O. Box 1451
Alexandria, VA 22313-1451
General Contact Number: 571-272-8500

BUO

Mailed: December 21, 2016

Cancellation No. 92061215

Schiedmayer Celesta GMBH

v.

*Piano Factory Group; and
Sweet 16 Musical Properties, Inc.¹*

Before Zervas, Greenbaum, and Heasley,
Administrative Trademark Judges.

By the Board:

Now before the Board are:

- 1) Petitioner's motion for leave to amend the petition to cancel, filed May 10, 2016, 18 TTABVUE;
- 2) Petitioner's request for reconsideration of the Board's April 22, 2016 order, filed May 12, 2016, 19 TTABVUE;
- 3) Respondent's two motions to dismiss, filed May 31, 2016 and June 23, 2016, 21 TTABVUE, 23 TTABVUE (in response to Petitioner's third amended petition to cancel, filed June 13, 2016) 22 TTABVUE 9 *et seq.*;
- 4) Respondent's motion to disqualify Petitioner's Counsel, filed July 14, 2016, 24 TTABVUE; and
- 5) Petitioner's motion for summary judgment, filed July 22, 2016, 25 TTABVUE.

¹ Sweet 16 Musical Properties, Inc. is being joined as party-defendant in this proceeding *sua sponte* as discussed further below.

All of the motions are contested. The motion to dismiss, the petition to disqualify and the motion for summary judgment are all fully briefed.

Request for Reconsideration

Petitioner argues its allegation of fraud, stricken by the Board's April 22, 2016 order, "related to two separate aspects, first, the acquisition of the registration and second, the maintenance of the registration by Respondent." 19 TTABVUE 2. Petitioner asserts that although it "does not object to the striking of paragraph 9 relating to fraud in the acquisition of the registration," "paragraphs 10 and 11 of the Claim to Fraud ... allege that Respondent falsely, fraudulently and with deliberate intent, filed a Declaration of Use under Sections 8 and 15." *Id.* at 3 and 4. The paragraphs in questions allege:

10. On or about November 20, 2013, Piano Factory falsely, fraudulently and with deliberate intent caused to be filed a Declaration of Use under Sections 8 and 15 which falsely, fraudulently and intentionally represented to the United States Patent and Trademark Office that it had continued to use the trademark SCHIEDMAYER and had done so continuously for the five years next preceding the filing of the Declaration of Use, for pianos, including upright pianos, grand pianos and digital pianos. Said representations were intentionally false and fraudulent in as much as Piano Factory never had any relationship with the Schiedmayer product and has not offered for sale or sold a Schiedmayer product continuously within the five years next preceding the filing of the Declaration of Use. The filing of said Declaration of Use was intentionally false and fraudulent because in fact no continuous sales by Piano Factory of Schiedmayer pianos of any type had taken place within the said five-year time span.

11. The deliberately intentionally false and fraudulent maintaining of the trademark SCHIEDMAYER by the Piano Factory is damaging to Schiedmayer. Schiedmayer has filed a U.S. Trademark Application for the mark SCHIEDMAYER which has been refused in view of the registration sought to be cancelled herein. Purchasers and potential purchasers are being falsely and fraudulently led to believe that some relationship exists between Piano Factory and the coveted and highly respected Schiedmayer keyboard instruments. Schiedmayer is further being damaged in view of the fact that the trademark SCHIEDMAYER is the rightful property of Schiedmayer and Piano Factory has wrongfully appropriated its rightful property. A celesta is a keyboard musical instrument similar to and likely to be confused with a piano. Consumers and potential consumers are likely to believe that a piano and a celesta keyboard musical instrument emanate from the same source.

In the Board's prior order, Petitioner's fraud claim was stricken because the "fraud claim appear[ed] to be facially implausible given the facts presented in the proposed amended petition to cancel." 17 TTABVUE 8.²

Generally, the premise underlying a request for reconsideration, modification or clarification under Trademark Rule 2.127(b) is that, based on the facts before it and the prevailing authorities, the Board erred in reaching the order or decision it issued. Such a motion may not properly be used to introduce additional evidence, nor should it be devoted simply to a reargument of the points presented in a brief on the original

² Petitioner makes much of the notion that the Board's striking of its fraud claim was done *sua sponte*, presumably because it intended to add claims of abandonment and misrepresentation of source pursuant to its motion for leave to file an amended petition to cancel, and not to address the sufficiency of its existing fraud claim. However, the Board may at any time examine the sufficiency of the pleadings; it is not limited in doing so only upon motion of one of the parties.

motion. Rather, the motion should be limited to a demonstration that based on the facts before it and the applicable law, the Board's ruling is in error and requires appropriate change. *See Vignette Corp. v. Marino*, 77 USPQ2d 1408, 1411 (TTAB 2005).

Because Petitioner "does not object to the striking of paragraph 9 relating to fraud in the acquisition of the registration," we focus, as Petitioner does, on paragraphs 10 and 11 of the complaint. Petitioner's claim of fraud in the maintenance of the involved registration is based on the alleged false representation that, "[Respondent] never had any relationship with the Schiedmayer product and has not offered for sale or sold a Schiedmayer product continuously within the five years next preceding the filing of the Declaration of Use." 13 TTABVUE 9, ¶ 10. An allegation that Respondent never had a relationship with Petitioner and had never offered any of *Petitioner's goods* for sale, is *circulus in probando*, and not an allegation of fraud. This does not amount to an allegation that Respondent has not offered for sale or sold "pianos, namely, upright pianos, grand pianos, and digital pianos" – the goods identified in Registration No. 3340759. Instead, Petitioner's allegation appears to be more of an attempt at a surrogate claim to its claim of false association, or a thinly-veiled attempt at raising a time-barred likelihood of confusion claim under Section 2(d). *See Trademark Act Section 14(3)*, 15 U.S.C. § 1064(3) (after the five year anniversary of the issuance of a registration, the grounds by which that registration may be cancelled are limited). This is further illustrated by Petitioner's allegation that "[p]urchasers and potential purchasers are being falsely and fraudulently led to believe that some relationship

exists between [Respondent] and the coveted and highly respected Schiedmayer keyboard instruments.” 13 TTABVUE 9, ¶ 11.

Nonetheless, even if proven, Petitioner’s allegations do not amount to a claim of fraud inasmuch as Respondent’s maintenance documents aver that Respondent continues to use its mark on pianos and not on “Petitioner’s goods,” and specifically not celesta keyboards. Therefore, as stated in the prior order, the claim is facially implausible; and the Board’s order striking it was not in error.

Petitioner’s request for reconsideration is **DENIED and Petitioner’s claims of fraud remain stricken.**

Amended Pleading

Pursuant to Fed. R. Civ. P. 15(a)(1)(B), a party may amend its pleading once as a matter of course within 21 days after service of a motion under Rule 12(b). Accordingly, inasmuch as Petitioner’s third amended pleading filed in conjunction with its response to Respondent’s motion to dismiss under Fed. R. Civ. P. 12(b)(6) occurred within 21 days of Respondent’s motion, 22 TTABVUE 9 *et seq.*, the third amended petition to cancel is **ACCEPTED** and is now Petitioner’s operative pleading in this proceeding.³

Motion to Dismiss

In lieu of filing an answer to Petitioner’s third amended petition to cancel, Respondent filed a reply brief including a renewed motion to dismiss the amended

³ Petitioner’s second amended petition to cancel does not include the fraud claim stricken by the Board’s previous order.

petition on June 23, 2016. 23 TTABVUE. Respondent argues, “Petitioner’s Count I, False Designation of Origin, in its Second Amended Petition has not been changed from the originally filed Amended Petition,” and therefore, “is legally defective for precisely the same reasons argued in the previous Motion to Dismiss.” 23 TTABVUE 3. “Respondent renews its Motion to Dismiss Count I on the same grounds as previously made in its May 31st Motion,” but “Respondent does not now move to dismiss Count II in its amended form.” *Id.*

A. Background

By its amended pleading, Petitioner has removed the fraud claim, and now advances, *inter alia*, the following newly added or amended allegations with respect to its claim of false association (Count I):

- Schiedmayer Celesta GmbH is the successor in interest to the trademark SCHIEDMAYER dating to its origin in the year 1735. Schiedmayer Celesta GmbH is owned and operated by Elianne Schiedmayer, successor to the Schiedmayer name and trademark dating back to its origin in 1735.⁴
- Long prior to any use or registration by Piano Factory, the trademark SCHIEDMAYER has been known throughout the world as being associated with the finest musical keyboard instruments ever produced.⁵
- Petitioner herewith states that Respondent’s mark sought to be cancelled herein is the same as Petitioner’s previously used name or identity.⁶

⁴ 22 TTABVUE 10, ¶ 1.

⁵ *Id.* at 12, ¶ 9.

⁶ *Id.*, ¶ 11.

- Petitioner further states that the mark SCHIEDMAYER would be recognized as such, in that it points uniquely and unmistakably to the Petitioner.⁷
- Petitioner is not connected with the goods allegedly sold or the activities performed by the Respondent under the mark SCHIEDMAYER.⁸
- Petitioner's trademark SCHIEDMAYER is of sufficient fame and reputation that if and when Respondent's mark is used on its goods or services, a connection with Petitioner will be presumed.⁹
- All of the factors alleged above also existed at the time of registration of the Trademark Registration sought to be cancelled herein.¹⁰
- In view of the false association set forth above, Petitioner is being damaged because its right to exclusive use and registration of a mark which points uniquely to the Petitioner is being put in jeopardy, due to the registration of the mark sought to be cancelled herein.¹¹

Respondent argues in respect to the false association claim, “[t]he fatal legal defect in Petitioner’s Amended Petition alleging False Association (really False Designation of Origin) is that there are not facts alleged that establish at least element 2 at the time of registration of the mark.” 21 TTABVUE 4. Specifically, Respondent avers, “there are no facts alleged in the [sic] Paragraph 1 or in Paragraphs 11 and 12 in Count I that would establish that Elianne Schiedmayer is the only person in the world with the last name of Schiedmayer.” *Id.* Further, Respondent states, “Petitioner must

⁷ *Id.*, ¶ 12.

⁸ *Id.*, ¶ 13.

⁹ *Id.* at 13, ¶ 14.

¹⁰ *Id.*, ¶ 15.

¹¹ *Id.*, ¶ 16.

allege facts that show, at the time of registration, ‘the mark in question pointed uniquely to the [Petitioner] as of the time the registration issued, not as of the time of the filing of the petition for cancellation.’” *Id.* at 5 (quoting Jeffery A. Handelman, Guide to TTAB Practice § 8.05[D] (2016)).

Petitioner maintains, however, that it “is only required to give Respondent fair notice of the claim made, and Petitioner has clearly done so,” inasmuch as Petitioner has specifically alleged facts to support each of the elements of its false association claim. 22 TTABVUE 3-4. Petitioner also asserts that it has alleged “that these factors existed at the time of registration of the trademark registration sought to be cancelled herein.” *Id.* Petitioner concludes, “[t]he problem with Respondent’s assertion is that it represents nothing more than a defense against the allegations made in the Petition.” *Id.* at 5.

A motion to dismiss for failure to state a claim upon which relief may be granted is a test solely of the legal sufficiency of a complaint. *See Advanced Cardiovascular Sys. Inc. v. SciMed Life Sys. Inc.*, 988 F.2d 1157, 26 USPQ2d 1038, 1041 (Fed. Cir. 1993). In order to withstand such a motion, a complaint need only allege such facts as would, if proven, establish that the plaintiff is entitled to the relief sought; that is, that (1) the plaintiff has standing to maintain the proceeding, and (2) a valid statutory ground exists for cancelling the registration. *Young v. AGB Corp.*, 152 F.3d 1377, 47 USPQ2d 1752, 1754 (Fed. Cir. 1998). The complaint need only “state a claim to relief that is plausible on its face.” *Bell Atlantic Corp. v. Twombly*, 550 U.S. 544, 570 (2007); *see also Ashcroft v. Iqbal*, 556 U.S. 662 (2009). Petitioner is not under a

burden to prove its case in its petition to cancel. *Enbridge, Inc. v. Excelerate Energy Ltd. P'ship*, 92 USPQ2d 1537, 1543 n.10 (TTAB 2009).

B. Standing

The Board has previously found that Petitioner has adequately pleaded its standing to bring this cancellation proceeding. 17 TTABVUE 7.

C. False Association

To state a claim of false suggestion of a connection or false association under Trademark Act Section 2(a), Petitioner must allege facts from which it may be inferred: (1) that Respondent's mark is, or is a close approximation of, Petitioner's name or identity, as previously used by it or identified with it; (2) that Respondent's mark would be recognized as such by purchasers of Respondent's goods, in that it points uniquely and unmistakably to Petitioner; (3) that Petitioner is not connected with the goods that are sold or will be sold by Respondent under its mark; and (4) that Petitioner's name or identity is of sufficient fame or reputation that when used by Respondent as a mark for its goods, a connection with Petitioner would be presumed. *See Bos. Athletic Ass'n v. Velocity, LLC*, 117 USPQ2d 1492, 1495 (TTAB 2015) (citing *Univ. of Notre Dame du Lac v. J.C. Food Imports Co.*, 703 F.2d 1372, 217 USPQ 505, 509 (Fed. Cir. 1983)).

Contrary to Respondent's argument, there is no requirement that Petitioner allege that "Elianne Schiedmayer is the only person in the world with the last name of Schiedmayer;" this is not what it means to "point uniquely and unmistakably to Petitioner." Additionally, Respondent's argument regarding Petitioner's alleged

failure to sufficiently allege that the mark pointed uniquely and unmistakably to Petitioner as of the registration filing date, is belied by paragraph 15 of the amended petition.

Indeed, paragraphs 1 and 9-16 of the amended petition assert facts that if proven would entitle Petitioner to the relief it seeks under Trademark Act Section 2(a). Accordingly, Respondent's motion to dismiss the third amended petition to cancel for failure to state a claim upon which relief can be granted is **DENIED** as to Petitioner's amended claim of false suggestion of a connection or false association under Section 2(a).

Petition to Disqualify¹²

On July 14, 2016, Respondent filed a petition to disqualify Petitioner's counsel Michael J. Striker and his firm Striker, Striker, and Stenby from representing Petitioner in this matter.¹³ Respondent requests disqualification of Mr. Striker and his firm due to Respondent's belief that "Mr. Striker will inevitably need to be called to testify as a witness on behalf of his client in this matter," and "others in Mr. Striker's firm likely also have similar attorney-client privileged information and may need to be deposed." 24 TTABVUE 2 and 7. Respondent alleges, inasmuch as Mr. Striker personally signed an application on behalf of Petitioner for the mark

¹² 24 TTABVUE. Authority to decide petitions seeking disqualification of attorneys in cases before the Trademark Trial and Appeal Board has been delegated to the Chief Administrative Trademark Judge. TBMP § 513.02 (2016). Under the delegation, the authority to decide this petition was further delegated to this panel.

¹³ Petitions to disqualify are governed by Patent and Trademark Rule 11.19(c) ("Petitions to disqualify a practitioner in *ex parte* or *inter partes* cases in the Office . . . will be handled on a case-by-case basis under such conditions as the USPTO Director deems appropriate").

SCHIEDMAYER, in standard character format, alleging a date of first use of 1860,¹⁴ a date that contradicts the date alleged in a previous application filed by Petitioner,¹⁵ “those facts in Michael J. Striker’s possession that would establish a first use date of 1860 for the mark SCHIEDMAYER for ‘keyboard instruments’ in the United States are highly relevant evidence.” 24 TTABVUE 5. Respondent asserts that this information is critical to its false association claim inasmuch as:

Petitioner has to prove that nearly 9 years ago, “All of the factors alleged above also existed at the time of registration of the Trademark Registration sought to be cancelled herein.” Timing of the use and the nature of the use by Petitioner and its predecessors in interest is critical to a False Association claim.

Id.

However, Respondent argues that Petitioner is refusing to produce documents responsive to requests on this topic under a claim of attorney-client privilege “because Mr. Striker is both Petitioner’s counsel in this proceeding and also counsel before the USPTO in its pending U.S. Trademark application for the mark SCHIEDMAYER.” *Id.* at 6. Respondent concludes that consequently, without Petitioner agreeing to waive the attorney-client privilege and produce requested documents, the only way for Respondent to obtain the relevant facts is to depose Mr. Striker, particularly in

¹⁴ Application Serial No. 86600864, filed April 17, 2015, for “keyboard musical instruments,” in International Class 15, under Trademark Act Section 1(a), alleging Petitioner’s use of the mark in commerce as of 1860.

¹⁵ Application Serial No. 73475680, filed April 16, 1984, for “musical instruments, namely pianos, chimes, celestes, and keyboards,” in International Class 15, under Section 1(a), alleging Petitioner’s use of the mark in commerce as of 1960. The application was abandoned following an opposition proceeding.

light of Petitioner's response to Respondent's Interrogatory No. 38, which identified only Ellianne Schiedmayer, a national of Germany, as a person having "personal knowledge of the facts surrounding the filing of the '864 application." *Id.*

Petitioner contends that the petition to disqualify should be denied because, *inter alia*, "[Mr.] Striker has no independent knowledge whatsoever of any facts relating to this proceeding. Any such facts are within the knowledge of Elliane Schiedmayer, President of the Petitioner." 27 TTABVUE 4. Petitioner concludes, "[n]ot only is Striker not a necessary witness; Striker is not an appropriate witness." *Id.* at 8.

Section 11.307(a) of the **USPTO RULES OF PROFESSIONAL CONDUCT**, 37 CFR § 11.307(a), discusses when a practitioner for a party who may become a witness in a USPTO proceeding should be disqualified:

- a) A practitioner shall not act as advocate at a proceeding before a tribunal in which the practitioner is likely to be a necessary witness unless:
 - 1) The testimony relates to an uncontested issue;
 - 2) The testimony relates to the nature and value of legal services rendered in the case; or
 - 3) Disqualification of the practitioner would work substantial hardship on the client.

Thus, in determining whether disqualification is required, the first consideration is whether the attorney is a necessary witness, and the second is, if necessary, does that attorney meet a listed exception.

An attorney will be considered a necessary witness where no other person is available to testify in his or her place. *Northbrook Digital, LLC v. Vendio Servs., Inc.*, 625 F.Supp. 2d 728, 765 (D. Minn. 2008). A necessary witness is one who offers evidence that is not available from another source. *See Horaist v. Doctor's Hosp. of Opelousas*, 255 F.3d 261, 267 (5th Cir. 2001); *Telectronics Proprietary, Ltd. v.*

Medtronic, Inc., 836 F.2d 1332, 5 USPQ2d 1424, 1428 (Fed. Cir. 1988) (citing *SMI Indus. Canada Ltd. v. Caelter Indus. Inc.*, 586 F.Supp. 808, 223 USPQ 742, 748 (N.D.N.Y. 1984) (an attorney as witness is one “who has crucial information in his possession that must be divulged”)). An attorney is “likely to be a necessary witness where the proposed testimony is relevant, material, not merely cumulative, and unobtainable elsewhere.” *Carta v. Lumbermens Mut. Cas. Ins. Co.*, 419 F.Supp.2d 23, 29 (D. Mass. 2006) (quoting *Merrill Lynch Bus. Fin. Svcs., Inc. v. Nudell*, 239 F.Supp.2d 1170, 1173 (D. Colo. 2003)); and *Horaist*, 255 F.3d at 266. See also *Religious Tech. Center v. F.A.C.T.Net, Inc.*, 945 F.Supp. 1470, 1474 (D. Colo. 1996) (quoting *World Youth Day, Inc. v. Famous Artists Merch. Exch.*, 866 F.Supp. 1297, 1302 (D. Colo. 1994) (“A lawyer is a ‘necessary’ witness if his or her testimony is relevant, material and unobtainable elsewhere.”)). Without a showing by the petitioning party that the attorney has information only he or she may attest to, that person will not be deemed a necessary witness. See *Macheca Transp. Co. v. Phila. Indem. Ins. Co.*, 463 F.3d 827, 833 (8th Cir. 2006).

An application for registration must include a verified statement signed by a person properly authorized to sign on behalf of the applicant under § 2.193(e)(1). Trademark Rule 2.33; TMEP § 804 (Oct. 2016). Trademark Rule 2.193(e)(1), 37 CFR § 2.193(e)(1) provides, in relevant part, as follows:

... an application for registration, amendment to an application for registration, allegation of use under §2.76 or §2.88, request for extension of time to file a statement of use under §2.89, or an affidavit under section 8, 12(c), 15, or 71 of the Act must ... be signed by the owner or a person properly authorized to sign on behalf of the owner.

The Rule identifies a person properly authorized to verify the facts on behalf of the owner as:

- (i) A person with legal authority to bind the owner (*e.g.*, a corporate officer or general partner of a partnership);
- (ii) A person with firsthand knowledge of the facts and actual or implied authority to act on behalf of the owner; or
- (iii) An attorney as defined in § 11.1 of this chapter who has an actual written or verbal power of attorney or an implied power of attorney from the owner.

Additionally, in all cancellation proceedings “[t]he petition for cancellation need not be verified, but must be signed by the petitioner or the petitioner’s attorney” Trademark Rule 2.111(b); TBMP § 309.01 (2016).

The USPTO clearly permits an attorney to sign the verification (*e.g.*, a declaration) in support of an application, and other specified filings, on behalf of the applicant. Indeed, it is common for attorneys to do so. The mere signing of the declaration does not make an attorney a “necessary witness.”

Although it is true that Mr. Striker signed the declaration included with the application on behalf of his client, this by itself does not create a circumstance where Mr. Striker alone would need to testify to the contents of that application. Indeed, as Respondent notes, Ellianne Schiedmayer, Petitioner’s president, is an available source of information, albeit obtaining the information from her as a foreign national would be a more cumbersome endeavor. Nonetheless, in light of this, Respondent has failed to establish that Mr. Striker is the sole source of the information that Respondent seeks. Mr. Striker was merely a permitted signatory. Evidence and

information as to the contents of those submissions can be found elsewhere. Thus, Mr. Striker is not a necessary witness.¹⁶

Accordingly, the petition to disqualify Michael J. Striker and his firm Striker, Striker, and Stenby from representing Petitioner in this matter is **DENIED**.¹⁷

Motion for Summary Judgment

Summary judgment is an appropriate method of disposing of cases in which there are no genuine disputes as to material facts, thus allowing such cases to be resolved as a matter of law. *See* Fed. R. Civ. P. 56(c). The Board must follow the well-established principles that, in considering the propriety of summary judgment, all evidence must be viewed in a light favorable to the non-movant, and all justifiable inferences are to be drawn in the non-movant's favor. The Board may not resolve disputes of material fact; it may only ascertain whether such disputes exist. *See Lloyd's Food Prods. Inc. v. Eli's Inc.*, 987 F.2d 766, 25 USPQ2d 2027 (Fed. Cir. 1993); *Opryland USA Inc. v. Great Am. Music Show Inc.*, 970 F.2d 847, 23 USPQ2d 1471

¹⁶ In passing, a policy of disqualifying an attorney for signing a declaration on behalf of his client, especially where it is permitted by the Trademark Rules of Practice, without anything more, would have an undesired consequence of rendering many attorneys practicing before the Board eligible for disqualification.

¹⁷ The parties are reminded of their duty to conduct themselves with decorum and courtesy during this proceeding. Trademark Rule 2.192; *MySpace Inc. v. Mitchell*, 91 USPQ2d 1060, 1062 n.4 (TTAB 2009). Both parties should refrain from lobbing personal attacks and provocative allegations during this proceeding. The Board's jurisdiction is limited to a determination of the registrability of marks, and therefore the parties' arguments should be limited to issues related to the resolution of that question.

(Fed. Cir. 1992); *Olde Tyme Foods Inc. v. Roundy's Inc.*, 961 F.2d 200, 22 USPQ2d 1542 (Fed. Cir. 1992).

If the evidence produced in support of the summary judgment motion does not meet the moving party's burden summary judgment will be denied, particularly where the non-moving party introduces evidence that demonstrates the existence of at least one genuine dispute as to a material fact that requires resolution at trial.

In support of its motion, Petitioner introduced the declaration of Olga Fuchs, Petitioner's counsel's Office Manager,¹⁸ who authenticated the following exhibit:

- a printout from the website of the Secretary of State of California, showing "Business Search Results" from a search for the term "Piano Factory Group, Inc."¹⁹

Additionally, Petitioner attached the following exhibits independently of the Fuchs declaration:²⁰

- a purported printout from the website of the "State of California Franchise Tax Board;"²¹ and
- a copy of an email from Melissa Marsh (an unidentified attorney) sent to the Striker law firm regarding the "Suspended Status of Piano Factory Group, Inc."²²

Petitioner did not submit any additional evidence.

¹⁸ 25 TTABVUE 13.

¹⁹ 25 TTABVUE 11.

²⁰ Although certain types of evidence may be considered on summary judgment even when not filed in connection with a declaration or affidavit, the exhibits submitted by Petitioner do not meet the self-authenticating requirements of Trademark Rule 2.122(e), and therefore will not be considered in connection with the motion for summary judgment. *See* Fed. R. Civ. P. 56(c); Trademark Rule 2.122(e); *Raccioppi v. Apogee Inc.*, 47 USPQ2d 1368, 1369-70 (TTAB 1998); TBMP §§ 528.05(a)(1)-(e).

²¹ *Id.* at 17.

²² *Id.* at 15.

A. State of California's Franchise Tax Board and the Secretary of State of California

The basis for Petitioner's motion is that Respondent has not complied with certain regulations of the State of California's Franchise Tax Board and the Secretary of State of California, and therefore cannot lawfully conduct business in the State of California. Consequently, Petitioner alleges, Respondent cannot lawfully make use of its mark or participate in a legal proceeding involving the mark, including the present proceeding. This allegation was not asserted in the amended petition to cancel. Generally, a party may not obtain summary judgment on a claim or defense that has not been pleaded. *See* Fed. R. Civ. P. 56(a); *Asian and Western Classics B.V. v. Selkow*, 92 USPQ2d 1478, 1480 (TTAB 2009); *Bausch & Lomb Inc. v. Karl Storz GmbH & Co. KG*, 87 USPQ2d 1526, 1528 n.3 (TTAB 2008). However, if the parties, in briefing a summary judgment motion, have treated an unpleaded claim on its merits, and the nonmoving party has not objected to the motion on the ground that it is based on an unpleaded claim, the Board may deem the pleadings to have been effectively amended, by agreement of the parties, to allege the matter. *See Paramount Pictures Corp. v. White*, 31 USPQ2d 1768, 1772 (TTAB 1994) (pleading deemed amended where nonmoving party did not object to motion as seeking judgment on unpleaded claim), *aff'd mem.*, 108 F.3d 1392 (Fed. Cir. 1997).

Although this claim was not initially pleaded or added by any of Petitioner's amendments to its petition, Respondent has treated the claim on its merits without objection, and therefore it will be considered. For purposes of determining the

summary judgment motion only, the Board will deem the petition to cancel to be further amended to advance the new allegations and those allegations to be denied by Respondent.

Here, Petitioner asserts, "... Respondent, Piano Factory Group, Inc. is a suspended corporation, having been suspended since 2008 by the Franchise Tax Board of the Office of the Secretary of State of the State of California. Therefore, the filing of a Declaration of use in April 2014 must be considered as a nullity." 25 TTABVUE 2. Petitioner further alleges, "... the entity has been suspended by the Franchise Tax Board of the State of California due to its failure to file needed returns and pay taxes." *Id.* at 5. Petitioner concludes without legal support or citation, "[a] suspended corporation, being a juristic nullity, also cannot do business of any kind and cannot maintain a Trademark Registration," *id.* at 2, "and cannot defend this Petition for Cancellation." *Id.* at 7. The website printout attached as evidence to Petitioner's motion, the only exhibit that may be considered,²³ simply shows that Piano Factory Group, Inc.'s status is that of "FTB Suspended."

²³ On August 1, 2016, Petitioner filed an addendum to its motion including an exhibit that was not supported by an affidavit or declaration. However, specific provision is made in the Trademark Rules of Practice for the filing of a brief in support of a motion, a brief in opposition to a motion, and a reply brief in further support of the motion. No further papers will be considered regarding the motion. *See* Trademark Rule 2.127(a); *Pioneer Kabushiki Kaisha v. Hitachi High Techs.*, 74 USPQ2d 1672, 1677 (TTAB 2005).

Further, as previously noted, only certain types of material may be filed in support of a motion for summary judgment absent a supporting declaration, and those materials must meet the self-authenticating requirements of Trademark Rule 2.122(e).

Respondent contends, “the Board is not bound by the laws of [the] State of California when deciding whether Respondent has the ability to defend itself and its property in this federal legal proceeding,” but that in any event:

the legal Respondent in this matter has, at all times, been Sweet 16 Musical Properties, Inc. (Sweet 16) doing business as (DBA) under the fictitious name PIANO FACTORY GROUP. The suspended Piano Factory Group, Inc. currently on the records of the California Secretary of State is simply a left over, undissolved corporation that holds no assets, including the registration at issue in this case.

31 TTABVUE 2-3 and 3-4.

The gravamen of Petitioner’s allegations is whether a suspended corporation can continue to hold property, including intellectual property. Respondent contends however, “Petitioner’s arguments make no legal sense ... essentially suggest[ing] that a suspended corporation loses all its property at the time of suspension and that property then sits in legal limbo permanently thereafter.” 31 TTABVUE 3. In any event, Respondent argues that this point is moot inasmuch as the assets of Piano Factory Group, including the registration at issue, were assigned to another legal entity before the suspension.

Respondent introduced evidence in connection with its response brief in opposition to the motion for summary judgment supported by the declaration of Glenn Treibitz, who “controls” Sweet 16 Musical Properties, Inc. This evidence shows that on August 17, 2006, all rights and interest in the company Piano Factory Group, Inc. were

transferred to Sweet 16 Musical Properties. 31 TTABVUE 16.²⁴ Respondent also attached evidence showing Sweet 16 Musical Properties' status as "Active" with the Secretary of State. 31 TTABVUE 18. When a mark that is the subject of a registration has been assigned, together with the registration, in accordance with Trademark Act Section 10, 15 U.S.C. § 1060, any action with respect to the registration which may or must be taken by the registrant may be taken by the assignee (acting itself, or through its attorney or other authorized representative), provided that the assignment has been recorded with the USPTO or that proof of the assignment has been submitted in the Board proceeding record.

The evidence of record²⁵ tends to indicate at least a genuine dispute of material fact exists as to whether Respondent is able to defend this cancellation or maintain a trademark registration. Based upon the record at present, Petitioner has failed to meet its burden to show that no genuine disputes of material fact remain as to its unpleaded claim that Respondent cannot legally defend itself in this proceeding.²⁶

²⁴ An assignment was recorded by the USPTO on August 27, 2016, at reel/frame 5866/0016.

²⁵ The parties should note that the evidence submitted in connection with the motion for summary judgment is of record only for consideration of that motion. To be considered at final hearing, any such evidence must be properly introduced in evidence during the appropriate trial period. See *Levi Strauss & Co. v. R. Josephs Sportswear Inc.*, 28 USPQ2d 1464 (TTAB 1993); *Pet Inc. v. Bassetti*, 219 USPQ 911 (TTAB 1983); *Am. Meat Inst. v. Horace W. Longacre, Inc.*, 211 USPQ 712 (TTAB 1981).

²⁶ The fact that we have identified only certain genuine disputes as to material facts should not be construed as a finding that these are necessarily the only disputes that remain for trial.

Accordingly, Petitioner's motion for summary judgment is **DENIED** with respect to the previously unpleaded allegations made in its motion for summary judgment.²⁷

Join/Substitute Party

In light of the information provided by Respondent in its opposition to Petitioner's motion for summary judgment, we find that Sweet 16 Musical Properties, Inc. should be joined *sua sponte* as party defendant to this proceeding. When there has been an assignment of a mark that is the subject of, or relied upon in, an *inter partes* proceeding before the Board, the assignee may be joined or substituted, as may be appropriate, upon motion granted by the Board, or upon the Board's own initiative. TBMP § 512.01. *See, e.g., NSM Res. Corp. v. Microsoft Corp.*, 113 USPQ2d 1029, 1031 (TTAB 2014) (citing *Life Zone Inc. v. Middleman Group Inc.*, 87 USPQ2d 1953, 1955 n.1 (TTAB 2008)).

Where the mark(s) assigned, together with the corresponding application or registration, is the subject of an opposition or cancellation proceeding before the Board, the assignee may be joined as a party defendant once a copy of the assignment has been filed with the Board. *See* TBMP § 512.01. When the assignment is recorded in the Assignment Services Division of the USPTO, the assignee may be substituted as a party if the assignment occurred prior to the commencement of the proceeding, *Cf. Drive Trademark Holdings LP v. Inofin*, 83 USPQ2d 1433, 1434 n.1 (TTAB 2007), or the assignor is no longer in existence, or if the plaintiff raises no objections to

²⁷ If Petitioner wishes to pursue its claim beyond this motion for summary judgment, Petitioner must, within **TEN DAYS** of the issuance of this order, file a motion to amend its petition to cancel to properly plead such a claim.

substitution, or if the discovery and testimony periods have closed; otherwise, the assignee will be joined, rather than substituted, to facilitate discovery. *See, e.g.*, 37 CFR § 2.113(c); 37 CFR § 2.113(d), 37 CFR § 3.71(d) and 37 CFR § 3.73(b); Fed. R. Civ. P. 17 and 25; *Drive Trademark Holdings*, 83 USPQ2d at 1434 n.2.

Under the present circumstances, substitution would be inappropriate and discovery would be better served by the retention of Respondent as a party defendant in this matter. Therefore, Sweet 16 Musical Properties, Inc. will be **JOINED** as a party-defendant with Respondent, Piano Factory Group.²⁸

Future Motions

In light of the parties' rampant motion practice and the lapse in decorum in the tenor of those motions, no further motions should be filed in this proceeding without first seeking leave of the Board to do so. **Any future motions not on consent filed without evidence of such leave are automatically denied and will be given no consideration.**²⁹

Schedule

The proceeding is **RESUMED**. The remaining discovery, disclosure and trial dates are reset as follows:

Expert Disclosures Due	2/12/2017
Discovery Closes	3/10/2017
Plaintiff's Pretrial Disclosures	4/24/2017
Plaintiff's 30-day Trial Period Ends	6/8/2017

²⁸ The Board's records have been updated accordingly to reflect the joinder.

²⁹ The parties should seek leave by contacting the assigned Board interlocutory attorney by telephone at 571-270-1524.

Consent motions for extension or suspension of the proceeding are exempt from this requirement.

Defendant's Pretrial Disclosures	6/23/2017
Defendant's 30-day Trial Period Ends	8/7/2017
Plaintiff's Rebuttal Disclosures	8/22/2017
Plaintiff's 15-day Rebuttal Period Ends	9/21/2017

In each instance, a copy of the transcript of any testimony, together with copies of documentary exhibits, must be served on the adverse party within thirty days after completion of taking of that testimony. Trademark Rule 2.125.

Briefs shall be filed in accordance with Trademark Rules 2.128(a) and (b). An oral hearing will be set only upon request filed as provided by Trademark Rule 2.129.

ESTTA Tracking number: **ESTTA799005**

Filing date: **02/02/2017**

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

Proceeding	92061215
Party	Defendant Piano Factory Group
Correspondence Address	ADAM R STEPHENSON ADAM R STEPHENSON LTD 40 W BASELINE RD, STE 101 TEMPE, AZ 85283 UNITED STATES adam@patentproblempro.com, janice@patentproblempro.com
Submission	Answer
Filer's Name	Adam R. Stephenson
Filer's e-mail	ipdocket@iptech.law
Signature	/Adam Stephenson/
Date	02/02/2017
Attachments	Answer to 3rd Amended Petition.pdf(29067 bytes)

**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. and
Sweet 16 Musical Properties, Inc.

Registration Date: November 20, 2007

Respondents.

**RESPONDENT’S ANSWER TO PETITIONER’S THIRD AMENDED PETITION
FOR CANCELLATION**

Respondents Piano Factory Group, Inc. and Sweet 16 Musical Properties, Inc.

(“Respondents”) hereby submit their Answer to the third Amended Petition for Cancellation (the “Petition”) filed by petitioner Schiedmayer Celesta GmbH (“Petitioner”). Unless indicated differently, each paragraph below corresponds with the paragraph of the Petition bearing the same number. References to “Petition” herein refer to the third Amended Petition.

Respondents respond to the first unnumbered paragraph of the third Amended Petition as follows: Respondents admit that Sweet 16 Musical Properties, Inc. owns U.S. Reg. No. 3,340,759, and that the registration in all respects speaks for itself. Respondents deny that Petitioner is damaged by the continued registration of U.S. Reg. No. 3,340,759. Except as explicitly admitted and alleged herein, Respondents deny each and every remaining allegation contained in the first unnumbered paragraph of the Petition.

To the extent any additional unnumbered paragraphs, captions or headings in the Amended Petition are treated as allegations, such allegations are hereby denied.

1. Respondents lack sufficient knowledge or information regarding the allegations contained in Paragraph 1 of the Petition to admit or deny and, on that basis, deny each and every allegation contained therein.

2. Respondents admit that they have offices in Burbank, California. Respondents lack sufficient knowledge or information regarding the further allegations contained in Paragraph 2 of the Petition to admit or deny and, on that basis, deny each and every allegation contained therein.

3. Respondents admit that they are in the business of offering musical instruments, including pianos, for sale. Respondents lack sufficient knowledge or information regarding the allegations contained in Paragraph 3 of the Petition to admit or deny and, on that basis, deny each and every allegation contained therein.

4. Respondents lack sufficient knowledge or information regarding the allegations contained in Paragraph 4 of the Petition to admit or deny and, on that basis, deny each and every allegation contained therein.

5. Respondents lack sufficient knowledge or information regarding the allegations contained in Paragraph 5 of the Petition to admit or deny and, on that basis, deny each and every allegation contained therein.

6. Respondents lack sufficient knowledge or information regarding the allegations contained in Paragraph 6 of the Petition to admit or deny and, on that basis, deny each and every allegation contained therein.

7. Respondents lack sufficient knowledge or information regarding the allegations contained in Paragraph 7 of the Petition to admit or deny and, on that basis, deny each and every allegation contained therein.

8. Respondents admit that they have had no formal business relationship with Petitioner. Respondents lack sufficient knowledge or information regarding the remainder of the allegations contained in Paragraph 8 of the Petition to admit or deny and, on that basis, deny each and every allegation contained therein.

9. Respondents lack sufficient knowledge or information regarding the allegations contained in Paragraph 9 of the Petition to admit or deny and, on that basis, deny each and every allegation contained therein.

10. Respondents deny each and every allegation contained in Paragraph 10 of the Petition.

11. Respondents lack sufficient knowledge or information regarding the allegations contained in Paragraph 11 of the Petition to admit or deny and, on that basis, deny each and every allegation contained therein.

12. Respondents deny each and every allegation contained in Paragraph 12 of the Petition.

13. Respondents lack sufficient knowledge or information regarding the allegations contained in Paragraph 13 of the Petition to admit or deny and, on that basis, deny each and every allegation contained therein.

14. Respondents lack sufficient knowledge or information regarding the allegations contained in Paragraph 14 of the Petition to admit or deny and, on that basis, deny each and every allegation contained therein.

15. Respondents lack sufficient knowledge or information regarding the allegations contained in Paragraph 15 of the Petition to admit or deny and, on that basis, deny each and every allegation contained therein.

16. Respondents deny each and every allegation contained in Paragraph 16 of the Petition.

17. Respondents deny each and every allegation contained in Paragraph 17 of the Petition.

18. Respondents deny each and every allegation contained in Paragraph 18 of the Petition.

19. Respondents deny each and every allegation contained in Paragraph 19 of the Petition.

20. Respondents deny each and every allegation contained in Paragraph 20 of the Petition.

21. Respondents admit that a renewal was due for Registration 3,340,759 by May 20, 2014. Respondents lack sufficient knowledge or information regarding the remainder of the allegations contained in Paragraph 21 of the Petition to admit or deny and, on that basis, deny each and every allegation contained therein.

22. Respondents admit that an assignment for the benefit of creditors of the assets of Piano Factory Group, Inc. was made on or about August 17, 2006. Respondents deny the remainder of the allegations contained in Paragraph 22.

23. Respondents admit that all of the assets of Piano Factory Group, Inc were sold through a Bill of Sale to Sweet 16 Musical Properties, Inc., Respondent. Respondents lack sufficient knowledge or information regarding the remainder of the

allegations contained in Paragraph 23 of the Petition to admit or deny and, on that basis, deny each and every allegation contained therein.

24. Respondents admit that a Section 8 and Section 15 Affidavit were filed on April 18, 2014. Respondents deny the remainder of the allegations contained in Paragraph 24.

25. Respondents deny each and every allegation contained in Paragraph 25 of the Petition.

AFFIRMATIVE DEFENSES

In addition to the foregoing, and as separate and distinct affirmative defenses to Petitioner's claims, Respondent alleges as follows:

FIRST AFFIRMATIVE DEFENSE

Petitioner's Amended Petition is barred because the Petitioner has failed to state facts upon which relief may be granted.

SECOND AFFIRMATIVE DEFENSE

Petitioner's allegations are not plead with particularity and do not meet either the standards of the Federal Rules of Civil Procedure, as interpreted in either *Bell Atlantic Corp. v. Twombly*, 550 U.S. 544, 555, 127 S. Ct. 1955, 1966 (2007) or *In re Bose*, 580 F.3d 1240, 91 U.S.P.Q.2d 1938 (Fed. Cir. 2009).

THIRD AFFIRMATIVE DEFENSE

Petitioner's Amended Petition is frivolous and baseless.

FOURTH AFFIRMATIVE DEFENSE

Petitioner's Petition for Cancellation is barred by laches. Petitioner did not seek cancellation of the Respondent's registration for nearly 7.5 years.

FIFTH AFFIRMATIVE DEFENSE

Petitioner's Petition for Cancellation is barred by acquiescence. Petitioner did not seek to cancel Respondent's registration for such a long period of time that it amounts to a relinquishment of any claims by Petitioner to cancel it.

FURTHER AFFIRMATIVE DEFENSES

Respondent is without sufficient information to know at the present time whether additional affirmative defenses may be applicable to this action. Accordingly, Respondent expressly reserves the right to assert further affirmative defenses should it learn that any such defenses are available.

WHEREFORE, Applicant respectfully requests that the Petition be denied, and that judgment be entered in favor of Respondent.

Dated: February 2, 2017

Respectfully submitted,
/s/ Adam R. Stephenson
Adam R. Stephenson, LTD.
8350 E Raintree Dr., Ste 245
Scottsdale, AZ 85260
Tel: 480.264.6075
Fax: 480.718.8336
Email: adam@iptech.law
Attorney for Respondents, Piano Factory
Group, Inc. and Sweet 16 Musical
Properties, Inc.

CERTIFICATE OF SERVICE

It is hereby certified that one (1) copy of the foregoing RESPONDENT'S ANSWER TO PETITION FOR CANCELLATION is being sent via email to Petitioner Schiedmayer Celesta GmbH's attorney of record as follows:

Michael J. Striker
Striker, Striker & Stenby
103 East Neck Road
Huntington, NY 11743
striker@strikerlaw.com

Dated: February 2, 2017

____/s/ Adam R. Stephenson____

ESTTA Tracking number: **ESTTA905377**

Filing date: **06/25/2018**

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

Proceeding	92061215
Party	Defendant Piano Factory Group
Correspondence Address	ADAM R STEPHENSON IPTECHLAW 8350 E RAINTREE DR, STE 245 SCOTTSDALE, AZ 85260 UNITED STATES Email: ipdocket@iptech.law
Submission	Testimony For Defendant
Filer's Name	Adam R. Stephenson
Filer's email	ipdocket@iptech.law
Signature	/Adam Stephenson/
Date	06/25/2018
Attachments	Notice of Filing Dec of Russell Kassman.pdf(15555 bytes) Russell Kassman Declaration - Schiedmayer.pdf(116513 bytes) Declaration of Glenn Treibitz.pdf(181100 bytes) Exhibit_1.pdf(1113239 bytes) Exhibit_3.pdf(506527 bytes) Exhibit_4.pdf(626018 bytes) Notice of Filing Dec of Glenn Treibitz.pdf(15617 bytes) Exhibit_2.pdf(797303 bytes) Exhibits 5 to 8 filed.pdf(3112227 bytes) Exhibits9to11filed.pdf(1833075 bytes) Exhibit12filed.pdf(2425036 bytes)

**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. and
Sweet 16 Musical Properties, Inc.

Registration Date: November 20, 2007

Respondents.

**RESPONDENTS' NOTICE OF FILING DECLARATION OF RUSSELL
KASSMAN**

Respondents hereby provide notice that they have today filed the Declaration of Russell Kassman, executed on June 20, 2018.

Copies of the Declaration are also being provided counsel for Petitioner with a copy of this Notice.

Dated: June 25, 2018

Respectfully submitted,

/s/ Adam R. Stephenson

IPTechLaw

8350 E Raintree Dr., Ste 245

Scottsdale, AZ 85260

Tel: 480.264.6075

Fax: 480.718.8336

Email: adam@iptech.law

Attorney for Respondents

CERTIFICATE OF SERVICE

It is hereby certified that one (1) copy of the foregoing RESPONDENTS' NOTICE OF FILING DECLARATION OF RUSSELL KASSMAN along with the DECLARATION OF RUSSELL KASSMAN is being sent via email to Petitioner Schiedmayer Celesta GmbH's attorney of record as follows:

Michael J. Striker
Collard & Roe PC
1077 Northern Blvd.
Roslyn, NY 11576
striker@collardroe.com

Dated: June 25, 2018

_____/s/ Adam Stephenson_____

**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. and
Sweet 16 Musical Properties, Inc.

Registration Date: November 20, 2007

Respondents.

DECLARATION OF RUSSELL KASSMAN

The undersigned, Russell Kassman, hereby declares as follows:

I am the founder and CEO of Lewent Enterprises LLC DBA R.Kassman Piano and have been involved in sales and service of pianos and other keyboard instruments, including celestes, since 1979. I have been involved in the sale and appraisal of many hundreds of pianos of all brands including historical brands that are no longer currently being produced. I have extensive experience in appraising pianos and I have owned numerous brands of pianos. I am often called upon by other piano owners, piano dealers, reporters and colleagues for information or advice about many aspects of all brands of pianos and regarding the piano industry in general.

I was involved in the sale of approximately four (4) SCHIEDMAYER branded pianos sold to me by Rud. Ibach & Sohn and Kawai USA during the timeframe 1981-1989. In 1991 I also was involved in the importation into the US and sale of a SCHIEDMAYER branded celeste, working on the transaction with C. Bechstein Pianofortefabrik of Berlin, Germany who assisted me only in language support.

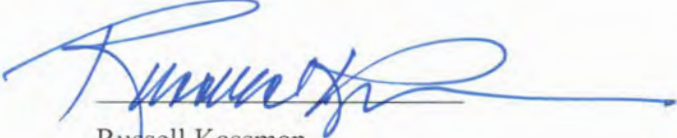
Based on my experience, I know the differences in appearance and sound between a piano forte and a celeste. In my experience, no customer of mine has indicated that they were confused thinking a celeste is a piano forte. Also, during the time I sold SCHIEDMAYER branded pianos and the SCHIEDMAYER branded celestes, I am unaware of any customer

expressing any confusion about whether an association existed between the manufacturer of SCHIEDMAYER branded pianos and the manufacturer of SCHIEDMAYER branded celestes.

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

FURTHER AFFIANT SAYETH NOT.

20 June 2018
Date


Russell Kassman

**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. and Sweet 16 Musical Properties, Inc.	Registration Date: November 20, 2007
Respondents.	

DECLARATION OF GLENN TREIBITZ

The undersigned, Glenn Treibitz, hereby declares as follows:

I have been involved with piano fortes (pianos) since 1981 as a performing artist and in working in every facet of the piano business from sales and marketing to hands on rebuilding in a piano rebuilding shop. I have been involved in the sale and rental of approximately 50,000 pianos, including nearly all major piano brands being manufactured today and many historical brands no longer under manufacture. I have extensive experience in appraising pianos and I have owned numerous brands of pianos. I am often called upon by other piano owners, piano dealers, reporters and colleagues for information or advice about many aspects of all brands of pianos and regarding the piano industry in general.

I am currently the president of Respondent Sweet 16 Musical Properties Inc. of which Hollywood Piano is a DBA. As discussed in my Affidavit of August 26, 2016 filed in this proceeding on August 27, 2016, Sweet 16 Musical Properties Inc. acquired all of the assets of Respondent Piano Factory Group Inc. on or about the 17th of August 2006 and continued use of Piano Factory Group as a DBA.

The National Association of Musical Merchants (NAMM) has selected Hollywood Piano from 10,000 worldwide members as a Top 100 Dealer in 2012, 2015, 2017, and 2018.

In appraising and assessing pianos in my piano business activities, I use various authoritative references on piano provenance. Among these is *The Pierce Piano Atlas* which is recognized in the piano industry as the world's most authoritative publication on piano manufacturers, past and present and is used to establish and confirm piano identities. Exhibit 1, taken from the 12th edition of *The Pierce Piano Atlas* states that "Rud. Ibach Sohn owns Schiedmayer Piano GmbH."

Exhibit 2, taken from the 12th edition of *The Pierce Piano Atlas* states that Georg Schiedmayer's company, Schiedmayer Pianofortefabrik, changed its name to "Schiedmayer Pianos GmbH when George Schiedmayer sold this piano line to Rud. Ibach Sohn in 1980. Some Pianos have been made under license by various manufacturers including Kemble, in England, and Kawai, in Japan. The company, now named Schiedmayer Piano Co. was taken over by Musikhaus Thomann, Erlangen, Germany, in 2006."

On 6/25/2018 I conducted a search through the archived web pages of Musikhaus Thomann. I found an archived webpage from 2010 (available at https://web.archive.org/web/20100609212028/http://www.thomann.de:80/gb/cat_GF_pianos_PG_2.html, last visited 6/25/2018).

On the same day, I also found multiple archived webpages from 2009 (available at <https://web.archive.org/web/20090312115718/http://www.thomann.de:80/gb/pianos.html>, https://web.archive.org/web/20090722025008/http://www.thomann.de:80/gb/cat_GF_pianos_PG_2.html, https://web.archive.org/web/20090722025011/http://www.thomann.de:80/gb/cat_GF_pianos_PG_3.html, each last visited 6/25/2018).

Exhibits 5-8 are screenshots from the foregoing Musikhaus Thomann's archived webpages from 2009 and 2010. They show that as recently as 2010, Musikhaus Thomann was actively offering for sale in Europe various models of SCHIEDMAYER branded pianos.

In my practice, I have also encountered *The Encyclopedia of Keyboard Instruments* series. Within this series, I have reviewed the volume *Piano: An Encyclopedia*. Exhibit 3, taken from this volume, states “Georg Schiedmayer, who was the last of his family to build pianos, changed his focus to building celestas and glockenspiels and in 1980 sold the piano name, models, drawings, tools, and forms to the Rudolf Ibach Sohn firm. Schiedmayer is now a brand name of the Ibach company.”

Exhibit 4, also taken from *Piano: An Encyclopedia* from the *Encyclopedia of Keyboard Instruments*, states “[i]n the 1980s Ibach expanded by purchasing the venerable Schiedmayer piano division (est. in 1809) and the piano firm of Roth and Junius (est. in 1889), known for its affordable instruments for home and school. Both brand names are still in production under the auspices of Rudolf Ibach Sohn.”

On 6/25/2018, I came across a statement by Elianne Schiedmayer published to her company’s webpage (included as Exhibit 9). The statement is available at https://www.celestaschiedmayer.de/wp-content/uploads/2017/09/Stellungnahme_Elianne_Schiedmayer-SCHIEDMAYER-IBACH-KAWAI-THOMANN-dt..pdf, last visited 6/25/2018. I obtained a translation of the statement (available as Exhibit 10) from a certified translator (whose declaration is included as Exhibit 11). In the statement, Ms. Schiedmayer admits that for over 30 years (between 1983 and 2014), other companies operated under the belief they had rights to the registered “Schiedmayer S” logo which included the printed name “Schiedmayer” thereon.

Further, according to the statement, Ms. Schiedmayer admits that the authors/publishers of the following texts include information about the transfer of rights of the Schiedmayer trademark similar to the information found in *The Pierce Piano Atlas* and the *Encyclopedia of Keyboard Instruments*. These texts include:

- *Atlas der Pianonummern*, Edition Bochinsky
- *The Fortepiano Writing of Streicher, Dieudonné and the Schiedmayer*, Mellen Press 2008
- *The World Piano Bible, Das Klavier Lexicon*, Jens-Uwe Witter 2017

These texts, in addition to *The Pierce Piano Atlas* and the *Encyclopedia of Keyboard Instruments*, are all considered authoritative histories on the piano and piano manufacturers. All

of these authoritative histories teach that Georg Schiedmayer transferred rights to the Schiedmayer trademark in 1980 to Rud. Ibach & Sohn.

Further, according to Exhibit 10, Ms. Schiedmayer admits that in 1990 a company titled Schiedmayer Piano GmbH was founded. This company is admitted to have had no relationship to Schiedmayer Pianofortefabrik Stuttgart and Schiedmayer & Soehne GmbH & Co. KG. These companies co-existed and operated under the same SCHIEDMAYER name until 2003.

After August of 2002, I received a phone call from a person with a voice I recognized as female with a German accent who asked me why I had registered the domain www.schiedmayer.com. I believe that person was Elianne Schiedmayer. I have owned the domain www.schiedmayer.com since August of 2002.

In approximately 2001 I had noticed that Kawai was no longer selling pianos branded as “Schiedmayer” in the United States. It was my understanding at the time that Kawai had rights to apply the SCHIEDMAYER trademark to pianos they manufactured for Ibach. Because I believed that the SCHIEDMAYER mark had thus been abandoned in the United States by all parties for pianos, including Ibach, in 2002, I filed an intent-to-use trademark for SCHIEDMAYER with the United States Patent and Trademark Office for various types of pianos. The mark was registered November 20, 2007 and I personally signed the most recent renewal on September 28, 2017.

Due to data losses resulting both from migration of my record keeping software and due to losses suffered from computer system failure, at the present time I have produced all of the records that I have that specifically identify SCHIEDMAYER branded piano sales. I know that I sold additional SCHIEDMAYER branded pianos than even the records I have because the practice at Hollywood Piano was that when a SCHIEDMAYER branded piano was needed on the showroom floor, we often selected a quality piano from those in our warehouse that was a “no name” or unbranded piano manufactured by companies like American Sejung Corporation (ASC) and placed our SCHIEDMAYER brand nameplate on it. In our sales tracking system, however, the record for the unbranded piano was not always updated once the physical branding was completed and the piano actually sold. I also placed a number of SCHIEDMAYER branded

pianos into Hollywood Piano's piano rental pool. Accordingly, these are the approximate sales and rental figures by year to the best of my information and belief:

In the year 2007, I sold approximately 3 pianos bearing the SCHIEDMAYER mark

In the year 2008, I sold approximately 6 pianos bearing the SCHIEDMAYER mark.

In the year 2009, I sold approximately 3 pianos bearing the SCHIEDMAYER mark.

In the year 2010, I sold approximately 1 pianos bearing the SCHIEDMAYER mark.

In the year 2012, I sold approximately 2 pianos bearing the SCHIEDMAYER mark.

In the year 2014, I sold approximately 1 pianos with my SCHIEDMAYER mark.

In the year 2015, I sold approximately 1 pianos bearing the SCHIEDMAYER mark.

In the year 2016, I sold approximately 2 pianos with my SCHIEDMAYER mark.

In the year 2017, I sold approximately 10 pianos bearing the SCHIEDMAYER mark and rented approximately 1 pianos bearing the SCHIEDMAYER mark.

Thus far, in the year 2018, I have sold approximately 2 pianos bearing the SCHIEDMAYER mark and have rented approximately 1 pianos bearing the SCHIEDMAYER mark.

Thus, in total, I have sold approximately 29 SCHIEDMAYER pianos since the SCHIEDMAYER mark was registered and have rented approximately 9 pianos with my SCHIEDMAYER mark since registration of the mark.

Each of the sold pianos sold for anywhere between \$1,999 & \$6,999. Each of the rented pianos rented for anywhere between \$49 and \$199 per month. Thus, in total, there has been approximately \$137K in gross revenue from SCHIEDMAYER branded pianos.

At no time during periods of time where SCHIEDMAYER branded piano sales did not take place did I intend to discontinue further use of the SCHIEDMAYER trademark. Nor have I ever discontinued use of the SCHIEDMAYER trademark for pianos with no intent to resume use

of the mark. Indeed, over the past three years I have been working diligently (including traveling to China on multiple occasions) to evaluate Chinese piano manufacturers to make pianos suitable for sale under the SCHIEDMAYER brand line.

In addition to selling and renting SCHIEDMAYER branded pianos, I have and continue to actively advertise SCHIEDMAYER branded pianos both through placing them on the sales floor at our Hollywood Piano locations, putting them in the rental pool, advertising the brand name on the internet, and via sales flyers. The primary form of advertising the SCHIEDMAYER mark has been putting pianos branded with the SCHIEDMAYER mark on the sales floor and in the rental pool of Hollywood Piano.

Advertising on the internet has included using a DNS redirect to redirect visitors to the domain www.schiedmayer.com to the website for Hollywood Piano (www.hollywoodpiano.com). This redirect has been in place since 2002 meaning that any person who tries to visit www.schiedmayer.com using a web browser is immediately and automatically redirected to Hollywood Piano's site.

Exhibit 12 is an advertisement put out by Hollywood Piano for a Memorial Day piano sale at Hollywood Piano conducted in 2018. 300,000 copies of the printed flyer were distributed to consumers throughout California. As shown in Exhibit 12, one of the focal points of the advertisement is a photo of SCHIEDMAYER branded baby grand offered for sale. Further, SCHIEDMAYER upright pianos are also pictured and advertised. As shown by Exhibit 12, these pianos are valued at respectively \$12,785 and \$5,495 with the sale price being respectively \$6,998 and \$2,498.

I am very familiar with Helga and Kyril Kasimoff as they are fellow piano dealers in the Los Angeles area and personal friends of mine. I do not recall the specific sequence of events described in Ms. Kasimoff's affidavit or recall playing the SCHIEDMAYER branded celesta allegedly present on the sales floor that day nearly 13 years ago. However, if I had, I would not have thought there was any likely confusion to occur between purchasers of SCHEDMAYER branded celestas and my upcoming brand of SCHIEDMAYER branded pianos given the visual differences and unmistakable sound differences between the two instruments. I am aware that a celesta or celeste produces a bell-like tone and is used, for example, in playing the bell-like tones

in the “Dance of the Sugar Plum Fairy” in Tchaikovsky’s *Nutcracker*. This sound is immediately discernible from the sound a piano forte makes and they would not be confused with one another. At the time the alleged events occurred, this would have been nearly 3 years after I filed in the US to register SCHIEDMAYER for pianos.

Since adoption of the SCHIEDMAYER mark for pianos, I have never been approached or contacted by any individual who informed me that he or she believed there was an association or relationship between the celestas sold by Schiedmayer Celesta (the Petitioner) and my SCHIEDMAYER branded pianos.

Up to this point in this proceeding, I have been billed by my counsel and paid \$24,184.50 to defend this action against the attack against my registration for pianos by the Petitioner who, to my knowledge, has no US trademark registration of any kind and admits that it never has and has no intention of making pianos.

In the course of my business, I had my counsel file a trademark application for the mark VOSE & SONS as it had been abandoned by prior users of the mark (U.S. Application Ser. No. 78/157,550). The application was rejected as being primarily a surname despite the prior registrations granted by the USPTO for the mark and an *ex parte* appeal was taken but was unsuccessful. Following my intent-to-use application for the mark, another party, Wrightwood Enterprises, Inc. filed an application on the Supplemental Register for VOSE & SONS. Since I was unsuccessful on our appeal to the Board and had only an intent-to-use application, I lost that mark to Wrightwood Enterprises, Inc. It is my belief that Wrightwood Enterprises, Inc. had knowledge of my application and its status and strategically made their filing to ensure they were able to prevent my adoption of the mark after the *ex parte* appeal failed (i.e., “stole” the trademark from me). This is because I am unaware of any association between Wrightwood Enterprises, Inc. and any of the former users of the VOSE & SONS trademark.

In approximately 2007, Hollywood Piano was using an inventory management system produced and maintained by a company that went out of business. As a result, a large amount of data was not able to be migrated to our current FileMaker Pro system including documentation relating to pianos sold and rented under the SCHIEDMAYER mark. Also, computer system failures (hard drive failures) in approximately 2010 resulted in additional loss of data likely

including documents related to pianos sold and rented under the SCHIEDMAYER mark. These data losses occurred during the operation of the business and are an unfortunate consequence of the long period of time that has passed since I obtained the registration of the SCHIEDMAYER trademark.

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

FURTHER AFFIANT SAYETH NOT.

6/25/2018

Date



Glenn Treibitz

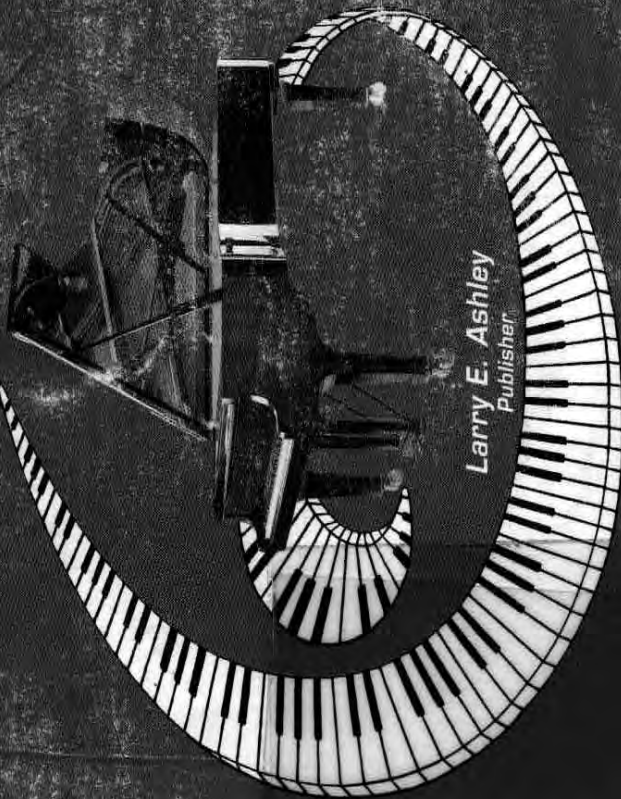
President

Sweet 16 Musical Properties, Inc.

Exhibit 1

PIERCY PIANO ATLAS

12th Edition
Our 61st Year



Larry E. Ashley
Publisher

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PIERCE PIANO ATLAS

TWELFTH EDITION

"THIS BOOK IS WORTH ITS WEIGHT IN GOLD AND IS RECOGNIZED AS AN INTERNATIONAL RESOURCE"

Often referred to as the "Bible of the Piano Business," this twelfth edition has been authoritatively expanded and updated to include over 12,000 names of pianos, providing ready reference to serial numbers, dates of manufacture, factory locations, history and other pertinent information.

For years Bob Pierce traveled around the world (several times to the Asia) seeking additional facts now published in the atlas. He recognized that information not sought out and published could be lost forever. His son, Larry Ashley, has continued this pursuit of information. Thousands of letters, phone calls, and e-mails of have captured information from the world wide piano industry and interested individuals over the past six decades.

Surprisingly, many major piano manufacturers no longer have production records on pianos of their own manufacture that they have ceased to produce. Factories here and abroad have gone out of business or principals have died with information seemingly lost forever. Earthquakes, fires, floods, tornadoes and wars have destroyed irreplaceable records.

Larry Ashley continues in is father's tradition and would appreciate any additional facts you could contribute. As most readers know, this has always been more a labor of love than a business, even as far back as the First Edition in 1947, when Bob collaborated with N. E. Michel. We look forward to publishing the next edition in 5 or 6 years.

All the facts contained in this twelfth edition are as accurate as continuous research and correspondence throughout the piano industry can provide. Accordingly, the publisher disclaims responsibility for any errors or omission that may exist.

No Other Directory Gives You Such A Wealth Of Data

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P.O. Box A 20520, Albuquerque, New Mexico 87154-0520

"EVERY MAN OWES A PART OF HIS TIME
TO THE UPBUILDING OF HIS PROFESSION."

THEODORE ROOSEVELT

2

To The Memory
Of the Men Who Have Made the
Rich History of the Piano Trade,
Especially My Old Friend

Henry Z. Steinway
1915 - 2008

This 12th Edition is Respectfully
Dedicated

HULSKAMP, G. H., Est. 1840 in Troy, New York.

HULTMAN, J. A., Located in New York. J. A. Hultman was a prominent church worker. Pianos with this name were advertised in Swedish Mission News. Piano serial #16007 is a 59" upright, with a transposing keyboard, made about 1895. Piano serial #35908 made about 1905. Piano serial number #46904 is date.

HUMBERT, J. S., Howard St., Boston, Mass., from 1860-1864 squares only.

HUMBOLDT PIANO CO., See H. P. Nelson.

HUME PIANOS, Est. 1903, by Steinert, Boston, Mass. Discontinued in 1910
 1903-10000 1906-10400 1909-10800 1912-11400 1915-11900
 1904-10200 1907-10500 1910-10900 1913-11600 1916-12000
 1905-10300 1908-10600 1911-11100 1914-11800

HUMMELAND *

HUMMERLAND, D. G. CO., Patented 1899.

HUMPHREYS, A. & E., London, England, 1883.

HUMPHRIES

HUND, FREDERICK, Est. 1816, Quebec City. Was the first pianoforte maker in Canada. Company became Hund & Seebold until 1824, later Seebold and the Seebold, Manby & Co. up to 1856.

HUND & SEEBOLD, See Hund Frederick.

HUNI & CO., Switzerland, at Zurich.

HUNI & HUBERT, Switzerland.

HUNI-RAPPERSCHWEIL, Zurich, Switzerland, 1820.

HUNNINGTON *

HUNSINGER *

HUNT

HUNT, C. B. & CO., Organs, Boston, circa 1890.

HUNT, HENRY G., Toronto, around 1850.

HUNT, JOSEPH T., Saint John, New Brunswick, made square pianos from about 1845 to 1865.

HUNT BROS. *

HUNTER *, Name used on pianos built in New York.

HUNTER, J. P. Organs, Phila., Pa.

HUNTING *, Shelton, Conn.

HUNTINGTON PIANO CO., Est. 1894. Controlled by the Sterling Piano Co. Offices were at 81 Cort St., Brooklyn, N. Y. and the factories were in Derby and Shelton, Conn. Name was used by Winter may have Winter numbers. See Sterling Piano Co. for more information.

1895-4000	1910-34000	1921-58000	1938-163000	1953-310000
1900-9000	1911-37700	1928-90000	1939-170000	1954-315000
1901-11000	1912-39600	1929-98000	1940-183000	1955-324000
1902-13000	1913-42000	1930-102500	1941-193000	1956-333000
1903-15000	1914-44000	1931-106000	1942-204000	1957-342000
1904-15500	1915-46000	1932-110000	1947-243000	1958-166000
1905-18000	1916-48000	1933-118000	1948-250000	1959-166740
1906-21000	1917-50000	1934-123000	1949-260000	1960-167200
1907-24000	1918-52000	1935-128000	1950-272000	
1908-28000	1919-54000	1936-135000	1951-283000	
1909-31000	1920-56000	1937-153000	1952-291000	

HUPFELD, LEDWIG, Est. 1880, in Leipzig, Germany. Was one of the first makers of the reproducing piano. Originally 61 notes, later 76. Also see Dea. In 1918 Hupfeld and Rönisch Piano Co. joined forces. Also made Phonola, Phonoliszt, Violano, Triphonola and Violano-Virtuoso.

HUPFER & CO., Zeitz, Germany 1874.

HUPPERZEITZ

HUPPMANN, GEO. Made square grands.

HURT *

HUTCHINGS, GEORGE S. ORGANS

HUTCHINGS, PLAISTED & CO., Boston, Mass.

HUTCHISON, GEORGE & SON, NO. 1, Bayham St., Camden Town, London, plant piano forte, manufacturers.

HUTFIELD, See Hupfeld.

HUTNER, ALFRED, Breslau, Germany, 1896.

HUTTHE, Belgium.

HUTNER

HUTNER & SON, Made by Henry G. Johnson Piano Mfg. Co. of Bellevue, Iowa.
 1918-95000 1919-96500 1920-99900 1921-101000 1922-103000

HUTTEN, JACOB, 113 Elizabeth, New York, 1835.

HUTTEN, SCHILLER.

HUTTEN, SAMUEL C., 218 Church, New York 1815.

HUNDAI, Hyundai Corporation, 140-2 Kye-Dong, Chongro-Ku, Seoul, South Korea, or C.P.O. Box 8943, Seoul, Korea. Also used names Maeari and Ashburn among others. All pianos were made by Samick Musical Instrument Mfg. Ltd., in Korea. Last U.S.A. distributor North American Music Inc., 126 Route 303, West Nyack, N. Y., 10994. For brand name Maeari see Maeari, for other brand practical pianos see below. For grand pianos: first two digits of serial number indicate year made. Some decorator style pianos were made by Handok.
 1981-HA---- 1983-HC---- 1985-HE---- 1987-HG---- 1989-HI----
 1982-HB---- 1984-HD---- 1986-HF---- 1988-HH---- 1990-HJ----

HUTTEN PIANOS, Via Moncalieri, Italy, see Pichettino & Salza and the New York Piano Co., shows patent dated 1888 and 1889.

HUTTEN, CARL RUDOLPH & RICHARD, 1862-1869, Germany.

HUTTEN, J. ADOLPH SOEHN, Barmen, Germany, 1794-1833.

HUTTEN, J. ADOLPH SOEHN, 1839-1862.

HUTTEN SOHN, RUD. Est. 1794 by Johannes Adolph Ibach as Ibach Piano & Organ manufacturers in Germany. In 1839 J. Adolph Ibach retired and his sons Carl Rudolf and Richard Ibach ran the company; later with the help of their brothers Peter Adolph-Rudolph and Gustav Adolph. In 1869 the company split into two companies, an organ manufacturer, held by a family member and the Ibach Sohn piano company. Peter Adolph-Rudolph died in 1892 and his wife, Hulda (Reyscher) Ibach, ran the company for over twelve years. By the mid 1900s the company was under the control of Albert Rudolph Ibach. The headquarters were in Barmen, with supplementary production facilities in Berlin, Schwelm, and Barmen. Concert halls and stores were located in Cologne, Dusseldorf, and Berlin. After WWII, Schwelm, under the management of Johann Adolph Ibach, became the company headquarters and the only production facility. Today the company, managed by Rolf Ibach, is still family owned (now in the sixth generation) and produces upright and grand pianos, it is the world's oldest piano builder still in operation. Rud. Ibach Sohn owns Schiedmayer Piano GmbH and Roth & Junius Piano GmbH., they also build special edition pianos based on designs by architects. In 1991 Daewoo of Korea purchased an interest in Ibach and started making some Ibach pianos in Korea. A decision was made to distribute German Ibach pianos in Europe and Korean Ibach pianos everywhere except the US. Ibach pianos are not sold in the USA. Current address, in Germany, is Rud. Ibach Sohn, Wilhelmstrabe 43, D-58332 Schwelm, Germany. Phone 011 49 02336-9393-0, Fax 011 49 02336-939393. (Ibach Sohn, Rud., Listing Continued On Next Page)

(Ibach Sohn, Rud., Listing Continued From Previous Page)		
1820-464	1902-42800	1926-91600
1830-701	1903-45000	1927-93000
1840-1189	1904-47500	1928-94400
1845-1603	1905-50200	1929-95300
1850-1906	1906-52900	1930-96000
1855-2600	1907-55300	1931-96300
1860-2900	1908-58000	1932-96600
1865-3450	1909-60600	1933-96800
1870-3800	1910-63600	1934-97000
1875-5400	1911-66800	1935-97200
1880-7800	1912-70200	1936-97400
1885-12500	1913-73600	1937-97600
1890-20100	1914-75900	1938-97800
1891-21800	1915-76600	1939-98100
1892-23000	1916-77700	1940-98300
1893-24600	1917-78400	1948-98310
1894-26100	1918-79100	1950-98500
1895-28000	1919-81200	1955-99500
1896-30000	1920-82100	1956-100000
1897-31900	1921-83400	1957-100850
1898-34300	1922-85000	1958-101700
1899-36600	1923-86000	1959-102700
1900-38600	1924-88600	1960-103800
1901-40500	1925-90300	1961-105000

ICK, SAM MUSICAL INST. MFG. CO., 316 Hyosing Dong, Puk-Ku, CPO Box 1095 Incheon Korea. Made Horugel and Samick.

IDE, WILLIAM B., 1840.

IDEAL, Made by Blasius.

IDEAL PIANOS, Instruments made by Auto-Piano Co. and Kohler & Campbell.

IHLSEND, Narvesen & Linsted Pianos, 16 Fulton, Brooklyn, N. Y. See Narvesen.

IHLISING & HOLSTROM

IHNE & SON, New York 1870.

ILFECHT, L. B.

ILLICH, ALOIS, Wein.

ILLSLEY, F. I. Albany, New York 1848.

IMHOFF & MUCKLE, Germany, Vohren Bach, Baden, 1848. Organ and player piano combination.

I.M.I. Changed to Currier in 1972.

IMLER, ERNEST

IMPANIALA PIANO, Made in Japan and name used by Bob Pierce.

IMPERIAL, Name used on pianos built in Chicago.

1900-36000 1905-50000 1910-60000 1915-73000

1902-46000 1908-54000 1912-66000

IMPERIAL PIANO CO., New York

1918-6500 1921-11000 1924-15500 1927-19200

1919-8000 1922-12500 1925-17000 1928-20000

1920-9500 1923-14000 1926-18000 1929-22000

IMPERIAL, Name used by Stanley, Toronto, from 1896 to 1901.

IMPERIAL PIANO & ORGAN CO., England

IMPERIALE, Marco Polo Japan Corp., Harry Stewart, President

INBAL MIGDAL HAEMEK INDUSTRIAL CENTER, P.O.B., Est. 1968, at 462, Haifa Israel.

1969-10001 1972-10135 1975-10320 1980-12151

to end 1973-10199 1976-10488 1981-12781

1971-10099 1974-10240 1977-11000 1982-13351

INDIANA

INDIANAPOLIS

INDIANOLA

INGALLS & CROCKETT ORGANS, Worcester, Mass.

INGRAHAM & CO. ORGAN MAKERS

INGRAM, PIANO CO., 72 Chapeltown Rd. Leeds 7, England.

INNER-PLAYER, Name used exclusively by the Cable Company on player pianos.

INNES, W. J.

INTERNATIONAL, Name used on pianos made by R. S. Howard, in N. Y. City.

INTERNATIONAL, From 1911 to 1928, may have been part of Ennis & Co.

INTERNATIONAL PIANO CO., New York and Chicago; 1900-26686

INTERNATIONAL PIANO MANUFACTURING CO., Located at Fall River, Mass. Started as the Cote Piano Mfg. Co. Made the Cote, and Bradley pianos.

After 1918 made the William J. Ennis upright player and the Hanover piano.

Stopped production in the late 1920s.

INTEROLA, By Ricca & Sons.

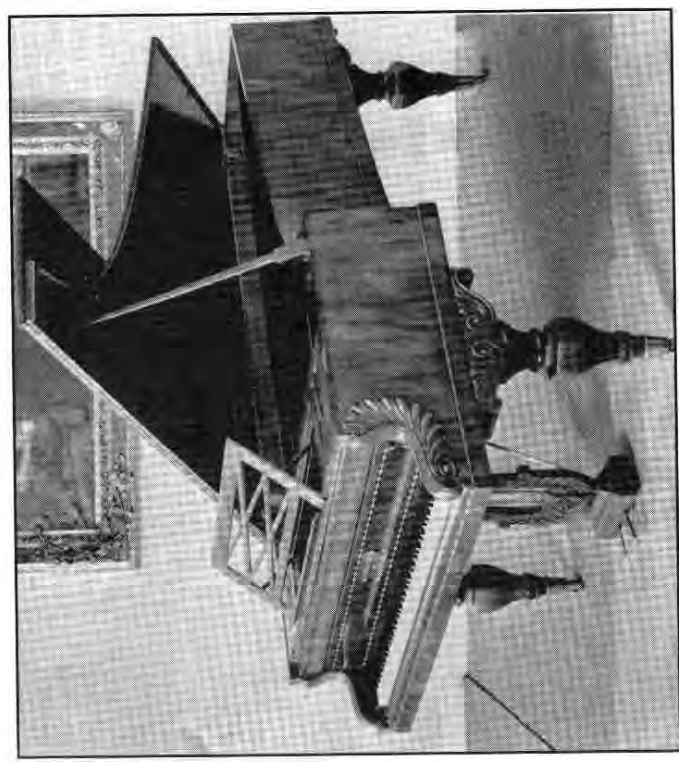
INTERPRETER, Name used by the Packard Piano Co. on grands, uprights, and reproducing pianos. Player pianos with this name were made in the Bond piano factory. See Packard Piano Co.

INTONA, Automatic organ.

INVERTED GRAND, Name of uprights made for Paul G. Mehlh & Sons, of N. Y. See Mehlh & Sons and Winter Piano Co. for serial numbers.

INVISIBLE, Name used on player pianos made by the Milton Piano Co., of N. Y.

IRMLER, ERNEST



Ibach Grand Piano
Made In Germany In 1848

Exhibit 3

ENCYCLOPEDIA OF KEYBOARD INSTRUMENTS
Robert Palmieri, *Series Editor*

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Robert Palmieri, Editor
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2003002696



I

IBACH

The firm of Ibach has long been recognized as one of the most distinguished of German piano manufacturers. It was founded more than two hundred years ago when (Johannes) Adolph Ibach (1766–1848) opened his workshop in Beyenburg (now Barmen), near Düsseldorf, in 1794. Upon taking his elder son Carl Rudolph (1804–1863) as partner in 1834, Adolph revised the name of the firm to Adolph Ibach und Sohn. Carl Rudolph's brothers Richard (1813–1889) and Gustav Adolph also joined the company. After Adolph's death the firm continued under the name of Adolph Ibach Söhne, Orgelbauanstalt und Pianofortefabrik. After Carl Rudolph's death his widow became a partner in the business, with Richard and his nephew, (Peter Adolph) Rudolph (1843–1892), splitting the organ and piano operations. Richard then assumed command of the organ division, while Rudolph, his brothers Gustav Adolph and Walter, together with their mother, directed the piano operations. After Rudolph Ibach's death in 1892, his widow Hulda Reyscher Ibach (1845–1921) successfully managed the company for more than twelve years, until her sons came of age. The Ibach descendants (as Rud. Ibach Sohn) broadened the business, bringing it into prominence as a factory of international repute. During World War II the Ibach factories at Barmen and Düsseldorf were severely damaged in bombing raids, and the headquarters were consequently moved after 1945. Formerly headed by Adolf Ibach (1911–1999), Rudolf Ibach Sohn is located in Schwelm, where the firm specializes in GRAND and UPRIGHT models.

As of 2002 the directors were Rolf (b. 1940) and Christian Ibach. In the 1980s Ibach expanded by purchasing the venerable SCHIEDMAYER piano division (est. in 1809) and the piano firm of Roth and Junius (est. in 1889), known for its affordable instruments for home and school. Both brand names are still in production under the auspices of Rudolf Ibach Sohn. Daewoo of Korea now owns about one-third of the Ibach company.

MARTHA NOVAK CLINKSCALE

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ITALY—PIANO INDUSTRY

The piano industry in Italy achieved only a level of semi-craftsmanship until the unification of the various

Exhibit 4

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Robert Palmieri, *Series Editor*

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of Walter. In a letter to his beloved Madame Genzinger dated 4 July 1790, he wrote:

It is quite true that my friend, Herr Walter, is very celebrated . . . I know Herr von Nikl's fortepiano [made by Anton Walter]: It's excellent, but too heavy for your Grace's hand, and one can't play everything on it with the necessary delicacies. Therefore I should like Your Grace to try one of Herr Schantz, his fortepianos are particularly light in touch and the mechanism very agreeable.

EVA BADURA-SKODA

Bibliography

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SCHIEDMAYER

The Schiedmayer family were distinguished builders of clavichords, harpsichords, and pianos in eighteenth-century Bavaria. Three sons of Balthasar Schiedmayer (1711–1781), a clavichord maker in Erlangen, continued as both clavichord and piano makers. Johann David Schiedmayer (1753–1805) was the most energetic and ultimately the most successful of the progeny and became instrument maker to the court at Ansbach before moving his workshop to Nuremberg in 1797.

The modern branch of the firm was founded in 1809 in Stuttgart as Dieudonné & Schiedmayer by Johann David's son (Johann) Lorenz Schiedmayer (1786–1860), and Carl Dieudonné (ca. 1780?–1825), who met as fellow workmen in Nannette STREICHER's Vienna workshop. Their eclectic output of GRANDS, SQUARES, and pyramids was of the highest quality, and the variety of style unusual for the early years of the nineteenth century.

At Dieudonné's death Schiedmayer changed the name of the factory to reflect his own dominance and that of his family. In 1845 he took as his partners his sons Adolf (1819–1890) and Hermann (1820–1861) and renamed the company Schiedmayer & Söhne.

Eight years later the younger sons of Lorenz, Julius (1822–1878) and Paul (1829–1890), opened J. & P. Schiedmayer, a harmonium factory. This factory produced a wide range of high-quality reed organs, among these being both harmoniums (suction instruments) and, later, the genus American organ (pressure instruments). In addition to quality PLAYER PIANOS, Schiedmayer also produced an exceptional music-roll-playing reed organ, the Scheola, which, through a connection with the Paris business of Mustel, possessed some of the finest-toned reeds in the otherwise American-dominated world of player reed instruments.

At the death of Lorenz Schiedmayer in 1860, J. & P. Schiedmayer changed their business to that of piano building, renaming their firm the "Schiedmayer Piano-fortefabrik vorm. J. und P. Schiedmayer," which ultimately became a vital and predominant force in the German piano industry. In 1969 the two branches merged to create a giant manufacturer of grands and smaller pianos for the home. A Würzburg branch, Müller-Schiedmayer, was founded in 1874 by Erwin Müller (b. 1848), a son of Lorenz Schiedmayer's daughter, Maria Louisa; it continued until 1943.

The Schiedmayer factory on Neckarstrasse Stuttgart was severely bombed during World War II and was finally demolished in 1981. Several of the earliest pianos in the important family collection were also destroyed during the war. Nevertheless, interesting examples of early Schiedmayer pianos do survive, for the most part in the collections of the German National Museum in Nuremberg, the Deutsches Museum in Munich, and the University of Erlangen. Georg Schiedmayer, who was the last of his family to build pianos, changed his focus to building celestes and glockenspiels and in 1980 sold the piano name, models, drawings, tools, and forms to the Rudolf IBACH Sohn firm. Schiedmayer is now a brand name of the Ibach company.

MARTHA NOVAK CLINKSCALE

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**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. and
Sweet 16 Musical Properties, Inc.

Registration Date: November 20, 2007

Respondents.

RESPONDENTS' NOTICE OF FILING DECLARATION OF GLENN TREIBITZ

Respondents hereby provide notice that they have today filed the Declaration of Glenn Treibitz, executed on June 25, 2018, and copies of the exhibits attached thereto.

Copies of the Declaration and Exhibits are also being provided counsel for Petitioner with a copy of this Notice.

Dated: June 25, 2018

Respectfully submitted,

/s/ Adam R. Stephenson

IPTechLaw

8350 E Raintree Dr., Ste 245

Scottsdale, AZ 85260

Tel: 480.264.6075

Fax: 480.718.8336

Email: adam@iptech.law

Attorney for Respondents

CERTIFICATE OF SERVICE

It is hereby certified that one (1) copy of the foregoing RESPONDENTS' NOTICE OF FILING DECLARATION OF GLENN TREIBITZ along with the DECLARATION OF GLENN TREIBITZ and associated Exhibits is being sent via email to Petitioner Schiedmayer Celesta GmbH's attorney of record as follows:

Michael J. Striker
Collard & Roe PC
1077 Northern Blvd.
Roslyn, NY 11576
striker@collardroe.com

Dated: June 25, 2018

_____/s/ Adam Stephenson_____

Exhibit 2

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For years Bob Pierce traveled around the world (several times to the Asia) seeking additional facts now published in the atlas. He recognized that information not sought out and published could be lost forever. His son, Larry Ashley, has continued this pursuit of information. Thousands of letters, phone calls, and e-mails of individuals over the past six decades.

Surprisingly, many major piano manufacturers no longer have production records on pianos of their own manufacture that they have ceased to produce. Factories here and abroad have gone out of business or principals have died with information seemingly lost forever. Earthquakes, fires, floods, tornadoes and wars have destroyed irreplaceable records.

Larry Ashley continues in his father's tradition and would appreciate any additional facts you could contribute. As most readers know, this has always been more a labor of love than a business, even as far back as the First Edition in 1947, when Bob collaborated with N. E. Michel. We look forward to publishing the next edition in 5 or 6 years.

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TO THE UPBUILDING OF HIS PROFESSION."

THEODORE ROOSEVELT

*To The Memory
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Especially My Old Friend
Henry Z. Steinway
1915 - 2008*

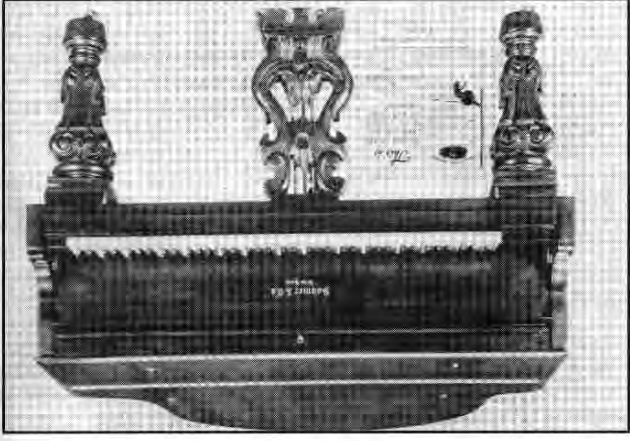
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SCHMIDMAYER PIANO CO., J. & P., Est. 1853 by Julius and Paul Schmidmayer at Neckarstr. 21, Stuttgart, Germany. Later the name was changed to Schmidmayer Pianofortefabrik. In 1969 the company was taken over by George Schmidmayer. The company was named Schmidmayer Pianos GmbH when George Schmidmayer sold this piano line to Rud. Ibach Sohn in 1980. Some pianos have been made under license by various manufacturers including Kombe, in England, and Kawai, in Japan. The company, now named Schmidmayer Piano Co. was taken over by Musikhaus Thomann, Erlangen, Germany, in 2006.

1904-10000	1909-15000	1914 20000	1919-24500	1924-29900
1905-11000	1910-16000	1915-21000	1920-25000	1925-31000
1906-12000	1911-17000	1916-22200	1921-26700	1926-32000
1907-13000	1912-18000	1917-22800	1922-27800	
1908-14000	1913-19000	1918-23400	1923-28800	

SCHERMER *
SCHERRER E. M., Phila. PA. See Scherr
SCHERRER E. M., Phila. PA. 1830, see Scherer.
 1825-3 1830-95 1835-260 1840-410
SCHERPE & Sons, B.
 Scherpe & Sons, Made pianos and player pianos until the name was discontinued in 1925.
 1920-59000 1922-62600 1924-64900 1925-65300
 1921-61000 1923-64100
SCHERPE & SONS, B., Est. 1891, at 2102-4 Clybourn Ave., Chicago, Ill., by Hermann, into partnership and the name changed to Schmidmayer & Soehne, still at Neckarstr. 14-16. Adolf died in 1890 and Hermann in 1891, they were succeeded by Adolf, Jr. Later the name became Schmidmayer & Soehne GmbH Co. KG, with Elianne Schmidmayer as CEO. Elianne Schmidmayer created another firm in 1995 named Schiedmayer Celestaban. See Schmidmayer & Soehne GmbH for additional information. Since early 1984 Schmidmayer & Soehne pianos were being made under license by Kemble, in England.

SCHIEBER ORGAN
SCHIEDMAYER, BALTHASAR, Est. 1735, at Germany. Built his first grand in Erlangen in 1735, moved to Stuttgart 1809, succeeded by his son Johann David SCHIEDMAYER CELESTABA GmbH, Est. 1995, as Schmidmayer Celestaban, by Elianne Schiedmayer, CEO of Schiedmayer & Soehne GmbH & Co. KG. In 2003 the company name was changed to Schiedmayer Celesta GmbH.



*Sohmer & Co., Made By Hugo Sohmer In 1884
 First 5' Grand Piano Made In America (Or Any Country)*

1858-5255	1881-11408	1904-23199	1927-42267	1961-54132
1860-5564	1883-12285	1906-25065	1929-44237	1963-54294
1861-5836	1884-12776	1907-25865	1930-45037	1964-54359
1862-6100	1885-13205	1908-26798	1931-45326	1965-54432
1863-6362	1886-13652	1909-27745	1932-45528	1966-54512
1864-6611	1887-14003	1910-28611	1933-45712	1967-54600
1866-6879	1888-14382	1911-29595	1934-45806	1968-54701
1866-7103	1889-14757	1912-30665	1935-46017	1969-54798
1867-7309	1890-15157	1913-31816	**	1970-124593
1868-7527	1891-15518	1914-32936	1938-47200	1971-124867
1869-7770	1892-15864	1915-33486	**	1972-125164
1870-8044	1893-16235	1916-33706	1950-53018	1973-125458
1871-8304	1894-16624	1917-34461	1951-53038	1974-125738
1872-8591	1895-17024	1918-34479	1952-53105	1975-125948
1873-8903	1896-17466	1919-34737	1953-53183	1976 126124
1874-9227	1897-17942	1920-35321	1954-53243	1977-126284
1875-9555	1898-18561	1921-35932	1955-53339	1978-126426
1876-9860	1899-19261	1922-36785	1956-53681	1979-126543
1877-10138	1900-20011	1923-37625	1957-53768	1980-126641
1878-10455	1901-20778	1924-38783	1958-53848	** = Documents
1879-10763	1902-21563	1925-40130	1959-53935	1960-54038
1880-11068	1903-22356	1926-41572		Years

HEINMANN & MADSEN, Berlin, Germany 1870.
HEINMAYER, B. or SCHEINMAYER

PORTABLE PIANO, Los Angeles, Calif.
HILLER, F., Berlin, Germany.

Exhibits 5-8

Exhibit 5

Pianos - U.K. International X

Secure | https://web.archive.org/web/20100609212028/http://www.thomann.de:80/gb/cat_GF_pianos_PG_2.html

INTERNET ARCHIVE
WaybackMachine

12 captures
22 Jul 2009 - 23 Mar 2015

Go MAY JUN JAN
2009 09 2010 2012

http://www.thomann.de:80/gb/cat_GF_pianos_PG_2.html

principles, the B1 redefines the word value. The B1 offers the joy of Yamaha ownership at a price that will astonish and delight. 88 keys, 3 pedals. Dimensions: 109 x 148 x 54cm. Weight: 174kg. Finish: Polished White

info > EUR GBP

WILH. STEINBERG IQ 28 SCHWARZ POLIERT
WILH. STEINBERG piano IQ 28, Renner action, Renner hammers, 3 pedals, made in Germany, colour: black polished, height: 129 cm, width: 145,5 cm, depth: 64,8 cm, weight: 250 kg, 5 years warranty

info > EUR GBP

SCHIEDMAYER CLASSIC 118 E/P MIDI
SCHIEDMAYER CLASSIC 118 black polished with Silence-System, classical acoustic piano, equipped with high quality attributes like: : german Abel-Hammers, german Renner-action, solid spruce soundboard, Oktaven: 7 1/4, Height: 118 cm, Width: 148 cm, Depth: 60cm, weight: 260 kg of, 5 years THOMANN...

info > EUR GBP

Exhibit 6

Internet Archive Wayback Machine
61 captures
18 Aug 2008 - 23 Sep 2017

Secure | https://web.archive.org/web/20090312115718/http://www.thomann.de:80/gb/pianos.html

Go DEC 2008 **MAR 12 2009** MAY 2010

BALDWIN BH-120 HPE
BALDWIN BH-120 HPE piano, including piano bench, Dimensions: 120 x 151 x 64cm (HxWxD). Weight: 237 kg. Includes 5 year Thomann warranty. Colour: Black (polished finish).
info > EUR GBP

SCHIEDMAYER CLASSIC 118 E/P
Schiedmayer Classic 118 E/P, 7 1/4 octave classical acoustic piano with German abel hammers, renner action and solid spruce soundboard. Dimensions: 118 x 148 x 60cm (HxWxD). Weight: 260kg. Includes 5 year Thomann warranty. Colour: Black (polished finish).
info > EUR GBP

YAMAHA RADIUS "SILVER EDITION"
Yamaha Radius, black polish, "silver edition" Designed at the Yamaha Design Studio in London Unique contemporary casework design crafted by hand. Premium-grade Bavarian Spruce soundboard for a strong, consistent tone. Five back posts ensure optimum sound projection. V process frame for..
info > EUR GBP

Exhibit 7

The screenshot shows a web browser window with two tabs titled "Pianos - U.K. Internationa...". The address bar displays the URL: https://web.archive.org/web/20090722025008/http://www.thomann.de:80/gb/cat_GF_pianos_PG_2.html. The Wayback Machine interface is visible, showing the date 22 Jul 2009 - 23 Mar 2015 and 12 captures. The main content area is titled "Pianos" and contains the following elements:

- Search in Categories:** A dropdown menu set to "all categories".
- Search for manufacturer:** A dropdown menu set to "all manufacturers".
- more search options:** Checkboxes for "in stock items only" and "Hot Deals only".
- advanced search** link.
- Pianos finder** sidebar with filters for Manufacturer, Price range, Silent Function, Colour/Finish, and Height/Type.
- Product List:**
 - IRMLER P 116 E PROFESSIONAL:** Upright-piano, cherry satin. Description: "the star among the Irmpler instruments with their excellent value for money. A warm sound, a balanced touch, and prime quality materials make for a perfect play, height: 116 cm, width: 148 cm, depth: 56 cm". Price: EUR, GBP. Includes an "info >" link.
 - SCHIEDMAYER CLASSIC 118 E/P:** 7 1/4 octave classical acoustic piano with German abel hammers, renner action and solid spruce soundboard. Dimensions: 118 x 148 x 60cm (HxWxD). Weight: 260kg. Includes 5 year Thomann warranty. Colour: Black (polished finish). Price: EUR, GBP. Includes an "info >" link.
- Your Contact Persons:** Piano Gallery, klaviere@thomann.de, Phone: +49-9546-9223-34, FAX: +49-9546-6774.
- New in our Hot Deals Hall of Fame:** Yamaha PSR-E213, More than 2000 units sold (Date: 06/2009).
- Right RSS-Feeds:** Links to subscribe for news in Pianos and regarding price reductions in Pianos.

Exhibit 8

INTERNET ARCHIVE
WayBackMachine

22 Jul 2009 - 1 Apr 2015

5 captures

Go JUN JUL MAY
2008 22 2009 2014

GBP

 **SEILER 122 KONSOLE BUCHE SATINIERT**
SEILER 122 Console Piano, beech satin
info > EUR GBP  

 **SCHIEDMAYER CLASSIC 118 E/P MIDI**
SCHIEDMAYER CLASSIC 118 black polished with Silence-System, classical acoustic piano, equipped with high quality attributes like: german Abel-Hammers, german Renner-action, solid spruce soundboard, Oktaven: 7 1/4, Height: 118 cm, Width: 148 cm, Depth: 60cm, weight: 260 kg of, 5 years THOMANN...
info > EUR GBP  

more brands:

Your Feedback
Help us to adapt our website to suit your needs!
How do you rate this page?
 very helpful

Exhibits 9-11

Exhibit 9

SCHIEDMAYER – IBACH – KAWAI – THOMANN

Stellungnahme von Elianne Schiedmayer
Geschäftsführende Gesellschafterin / Eigentümerin von

Schiedmayer & Soehne GmbH & Co. KG
Schiedmayer Pianofortefabrik Stuttgart
Schiedmayer Celesta GmbH
(alle diese Firmen sind in Stuttgart eingetragen)

Die Familie Schiedmayer ist seit fast 300 Jahren in der Herstellung von Tasteninstrumenten tätig. Schiedmayer wurde im Jahre 1735 in Erlangen von Balthasar Schiedmayer gegründet und ist seit 1809 in Stuttgart ansässig.

Hiermit erkläre ich, dass mein Ehemann, Georg Schiedmayer (1931-1992) das Familienunternehmen SCHIEDMAYER niemals an die Firma Rud. Ibach & Sohn verkauft hat. Ich möchte klarstellen, dass Rud. Ibach & Sohn weder die Schiedmayer & Soehne GmbH & Co. KG noch die Schiedmayer Pianofortefabrik Stuttgart übernommen hat. Die Stammfirma Schiedmayer war stets im Familienbesitz. Ich erbe die Pianofortefabrik Schiedmayer Stuttgart und die Schiedmayer & Soehne GmbH & Co. KG 1992 von meinem Mann, Georg Schiedmayer. Aufgrund der geschäftlichen Inaktivität der Schiedmayer Pianofortefabrik Stuttgart empfahlen mir im Jahre 2008 das Amtsgericht Stuttgart, als auch meine Rechtsberater diese Firma im Handelsregister zu löschen. Die Schiedmayer & Soehne GmbH & Co. KG existiert weiterhin.

Rud. Ibach & Sohn, Schwelm

Am 20.06.1980 begann ein Gemeinschaftsprojekt zwischen Georg Schiedmayer (privat) und Rud. Ibach & Sohn hinsichtlich der Herstellung von Schiedmayer Instrumenten bei Ibach in Schwelm. Keine der Schiedmayer-Firmen war in diesem Projekt mit eingebunden. Von Anfang an gab es Unstimmigkeiten, sodass Georg Schiedmayer nach kurzer Zeit seine Zusammenarbeit mit Ibach an diesem Projekt beendete. 1990 entstand die Schiedmayer Piano GmbH.

Die Schiedmayer Pianofortefabrik Stuttgart und die Schiedmayer & Soehne GmbH & Co. KG standen nie in Geschäftsbeziehung zu der Schiedmayer Pianos GmbH, Schwelm.

Es wurde niemals ein Eigentumsrecht an Rud. Ibach & Sohn oder Rud. Ibach GmbH übertragen. Rud. Ibach & Sohn haben zu keiner Zeit die Rechte bzw. die Lizenz zur Produktion von Instrumenten unter dem Namen Schiedmayer, oder die Autorisierung von Georg Schiedmayer zur Handels-Registereintragung der Schiedmayer-Marke (Logo) in den USA, oder anderswo, erhalten.

Die Firma Schiedmayer Pianos GmbH hat im Jahre 2003 Konkurs angemeldet. Der Name Schiedmayer Pianos GmbH wurde im selben Jahr in Pianocenter Wuppertal GmbH geändert. Diese Firma meldete im Jahre 2006 Insolvenz an.

KAWAI

In den 1990er Jahren startete Ibach eine Kooperation mit KAWAI, begann Klaviere unter dem Label Schiedmayer Pianofortefabrik GmbH anzubieten und nutzte ein falsches 'Schiedmayer S' Logo (siehe unten). Gemäß Statement des Amtsgerichts Stuttgart hat die Firma Schiedmayer Pianofortefabrik GmbH, 7000 Stuttgart, Schillerplatz 4, niemals existiert bzw. wurde nie eingetragen.

Musikhaus Thomann e.K.

Thomann hat nie die Schiedmayer-Marke oder die Schiedmayer Pianos GmbH übernommen, jedoch 2006 die restliche Ware aus der Konkursmasse des Pianocenter Wuppertal GmbH, welche das falsche 'Schiedmayer S' Logo (siehe unten) nutzte.

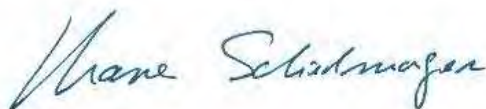
Konsequenterweise wurde im Jahre 2014 das Musikhaus Thomann e. K. dazu verurteilt (Anerkenntnisurteil) die falsche Marke 'Schiedmayer S' zu löschen. Die Löschung aus dem Register durch das Deutsche Patent- und Markenamt erfolgte am 20. August 2014. Diese 'Schiedmayer S' Marke(deutsche Wort/Bildmarke) No. 1042684 war fälschlicherweise im Jahre 1980 durch die Firma Pianocenter Wuppertal GmbH angemeldet und am 3. Januar 1983 registriert worden.

Diese Stellungnahme richtet sich an alle zuständigen Personen und insbesondere an alle Autoren/Herausgeber in deren Publikationen falsche / nicht geprüfte Informationen über uns im Internet oder in Artikeln/Büchern zu finden sind.

Hiermit fordere ich die Autoren / Herausgeber auf, die erforderlichen Korrekturen sofort online und in den nächsten Ausgaben / Publikationen vorzunehmen.

Einige von diesen Artikeln/Büchern mit falschem Inhalt über Schiedmayer – Ibach – Kawai – Thomann:

- *Atlas der Pianonummern*, Edition Bochinsky
- *Pierce Piano Atlas Editions*, Larry E. Ashley
- *Encyclopedia of Keyboard Instruments*, Robert Palmieri 2003
- *The Fortepiano Writing of Streicher, Dieudonné and the Schiedmayer*, Mellen Press 2008
- *The World Piano Bible, Das Klavier Lexikon*, Jens-Uwe Witter 2017



Elianne Schiedmayer

Wendlingen/Stuttgart, 23. November 2017



Das richtige 'Schiedmayer S' Logo



Das falsche 'Schiedmayer S' Logo



73240 Wendlingen am Neckar (Stuttgart)
Schäferhauser Str. 10/2
Tel. ++49 – (0)7024 – 5 01 98 40
mail@schiedmayer-germany.com
mail@schiedmayer-stiftung.de



Exhibit 10

SCHIEDMAYER - IBACH - KAWAI - THOMANN

Statement by Elianne Schiedmayer
Managing Partner / Owner of
Schiedmayer & Soehne GmbH & Co. KG
Schiedmayer Pianofortefabrik Stuttgart
Schiedmayer Celesta GmbH
(all these companies are registered in Stuttgart)

The Schiedmayer family has been producing keyboard instruments for almost 300 years. Schiedmayer was founded in 1735 in Erlangen by Balthasar Schiedmayer and has been based in Stuttgart since 1809.

I hereby declare that my husband, Georg Schiedmayer (1931-1992) never sold the family business SCHIEDMAYER to the company Rud. Ibach & Sohn.

I want to clarify that Rud. Ibach & Sohn took over neither the Schiedmayer & Soehne GmbH & Co. KG nor the Schiedmayer Pianofortefabrik Stuttgart. The parent company Schiedmayer was always family-owned. I inherited the Pianofortefabrik Schiedmayer Stuttgart and the Schiedmayer & Soehne GmbH & Co. KG in 1992 from my husband, Georg Schiedmayer. Due to the business inactivity of the Schiedmayer Pianofortefabrik Stuttgart, the Stuttgart district court as well my legal advisors recommended to me in 2008 that I remove this company from the commercial register. Schiedmayer & Soehne GmbH & Co. KG still exists.

Rud. Ibach & Son, Schwelm

On 06/20/1980 a joint venture between Georg Schiedmayer (private) and Rud. Ibach & Sohn began regarding the production of Schiedmayer instruments at Ibach in Schwelm. None of the Schiedmayer companies were involved in this project. From the beginning there were disagreements, so much so that Georg Schiedmayer ended his collaboration with Ibach on this project after a short time. In 1990, Schiedmayer Piano GmbH was founded.

Schiedmayer Pianofortefabrik Stuttgart and Schiedmayer & Soehne GmbH & Co. KG were never in a business relationship with Schiedmayer Pianos GmbH, Schwelm.

No title was ever conveyed to Rud. Ibach & Son or Rud. Ibach GmbH. Rud. Ibach & Sohn have at no time obtained the rights or a license to produce instruments under the name Schiedmayer, or the authorization of Georg Schiedmayer for the commercial registration of the Schiedmayer trademark (logo) in the US, or elsewhere.

The company Schiedmayer Pianos GmbH filed for bankruptcy in 2003. The name Schiedmayer Pianos GmbH was changed in the same year to Pianocenter Wuppertal GmbH. This company filed for bankruptcy in 2006.

Kawai

In the 1990s, Ibach started a cooperation with KAWAI and began advertising pianos under the label Schiedmayer Pianofortefabrik GmbH and used a false 'Schiedmayer S' logo (see below). According to a statement from the Stuttgart district court, the company Schiedmayer Pianofortefabrik GmbH, 7000 Stuttgart, Schillerplatz 4, never existed or was never registered.

Musikhaus Thomann e.K.

Thomann has never taken over the Schiedmayer trademarks or the Schiedmayer Pianos GmbH; however, in 2006 it utilized the remaining goods from the bankruptcy estate of the Pianocenter Wuppertal GmbH, including the false 'Schiedmayer S' Logo (see below).

Consequently, the Musikhaus Thomann e.K. was ordered (consent decree) to remove the fake trademark 'Schiedmayer S'. The removal from the Register by the German Patent and Trade Mark Office took place on August 20, 2014. This 'Schiedmayer S' Mark (German word/picture mark) no. 1042684 was erroneously registered in 1980 by the company Pianocenter Wuppertal GmbH and registered on January 3, 1983.

This statement is addressed to all responsible persons, particularly to all authors / publishers in whose publications false / unverified information about us on the Internet or in articles / books can be found.

I hereby urge the authors / publishers to make the necessary corrections immediately online and in the next issues / publications.

Some of these articles / books with incorrect content about Schiedmayer - Ibach - Kawai - Thomann:

- *Atlas der Pianonummern*, Edition Bochinsky
- *Pierce Piano Atlas Editions*, Larry E. Ashley
- *Encyclopedia of Keyboard Instruments*, Robert Palmieri 2003
- *The Fortepiano Writing of Streicher, Dieudonné and the Schiedmayer*, Mellen Press 2008
- *The World Piano Bible, Das Klavier Lexicon*, Jens-Uwe Witter 2017

Elianne Schiedmayer

Wendlingen / Stuttgart, November 23, 2017



The real 'Schiedmayer S' logo



The fake 'Schiedmayer S' logo

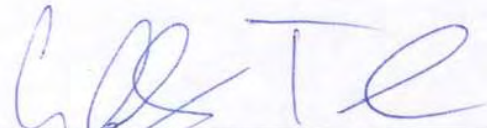
73240 Wendlingen am Neckar (Stuttgart)
Schäferhauser Str. 10/2
Tel. ++ 49 - (0) 7024 - 5 01 98 40
mail@schiedmayer-germany.com
mail@schiedmayer-stiftung.de

Exhibit 11

DECLARATION

The undersigned, Geoffrey Townsend, having an address of 8036 E Boojum St., Tucson, AZ 85730, hereby states that he is well acquainted with both the English and German languages and that the attached is a true translation to the best of his knowledge and ability of "Stellungnahme von Elianne Schiedmayer."

The undersigned further declares that the above statement is true; and further, that this statement was made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or document or any patent resulting therefrom.



Geoffrey Townsend

Exhibit 12

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ESTTA Tracking number: **ESTTA940691**

Filing date: **12/12/2018**

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

Proceeding	92061215
Party	Plaintiff Schiedmayer Celesta GMBH
Correspondence Address	MICHAEL J STRIKER COLLARD & ROE PC 1077 NORTHERN BLVD ROSLYN, NY 11576 UNITED STATES striker@collardroe.com, sbellus@collardroe.com 516-365-9802
Submission	Brief on Merits for Plaintiff
Filer's Name	MICHAEL J. STRIKER
Filer's email	striker@collardroe.com
Signature	/Michael J. Striker/
Date	12/12/2018
Attachments	Schiedmayer Brief.pdf(1227725 bytes) FINAL BRIEF EXHIBIT A.pdf(1892088 bytes) FINAL BRIEF EXHIBIT B.pdf(1314791 bytes)

UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL & APPEAL BOARD

Schiedmayer Celesta GmbH,)
)
 Petitioner,)
)
 -against-)
)
 Piano Factory Group, Inc. and)
 Sweet 16 Musical Properties, Inc.)
)
 Registrants.)
 _____)

Cancellation No. 92/061,215
Reg. No.: 3,340,759
Mark: SCHIEDMAYER

PETITIONER'S BRIEF IN SUPPORT OF PETITION TO CANCEL

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PLAINTIFF'S FINAL BRIEF

Pursuant to Trademark Rule 2.128(a) and TBMP § 801.02(a), Plaintiff, Schiedmayer Celesta GmbH (Schiedmayer Celesta), hereby submits this Brief in support of the Petition to Cancel United States Trademark Registration No. 3,340,759, which issued originally to Piano Factory Group for pianos, namely, upright pianos, grand pianos and digital pianos.

The subject registration is currently owned by Sweet 16 Musical Properties, Inc. which does business as Hollywood Piano.

Sweet 16 Musical Properties, Inc. is the assignee of Piano Factory Group and accordingly, both parties are listed as Defendants. Since Sweet 16 Musical Properties, Inc., the current owner, does business as Hollywood Piano, the Defendants herein shall be cumulatively referred to as "Hollywood Piano."

INTRODUCTION

This is a Petition to Cancel U.S. Trademark Registration No. 3,340,759 for the mark SCHIEDMAYER and registered on November 20, 2007.

The subject Petition for Cancellation was filed on April 1, 2015 after the Petitioner, Schiedmayer Celesta, first learned of the existence of the subject registration in the context of filing for its own trademark applications for its name Schiedmayer for musical keyboard instruments.

Plaintiff had filed two trademark applications for the mark SCHIEDMAYER, Application Nos. 79/166,455 and 86/600,864 for musical instruments and musical keyboard instruments, including celestas. Each of the subject applications were rejected based upon the registration sought to be cancelled herein and each of the applications is currently suspended pending the outcome of this Petition for Cancellation.

THE PLEADINGS

The basis of this Petition for Cancellation is violation of § 2(a) of the Lanham Act, False Association, and also Abandonment of the subject trademark, for failure to engage in bona fide use.

Plaintiff's pleading may be found at 34TTABVUE, dated January 3, 2017. This is Plaintiff's Amended Petition for Cancellation. The Answer was filed at 35TTABVUE.

STANDING

Plaintiff has set forth allegations which have a reasonable basis in fact, and which, if proven, would establish that it has a personal interest in the outcome of this proceedings beyond that of the general public. See *Ritchie v. Simpson*, 50 USPQ2d at 1025-26. Thus, Plaintiff has sufficiently pleaded its standing to bring this proceeding. See *Association Pour la Defense et la Promotion de L'Oeuvre de Marc Chagall dite Comite Marc Chagall v. Bondarchuk*, 82 USPQ2d 1838, 1841 (TTAB 2007); *Order of Sons of Italy in America v. Profumi Fratelli Nostra AG*, 36 USPQ2d 1221, 1223; (TTAB 1995). Moreover, Plaintiff has sufficiently set forth the elements of a section 2(a) claim, and thus has pleaded that Defendants obtained their registration contrary to a statutory bar to registration. In particular, Plaintiff specifically pleaded that it is the actual institution with which consumers will presume a false suggestion of a connection when confronted with Defendants' identical Schiedmayer mark, and which is implicated by that false suggestion. See *Aruba v. Excelsior Inc.*, 5 USPQ2d 1685 (TTAB 1987). Plaintiff also properly pleaded abandonment in that Defendants did not engage in 'use in commerce' which by definition requires that any such use be 'bona fide'.

PRIORITY

Priority clearly resides with the Plaintiff. Exhibit F to the Elianne Schiedmayer Declaration, 38TTABVUE clearly shows numerous invoices dating back into the 1960s and 1970s, long prior to any use by Defendants.

Indeed, Plaintiff is the inheritor of Schiedmayeyer trademark usage dating back hundreds of years.

Plaintiff's priority is not an issue in this proceeding.

THE PLAINTIFF

Plaintiff, Schiedmayer Celesta GmbH, is a German company owned and operated by Elianne Schiedmayer. The business of Schiedmayer Celesta is the manufacture and sale throughout the world, including with particularity the United States, of the celesta/piano instrument. A celesta is a type of piano, differing only in that in a celesta the felt hammer activated by depressing a key on the keyboard strikes a plate rather than a wire thereby rendering a softer, more muted tone. In all other respects, a celesta is de facto a piano and for this reason there is an identity with regard to the goods involved in this proceeding.

Schiedmayer Celesta is the current manufacturer of musical keyboard instruments dating back continuously for a period of almost 300 years. Schiedmayer is believed to be the oldest family owned continuous manufacturer of keyboard musical instruments in the world, having been manufactured and owned by representatives of the Schiedmayer family continuously since 1735.

For a clear and concise summary of the business and background of Plaintiff Schiedmayer Celesta, the reader is respectfully referred to the testimony in chief Declaration of Elianne Schiedmayer, 38TTABVUE, and the exhibits appended

thereto. A reading of the Elianne Schiedmayer Declaration will afford an excellent understanding of the background of the Plaintiff in the subject Petition for Cancellation.

It is noted that all of the contents from the Declaration of Elianne Schiedmayer are based upon her own personal knowledge. Reference is also made to 39TTABVUE, 40TTABVUE and 41 TTABVUE, representing exhibits to the Elianne Schiedmayer Declaration, as well as Plaintiff's Notice of Reliance and the Declaration of Olga Fuchs.

From a reading of the above referred to testimony of Plaintiff, it will be seen that Plaintiff herein enjoys a continuum of sales of musical keyboard instruments dating back almost 300 years. It will also be seen that the Schiedmayer piano and Schiedmayer keyboard instruments have always been held in the highest regard, having won 36 Worlds Fair medals throughout the world, including several in the United States, 38TTABVUE7.

Even the Defendants have acknowledged the excellence and reputation of Plaintiff Schiedmayer's history. See for instance Exhibit 4 to Defendants' Declaration Testimony of June 25, 2018, 66TTABVUE, which represents an extract from the book "Piano Encyclopedia," and which states the following:

"The Schiedmayer family were distinguished builders of clavichords, harpsicords and pianos in 18th Century Bavaria.

The modern branch of the firm was founded in 1809 in Stuttgart...Their eclectic output of grands, squares and pyramids was of the highest quality and variety of style unusual of the early years of the 19th century.

Georg Schiedmayer [the deceased husband of Elianne Schiedmayer, the owner of the Plaintiff] was the last in his family to build pianos, changed his focus to building celestas...”

THE DEFENDANTS

The Defendants herein, Piano Factory Group and Sweet 16 Musical Properties, Inc., are cumulatively referred to by the dba of Sweet 16 Musical Properties, Inc., namely “Hollywood Piano.” Hollywood Piano is a small piano store located next to a highway in Burbank, California. The operator of Hollywood Piano is Glenn Treibitz, whose Declaration, 66TTABVUE, forms the Defendants’ testimony. See also the Cross examination of Treibitz 70TTABVUE.

Hollywood Piano sells pianos of different brands, new and used, and also rents pianos.

PLAINTIFF’S EVIDENCE

Plaintiff’s evidence in support of its Petition for Cancellation is as follows:

1. Testimony Declaration of Elianne Schiedmayer
and the exhibits appended thereto, 38TTABVUE.
2. Notice of Reliance and exhibits appended
thereto, 39TTABVUE.
3. Declaration of Olga Fuchs, 40TTABVUE.
4. Testimony Declaration of Helga Kasimoff, 41TTABVUE.
5. Discovery Deposition of Glenn Treibitz, 42TTABVUE.

6. Petitioner's Notice of Reliance, 37TTABVUE and
71TTABVUE.
7. Notice of Reliance, 72TTABVUE.
8. Cross Examination of Treibitz 70TTABVUE
9. Testimony Rebuttal Declaration of Elianne Schiedmayer,
73TTABVUE.
10. Rebuttal Declaration of Michael Floymayr, 74TTABVUE.

DEFENDANT'S EVIDENCE

Defendant's evidence in connection with this Petition is as follows:

1. Defendant's Notice of Reliance, 65TTABVUE.
2. Defendant's Testimony Declaration of Glenn Treibitz and Russell Kassman, 66TTABVUE.

STATEMENT OF THE ISSUES

The issues before this Board are whether Defendants' Federal Trademark Registration No. 3,340,759 should be cancelled based upon either one of the following:

1. False suggestion of a connection between the Defendants' goods and Plaintiff, by Defendants' misappropriation of Petitioner's name, persona and mark, SCHIEDMAYER, pursuant to 15 USC § 1052(a);
2. Defendants' abandonment of any usage of the mark SCHIEDMAYER because any use of the mark SCHIEDMAYER by Defendants represents a palming off of Plaintiff's goods and therefore does not constitute bona fide use of the trademark pursuant to TMEP Sec. 901.02, Sec. 45 of the Act.

Plaintiff has asserted the claims of Sec. 2 (a) and Abandonment in its Amended Petition for Cancellation appearing at 34TTABVUE of January 3, 2017. It is noted that Count III of the Amended Petition for Cancellation has been withdrawn.

FACTS

As disclosed in Defendants' Declaration Testimony of Glenn Treibitz, 66TTABVUE, there came a time when Glenn Treibitz, the operator of Hollywood Piano, (Treibitz) decided to appropriate the names of German piano manufacturers which he believed were no longer engaged in the business of manufacturing pianos 42TTABVUE34. According to the Treibitz Declaration, Treibitz intended to utilize the names of such piano manufacturers for his own profit by purchasing what are referred to as cheap "no-name" pianos having no brand name typically manufactured in Indonesia and China, and he would then apply thereon the name of a German piano manufacturer and sell the piano accordingly, at a sharply higher price which a German Piano commanded.

Put another way, Treibitz simply decided to palm off cheap, no name pianos by applying thereon the name of a respected German manufacturer of pianos and selling it as a German piano.

To this end, Treibitz filed four trademark applications for the names of companies which he believed were defunct German manufacturers of pianos. They are as follows:

Bernard Shoninger,	Registration No. 3,340,761
Kurtzmann,	Registration No. 3,340,760
Vose & Sons,	Application No. 78/157,550 (did not register)
SCHIEDMAYER,	Registration No. 3,340,759 (sought to be cancelled herein)

Treibitz took the names from a book of piano decals 42TTABVUE54. Accordingly, he knew perfectly well when he took these names that these were the names of German piano manufacturers whom he believed were no longer in business. Such decal books sell piano decals typically to be used when old pianos are being renovated and new decals for trademarks are needed in this connection.

DEFENDANTS' SCHIEDMAYER TRADEMARK APPLICATION PROSECUTION

Treibitz proceeded with the filing of a trademark application for the mark SCHIEDMAYER based upon intent to use.

In the course of prosecution, Trademark Attorney Darlene D. Johnson of law office 111, refused registration to the Defendants based upon Trademark Act § 2(a) 15 USC 1052(a), TMEP § 1203.03 because the Applicant's mark SCHIEDMAYER suggests a false connection with the pianos previously and currently manufactured under the trademark SCHIEDMAYER. A copy of the Office Action in its entirety follows herewith:

To: Piano Factory Group (jalumit@tmlawoffices.com)
Subject: TRADEMARK APPLICATION NO. 78157552 - SCHIEDMAYER - N/A
Sent: 9/12/03 5:00:15 PM
Sent As: ECom111
Attachments: [Attachment - 1](#)

UNITED STATES PATENT AND TRADEMARK OFFICE

SERIAL NO: 78/157552

APPLICANT: Piano Factory Group

CORRESPONDENT ADDRESS:
JOHN ALUMIT
LAW OFFICES OF ALEX D. PATEL
20121 VENTURA BLVD., SUITE 302
WOODLAND HILLS CA 91364

RETURN ADDRESS:
Commissioner for Trademarks
2900 Crystal Drive
Arlington, VA 22202-3514
ecom111@uspto.gov

MARK: SCHIEDMAYER

CORRESPONDENT'S REFERENCE/DOCKET NO : N/A

CORRESPONDENT EMAIL ADDRESS:
jalumit@tmlawoffices.com

Please provide in all correspondence:

1. Filing date, serial number, mark and applicant's name.
2. Date of this Office Action.
3. Examining Attorney's name and Law Office number.
4. Your telephone number and e-mail address.

OFFICE ACTION

TO AVOID ABANDONMENT, WE MUST RECEIVE A PROPER RESPONSE TO THIS OFFICE ACTION WITHIN 6 MONTHS OF OUR MAILING OR E-MAILING DATE.

Serial Number 78/157552

This letter responds to the applicant's communication filed on June 25, 2003.

The amendment to the identification of goods is noted and made of record.

The examining attorney refuses registration because the mark consists of or comprises matter, which may falsely suggest a connection with SCHIEDMAYER. Trademark Act Section 2(a), 15 U.S.C. §1052(a); TMEP §§1203.03, 1203.03(e) and 1203.03(f). *See generally University of Notre Dame du Lac v. J.C. Gourmet Food Imports Co.*, 703 F.2d 1372, 217 USPQ 505 (Fed. Cir. 1983); *University of Alabama v. BAMA's Werk Curt Baumann*, 231 USPQ 408 (TTAB 1986); *In re Cotter & Co.*, 228 USPQ 202 (TTAB 1985); *Buffett v. Chi's, Inc.*, 226 USPQ 428 (TTAB 1985). Mr. Schiedmayer was a famous maker of pianos. Additionally pianos are currently being made under the method previously used by Schiedmayer and carry his name and the SCHIEDMAYER trademark; as such the applicant's mark suggests a false connection with the pianos previously and currently manufactured under the trademark SCHIEDMAYER.

Although the examining attorney has refused registration, the applicant may respond to the refusal to register by submitting evidence and arguments in support of registration.

/Darlene D. Johnson/
Examining Attorney
Law Office 111
(703)308-9111 ext 145

How to respond to this Office Action:

To respond formally using the Office's Trademark Electronic Application System (TEAS), visit <http://www.uspto.gov/teas/index.html> and follow the instructions.

To respond formally via E-mail, visit <http://www.uspto.gov/web/trademarks/tmelecresp.htm> and follow the instructions.

To respond formally via regular mail, your response should be sent to the mailing Return Address listed above and include the serial number, law office and examining attorney's name on the upper right corner of each page of your response.

To check the status of your application at any time, visit the Office's Trademark Applications and Registrations Retrieval (TARR) system at <http://tarr.uspto.gov/>

For general and other useful information about trademarks, you are encouraged to visit the Office's web site at <http://www.uspto.gov/main/trademarks.htm>

FOR INQUIRIES OR QUESTIONS ABOUT THIS OFFICE ACTION, PLEASE CONTACT THE ASSIGNED EXAMINING ATTORNEY.



Schiedmayer

upright pianos and grands since 1809

Short history of Schiedmayer piano company

Founded in 1809 by Johann Lorenz Schiedmayer (1786-1866) using the brand mark

SCHIEDMAYER & SÖHNE

Besides: Always his father Johann David Schiedmayer was producer of music instruments in Erlangen (b. 1753 zu Erlangen, changed in 1797 to Nürnberg, d. in Nürnberg 3/20/1805).

Two sons of Johann Lorenz Schiedmayer, Adolf (d. 10/16/1890 in Stuttgart) and Hermann, followed their father in managing the company.

They had two brothers too, Julius (b. 2/17/1822 in Stuttgart, d. Februar 1878) and Paul (b. 1829, d. 6/18/1890 in Kissingen), who founded a harmonium factory in 1853 under their own brand mark »Julius & Paul Schiedmayers, which later changed to a great piano factory.

Georg Schiedmayer was the last of his family, who built upright and grand pianos in this 1809 established firm. His interest changed and he started building "celeste" and "Jockenspiel" and in 1909 he sold the traditional piano company

SCHIEDMAYER (est. 1809)

to his friend Mr. IBACH.

IBACH and Schiedmayer

IBACH bought the name as well as the models, drawings, tools, forms and installations. This means: even today Schiedmayer pianos are made continuously in the tradition of the 1809 established company.

Schiedmayer pianos had always been instruments of a higher product category.
SCHIEDMAYER est. 1809 (TM) is a brand mark of IBACH.

Books:

A. Eisenmann Vorgeschichte, Gründung und fernere Entwicklung der Firma Schiedmayer und Söhne, Stuttgart 1909
M. Rupprecht: Die Klavierbauerfamilie Schiedmayer, Dissertation Erlangen 1954

Special offers

Upright Piano E 118

black or white, polished
mahogany, polished



Schiedmayer E-118 mahogany polished

Upright Piano E 121

black, polished
mahogany, polished

Grand piano 183 - J

black, polished

Ask for our current price list !

EMAIL
address:

RUD. IBACH SOHN - WILHELMSTRASSE 43 - D 58332 SCHWELM
Telefon: 0049-2336-9393-0 Telefax: 0049-02336-939393
Produktion - Grosshandel - Einzelhandel

In response, Treibitz did not argue that the rejection based upon § 2(a) of the Lanham Act was improper. Rather, on behalf of the Defendants, he falsely stated that the mark SCHIEDMAYER had become abandoned and that therefore § 2(a) of the Act would not apply.

Had the Defendants not made this false assertion, a registration would never have issued.

PALMING OFF OF THE SCHIEDMAYER TRADEMARK BY DEFENDANTS

Palming off of the Schiedmayer name by Hollywood Piano is relevant to the issue of false association, because it represents a clear indication of intent to

misappropriate the name of another company. Such 'intent' is a powerful element in support of False Association.

It is also relevant to the issue of abandonment because palming off of the Schiedmayer name does not constitute bona fide use of the trademark, and in the absence of bona fide use of the trademark by Defendants, the trademark must be considered as abandoned. A Registrant cannot avoid a claim of Abandonment by palming off Plaintiff's mark.

Upon finally receiving a trademark registration for the mark SCHIEDMAYER, the Defendants set out to engage in a long and protracted act of palming off cheap, no-name pianos as authentic Schiedmayer pianos. This is exemplified in the Discovery Deposition of Treibitz, 42TTABVUE, as well as the cross-examination of Treibitz, 70TTABVUE of August 21, 2018. There follows herewith a typical extract from the cross-examination Deposition of Glenn Treibitz in which Treibitz in his own words admits palming off no-name cheap Chinese made pianos as authentic Schiedmayer pianos (70TTABVUE21-Line18;26-Line10):

18 Q. So no-name pianos then are purchased for sale as
19 Schiedmayer pianos; correct?
20 A. Yes. Among others.

10 Q. So the source of these pianos is China; correct?

11 A. Correct.

12 Q. Would it be correct then that you purchased
13 no-name pianos from -- that are manufactured in China and
14 then affix the Schiedmayer label thereto?

15 A. Yes.

16 Q. And sell them as a Schiedmayer piano?

17 A. Yes.

Other glaring examples of Defendants palming off of Schiedmayer pianos are exemplified in Exhibit 12 to the Treibitz Declaration, 66TTABVUE, and Exhibit D to Plaintiff's Notice of Reliance, 72TTABVUE.

Copies of these advertisements are attached for ease of reference as Final Brief Exhibits A and B respectively (Slightly enlarged for legibility).

It is noted that in Exhibit 12 to the Treibitz Declaration, (Final Brief Exhibit A attached hereto) there appears an advertisement of a Hollywood Piano Memorial Day sale in 2018 in which a cheap "no-name" piano appears as an authentic Schiedmayer product. It is further noted that in the blurb describing the piano, it is stated that the piano has "German strings." Obviously only a German made piano will have German strings. At Exhibit D to Plaintiff's Notice of Reliance, 72TTABVUE, (Final Brief Exhibit B attached hereto), there appears a Facebook advertisement for Hollywood Piano in which two "Schiedmayer" pianos are offered for sale.

It is noted that in the advertisement (Final Brief Exhibit B) for the baby grand Schiedmayer (actually a cheap no-name piano), the advertisement states that the piano has:

“German design”

“German strings”

“German pin block”

“German hammer felt.”

The upright piano (also a cheap no-name piano masquerading as an authentic Schiedmayer) is said to have “German strings.”

It is again emphasized that Hollywood Piano, the Defendants herein, freely admit that all Schiedmayer pianos which it ever offered for sale or sold, constitute cheap, no-name pianos manufactured in either Indonesia or China, 70TTABVUE21Line 18.

Plaintiff wishes to emphasize that this Petition to Cancel is not based upon Defendants’ palming off of Plaintiff’s products. Rather, Plaintiff is calling attention to Defendants’ acts of palming off as it establishes Intent, which is a strong element in finding a 2(a) violation, and also because palming off on Plaintiff’s trademark Schiedmayer does not establish ‘bona fide use in commerce’ as a rebuttal to the allegation of Abandonment.

THE MISSING DOCUMENTS

During the discovery period of the subject proceeding, Plaintiff filed four Requests for Production of Documents which are in evidence in this case at Plaintiff's Notice of Reliance, 37TTABVUE. In each of the four Requests for Production of Documents, Plaintiff requested Hollywood Piano to produce all documents of any type referring or relating to the promotion or sale of Schiedmayer pianos.

Although Treibitz freely admitted that in connection with any sale of a Schiedmayer piano, a contract is drawn with the purchaser, Hollywood Piano failed or refused to produce one single solitary such contract 70TTABVUE16. Hollywood Piano excused this refusal to produce any documents over a period of ten years with the lame excuse that a computer broke down. This is something akin to a dog eating the homework. The fact is that for each sale of a Schiedmayer piano sold by Defendants, a contract was drawn with the purchaser that clearly described the piano. Any such contracts would have clearly substantiated the assertion that the Defendants were offering for sale no-name cheap pianos as authentic Schiedmayer pianos. *It is for this reason alone that Hollywood Piano failed and refused to submit any such documentation.*

TRADEMARK REGISTRATION NO. 3,340,759 UNLAWFULLY CREATES A FALSE ASSOCIATION WITH PLAINTIFF AND PLAINTIFF'S TRADEMARK AND SHOULD BE CANCELLED BASED UPON § 2(a) OF THE LANHAM ACT

T.M.E.P. § 1206 provides in relevant part:

The right to privacy protects a party's control over the use of its identity or "persona". A party acquires a protectable interest in a name or equivalent designation under § 2(a) where the name or designation is unmistakably associated with, and points uniquely to, that parties' personality or "persona."

- *University of Notre Dame du Lac v J.C. Gourmet Food Imports Co., Inc.*, 703 F2d @ 1376-77, 217 USPQ @ 509; *Buffett v Chi-Chi's, Inc.*, 226 USPQ 428,429 (TTAB 1985).

There are four elements to be considered for a § 2(a) analysis:

1. That the mark is the same as or a close approximation of, the name or identity previously used by another person;
2. The mark would be recognized as such in that it points uniquely and unmistakably to that person;
3. The person named by the mark is not connected with the activities performed by the applicant under the mark;
4. The fame or reputation of the person is such that, when the mark is used with the applicant's goods, a connection with the person would be presumed. See, *In re: Julie White*, 2014 TTAB Lexis 529, 15-16, 79 USPQ 2d (BNA 1713) (TTAB 2004):

"A party acquires a protectable interest in a name under § 2(a) when a name claimed to be appropriated points uniquely and unmistakably to that party's personality or 'persona'."

Jimmy Buffett v Chi-Chi's, Inc., 1985 TTAB Lexis 80, 226 USPQ (BNA 428) (TTAB 1985)

The reference to persona is particularly apt in connection with the subject proceeding because the name Schiedmayer is indeed the name of the family which has manufactured the keyboard musical instruments herein for a period of almost 300 years. Indeed, the company itself is owned and operated by Elianne Schiedmayer who enjoys the name of the company. Clearly, the persona of the name Schiedmayer has been violated by the Defendants herein.

1. THE MARK IS THE SAME AS, OR A CLOSE APPROXIMATION OF THE NAME OR IDENTITY PREVIOUSLY USED BY ANOTHER PERSON OR INSTITUTION.

The facts of this case clearly meet this proviso. The mark SCHIEDMAYER was wrongly appropriated by Defendants and is identical to Plaintiff's previously used SCHIEDMAYER for identical goods.

2. THE MARK WOULD BE RECOGNIZED AS SUCH, IN THAT IT POINTS UNIQUELY AND UNMISTAKEABLY TO THAT PERSON OR INSTITUTION.

The mark SCHIEDMAYER is unique. There is no other institution or other entity using the name SCHIEDMAYER. It is unique and has been unique for the past 300 years, representing uniquely and only the creation of keyboard musical instruments by the Plaintiff. Clearly this element of § 2(a) false suggestion has been met.

Defendants have not cited any other use of the trademark Schiedmayer and none exists.

3. THE PERSON OR INSTITUTION NAMED BY THE MARK IS NOT CONNECTED WITH THE ACTIVITIES PERFORMED BY THE APPLICANT UNDER THE MARK.

This is the case herein. There is absolutely no connection between Defendants and Plaintiff and no such allegation has ever been made.

4. THE FAME OR REPUTATION OF THE PERSON OR INSTITUTION IS SUCH THAT, WHEN THE MARK IS USED WITH THE APPLICANT'S GOODS OR SERVICES, A CONNECTION WITH THE PERSON OR INSTITUTION WOULD BE PRESUMED.

Clearly this proviso has been met by Plaintiff herein.

First, it is noted that this proviso of § 2(a) of the Lanham Act does not require that the mark itself be famous:

“There is nothing in § 2(a) of the Act which would indicate that it is intended to afford protection only to large or nationally known institutions.”

Gavel Club v Toastmasters International, 127 USPQ 88, 94 (TTAB 1960).

See also: *In Re: Hseih*, Serial No. 78/367,205 (TTAB 2008), where the relatively unknown trademark P. MAURIAT was refused based upon § 2(a) of the Lanham Act and in which a magazine article and a Wikipedia entry alone were found to be sufficient to establish fame or reputation:

“The excerpts from the Space Age Music (magazine) and Wikipedia website are sufficient to establish the fame or

renown of Paul Mauriat for purposes of proving that applicant's mark falsely suggests a connection..."

The Schiedmayer name has been used in connection with musical keyboard instruments for a period of almost 300 years.

Currently, the Schiedmayer name is being used by Plaintiff herein on a keyboard musical instrument virtually identical to the same type of piano manufactured as a Schiedmayer musical instrument almost 300 years ago.

As set forth in the testimony declaration of Elianne Schiedmayer, 38TTABVUE, the Schiedmayer dynasty has always been family owned. Clearly the persona of the Schiedmayer name is involved.

The husband of Elianne Schiedmayer, Johann Georg Schiedmayer, inherited the company from his father in 1957. Schiedmayer Celesta GmbH was founded in 1995 to continue the manufacture of the celesta piano long prior to any use by Defendants herein. Elianne Schiedmayer inherited the estate and rights of her husband Johann Georg Schiedmayer. 38TTABVUE-Ex.C.

Schiedmayer keyboard musical instruments have won more than 36 Worlds Fair medals, including 20 Gold medal awards, 6 Silver awards and 10 Bronze awards at Worlds Fairs around the world. In 1976, a Schiedmayer piano won a Bronze award in Philadelphia and in 1897 a Schiedmayer piano won a Silver award at

Chicago's World Fair. In 1904, a Grand Prix award was awarded to a Schiedmayer piano at the World's Fair in St. Louis, 38TTABVUE7.

Schiedmayer musical keyboard instruments have been the subject of famous books such as "Men Who Made Piano History", Dover Publications. An extract therefrom reciting the Schiedmayer famous history is attached as Exhibit J to the testimony Declaration of Elianne Schiedmayer, 38TTABVUE.

For years prior to the registration date of the registration in question, a Schiedmayer piano was and is currently on display in the permanent collection of the Boston Museum of Fine Arts in Boston, MA, the fourth largest museum in the United States. 38TTABVUE8.

Reference is made to Exhibit E of the Declaration of Elianne Schiedmayer, 38TTABVUE, which represents a partial listing of purchasers of Schiedmayer Celestas prior to November 20, 2007, which is the registration date of the registration sought to be cancelled. Well over 100 of the greatest orchestras and symphonies in the United States are set forth as having purchased the Schiedmayer Celesta piano. Surely, this reflects a great and hallowed reputation for the Schiedmayer musical instrument. See also, the Declaration of Helga Kasimoff, a 50 year veteran in the sale of fine musical instruments who stated the following under oath at 41TTABVUE3:

"Because we have represented the sale and rental and servicing of the Schiedmayer Celesta continuously for the past 50 years, both myself and my son Kyrill are well aware of the fact that during all of these 50 years the Schiedmayer

Celesta has been regarded by the public with the highest degree of integrity and reputation.

The Schiedmayer reputation with regard to the manufacture and sale of Schiedmayer musical keyboard instruments is unparalleled and extremely highly regarded.

We are aware that the reputation and fame of Schiedmayer musical instruments dates back almost 300 years and that Schiedmayer Celesta GmbH and Elianne Schiedmayer represent the continuum of a history relating to the sale of keyboard musical instruments dating back almost 300 years.”

According to the statements set forth in the Declaration of Olga Fuchs, 40TTABVUE, a Google search was conducted for the name Schiedmayer on March 29, 2017. The resulting search comprised approximately 40 pages of entries for the mark SCHIEDMAYER and attached as Exhibit B to the Fuchs ‘Declaration’ are the first eight pages of entries for the mark SCHIEDMAYER, it being noted that each and every entry relates solely and exclusively to a Schiedmayer piano or celesta.

According to the Declaration of Olga Fuchs, a Google search for the mark “SCHIEDMAYER CELESTA” revealed 15 pages of search results attached as Exhibit C to her Declaration.

Olga Fuchs also conducted an Ebay search indicating the availability for sale on Ebay of records and decals and books all relating to Schiedmayer pianos and celestas. Olga Fuchs also located an extensive and detailed Wikipedia entry.

It is recognized that the searches conducted by Olga Fuchs were conducted after the registration date of the Defendants' registration.

However, it is believed that the Board may take judicial notice of the common-sense conclusion that if such vast celebrity of the Schiedmayer name on the Internet existed in the year 2017, that logically it would have also existed prior to the November 20, 2007, which is the registration date of the Defendants Schiedmayer registration. The above recited facts clearly illustrate a compliance with the fourth leg of the Sec. 2a test.

INTENT

A showing of intent is a powerful indication of the correct application of § 2(a) of the Lanham Act.

A false suggestion of a connection claim is particularly strong in cases where the defendant seeks registration of a mark for goods or services that are closely related to the activities for which the Plaintiff is known. See *The Board of Trustees of the University of Alabama v BAMA-werke Curt Baumann*, 231 USPQ 408,409-09 (TTAB 1986).

“Evidence of intent to suggest a connection is not required, but when such evidence exists, it weighs strongly in favor of refusing registration under § 2(a).”

See *Guide to TTAB Practice* – Handelman, 2016.

“Evidence of such intent would be highly persuasive that the public will make the intended false association.”

University of Notre Dame du Lac v J.C. Gourmet Food Imports Co., Inc., 703 F.2d 1372,1377, 217 USPQ 505,510 (Fed. Cir. 1983)

In the instant case, evidence of intent is self-evident.

Treibitz, the operator of the Defendants herein specifically intended to trade off of the reputation and goodwill of Schiedmayer. He selected the Schiedmayer name knowing that it had a history 42TTABVUE52:

14 A. I didn't know the specific histories, but yes,
15 any old name out there is going to have a history.

16 Q. So you knew that there was a history. Correct?

17 A. I knew that there was a history to the brands,
18 but I didn't know the specific history.

19 Q. But you know there was a history to each these
20 brands. Correct?

21 A. Of course there's a history to a -- to a brand.

Treibitz knew full well during the prosecution of the subject application that the name Schiedmayer was the name of a famous piano manufacturer. Indeed, this was pointed out in the initial rejection under § 2(a) of the subject application.

Treibitz even played a Schiedmayer Celesta piano during his visit to the piano store operated by Helga Kasimoff. See 41TTABVUE3.

It is beyond any reasonable dispute that Treibitz, respectively Hollywood Piano, respectively the Defendants herein, knew perfectly well that they intended to trade off the goodwill and reputation of the Schiedmayer name when the name was appropriated by Treibitz by selecting it from a book of decals for known and established piano manufacturers.

From all of the above it can be seen that the four-prong test for the application of § 2(a) of the Lanham Act has been fully met herein and the subject registration should be cancelled forthwith.

ABANDONMENT

Use of a trademark has been defined as requiring that any such usage be 'bona fide': TMEP Sec. 901-01 and 15 U.S.C. 1127.

In order to avoid abandonment of a subject registration, it is incumbent upon the Defendants to establish bona fide use of the trademark SCHIEDMAYER.

This has not taken place herein. The definition of "use in commerce" (T.M.E.P. § 901.01) was amended by the Trademark Law Revision Act of 1988 to add the phrase "the bona fide use of a mark in the ordinary course of trade..." While the Amendment was made in order to clarify the token use of the trademark, nevertheless it

is clear that any use in commerce intended to support a response to an allegation of abandonment, must represent a bona fide usage.

"It has long been the policy of the PTO's Trademark Trial and Appeal Board that use in commerce only creates trademark rights when the use is lawful. See, e.g., *In re Midwest Tennis & Track Co.*, 29U.S.P.Q.2d 1386 n. 2, 1993 WL 562977 (1993); *Clorox Co. v. Armour-Dial, Inc.*, 214 U.S.P.Q. 850, 851, 1982 WL 50434 (1982); *In re Pepcom Indus., Inc.*, 192 U.S.P.Q. 400, 401, 1976 WL 21138 (1976); *In re Stellar Int'l, Inc.*, 159 U.S.P.Q. 48, 51, 1968 WL 8159 (1968)... we also agree with PTO's policy and hold that only lawful use in commerce can give rise to trademark priority."
- *Creagri Inc. v. Usana Health Sciences Inc.* 474 F3d 626, 8, USPQ 2d 1592 (9th Cir 2007)

Bona fide use by the Defendants has not taken place herein.

As Glenn Treibitz repeatedly testified, the Defendants herein simply applied the name Schiedmayer to any no-name piano which they may have ordered, and then sold it as such.

The no-name piano could be interchangeably marked with a Schiedmayer trademark or a Bernard Shoninger trademark or a Kurtzmann trademark or a Hollywood Piano trademark.

The point being that in no way did the trademark SCHIEDMAYER ever point to the source of the product, which indeed is the very function of a trademark.

Additionally, the evidence is overwhelming that the Defendants herein simply engaged in palming off of no-name cheap pianos by applying thereon a Schiedmayer trademark and representing it to be an authentic Schiedmayer product.

Reference is again made to the two Exhibits attached hereto which are properly in evidence and in which no-name pianos marketed as Schiedmayer pianos are being promoted and offered for sale by the Defendants as German made products, with reference to German strings, German pin blocks, German keys and the like.

Any usage by the Defendants herein of the trademark SCHIEDMAYER is in no way bona fide. The name Schiedmayer has never been used to properly represent the source of the Schiedmayer product. It has simply been used interchangeably with other trademarks on no-name pianos to misrepresent to the public, that the piano is an authentic Schiedmayer product.

The Defendants herein studiously avoided producing any documentation regarding the actual sale of fake Schiedmayer pianos, including with particularity the contracts for the sale of the pianos because any such evidence would have clearly established once again that the Defendants were engaged in palming off of no-name pianos as authentic Schiedmayer products.

In view thereof, it is clear that the trademark SCHIEDMAYER has been abandoned by the Defendants because they have never engaged in any type of bona fide usage of the mark.

THE DEFENDANTS' ASSERTION OF LACHES

The Defendants herein, Hollywood Piano, have asserted an Affirmative Defense of Laches. Hollywood Piano has submitted some extraneous material in a Notice of Reliance, 65TTABVUE, indicating that it somehow supports a finding of Laches. It does not.

The elements of a laches defense include material prejudice attributable to any delay. See *Lincoln Logs Ltd. V. Lincoln Pre-Cut Logs Homes Inc.*, 971 F.2d 732, 23USPQ2d 1701, 1703 (Fed. Cir. 1992).

The party raising the affirmative defense has the burden of proving it. See *Bridgestone/Firestone Research Inc. v. Automobile Club de l'Ouest de la France*, 245 F.3d 1359, 58 USPQ2d 1460, 1462 (Fed. Cir. 2001).

As the federal Circuit's predecessor put it, "[t]he registrant, of course, has the right to invoke the doctrine in a cancellation proceeding. ...[It], however, bears, the burden of showing the injustice." *Ralston Purina Co. v. Midwest Cordage Co.*, 373 F.2d 1015, 153 USPQ 73, 75-76 (CCPA 1967).

It is correct that a considerable period of time transpired between the constructive notice of the trademark SCHIEDMAYER in the Defendant's trademark application, and the filing of this Petition for Cancellation. However, it is also true that the Petition for Cancellation was instituted promptly after the Plaintiff first found out about the existence of the registration, in connection with the filing of its own trademark applications for the identical mark.

In this respect it is noted that although constructive notice did exist, nevertheless, the Plaintiff herein is a German company and it is quite obvious that under these circumstances the Plaintiff would be less likely to ascertain the evidence of the conflicting registration or application in another country.

While a considerable period of time has admittedly transpired prior to the filing of the Petition for Cancellation, it is nevertheless well established that mere delay will not support a finding of Laches:

“A mere lapse of time alone will not normally constitute Laches.”

American Rice, Inc. v. Producers Rice Mill, Inc., 518 F.3d 321 (5th Cir.) 2008

“...Laches should not necessarily always be measured from Defendants very first use of the contested mark, but from the date that Defendants acts first significantly impacted on Plaintiff's goodwill and business reputation”

Nabisco Brands, Inc. v. Kunusa Corp., 722 F Supp 1287-1292 (M.D.N.C. 1989)

It is Black Book that Laches will not apply unless there has been a detrimental reliance upon the delay.

“Without a showing of detrimental reliance and without an opportunity to address the reasonableness of the delay, application of Laches was improper.”

In re: Panther Mountain Land Development, LLC, 686 F.3d 916,928

“To prove Laches, in addition to showing unreasonable delay, the Applicant must show that it has suffered material prejudice as a result of the delay.”

Homby v. TJX Cos. Inc., 87 USPQ 2d 1411,1419 (TTAB 2008)

- Noting that mere delay in asserting a trademark related right does not necessarily result in changed conditions sufficient to support the defense of Laches; there must also have been some detriment due to the delay.

See also *Charrette Corp. v Bowater Communications Papers, Inc.*, 13 USPQ 2d 2040, 2043 (TTAB 1989)

- Noting that mere delay in asserting one's trademark rights is insufficient to give rise to an estoppel; Respondent in cancellation proceeding failed to show that it acted to its detriment.

In the instant case, the Defendants, Hollywood Piano, has never even asserted any damage due to the delay which has taken place herein. *There is not one scintilla of evidence in connection with the subject proceeding, that the Defendants were in any way prejudiced by some delay.*

Indeed, the Defendants have freely admitted that basically their promotion consisted of little more than sticking a Schiedmayer label on a no name Piano and putting it on the floor for sale:

“The primary form of advertising the SCHIEDMAYER mark has been putting pianos branded with the SCHIEDMAYER mark on the floor and in the rental pool of Hollywood Piano”

-Treibitz Testimonial Declaration. 66TTABVUE6.

The Defendants never engaged in any type of program or efforts to sell the Schiedmayer piano. Rather, as Treibitz himself testified, he simply bought no-name pianos from time to time, slapped on the Schiedmayer name and palmed it off as a Schiedmayer product. This is not the stuff of which detrimental delay is made.

In any event, it is noted that with respect to abandonment, Laches does not apply:

“The defenses of Laches and equitable estoppel are not available against a claim of abandonment. The rationale underlying this rule is that it is in the public interest to remove abandoned registrations from the register.”

Guide to TTAB Practice Handelman 2016

See also *Treadwell's Drifters, Inc. v Marshak*, 18 USPQ 2d 1318,1320 (TTAB 1991).

SUMMARY

A serious injustice has taken place here which cries out for resolution.

The Defendants have misappropriated a great name in musical instruments and pianos for their own greed and profit.

Defendants incorrectly obtained this registration by falsely asserting that the great name Schiedmayer has been abandoned when no such abandonment had ever taken place.

If the Defendants had honestly responded to the initial Office Action rejecting its application based upon § 2a of the Lanham Act, we would not be here today and this injustice would never have taken place.

The Defendants should not be permitted to profit by their false assertion to the Trademark Office that the mark SCHIEDMAYER had somehow become abandoned.

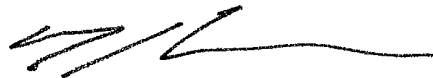
In conclusion, perhaps the best summary of this proceeding may be the words of Elianne Schiedmayer herself in the conclusion of her testimonial Declaration as follows, 48TTABVUE5:

"I am a Schiedmayer. I am proud to be a Schiedmayer and I am particularly proud to be the current holder of the Schiedmayer name which has represented the highest degree of excellence in musical keyboard instruments, including pianos and celestas for almost 300 years. The 9th consecutive Schiedmayer generation, Knut Schiedmayer, is currently our managing director.

The sale of cheap "no-name" pianos manufactured in China and Indonesia under the great name Schiedmayer diminishes and violates the fame and reputation of my name and the name of my company and one of the great names in musical keyboard instruments, having been first manufactured and continuously sold around the world since 1735."

Trademark Registration No. 3,340,759 should be cancelled forthwith.

Respectfully submitted,



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Roslyn, New York 11576
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CERTIFICATE OF SERVICE

It is hereby certified that a true and complete copy of the attached document was served upon counsel for the Respondents at his email address of record:

adam@iptech.law

This 12 day of December, 2018.

/Michael J. Striker/
Michael J. Striker

FINAL BRIEF EXHIBIT A

**27th Annual
MEMORIAL DAY WEEKEND PARKING LOT**

Piano Sale

3 DAYS ONLY
OPEN TO THE PUBLIC
SAT MAY 26TH • SUN MAY 27TH
MON MAY 28TH
ALSO BY APPOINTMENT
MAY 24TH
FOR APPOINTMENT
1800-MY-PIANO

FREE DELIVERY*
with purchase

FREE SALES TAX**
(We pay the sales tax.)



- 39 - USED UPRIGHT PIANOS**
\$398 to \$14,995
- 32 - USED GRAND PIANOS**
\$799 to \$89,995
- 68 - NEW GRAND PIANOS**
\$1,298 to \$98,995
- 72 - NEW UPRIGHT PIANOS**
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\$298 to \$19,995 (88NOTE)

SCHIEDMAYER

An amazing buy on a new baby grand with German strings bench included 10 Year parts & labor warranty.

Valued at \$12,785

NOW \$6,998**

Hollywood

- Voted Top 100 in the World National Association of Music Dealers
- We beat all other prices 133% of the difference if you find the same item for less
- All acoustic pianos carry a 2 year 100% warranty (with no time restriction) for Digital 2 years 100%
- We have a piano for every level of pianist from entry level student to concert

SCHIEDMAYER

Stunning gloss black pianos with slow fall key cover and German strings. Price includes the matching bench.

Valued at \$5,495

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BALDWIN SPECIAL PURCHASE!

This 48" is Baldwin's most affordable upright piano. A Steinway like American piano sound for the price of an entry level Yamaha.

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STEINWAY & SONS

5'7" "M" Queen Anne

A stunning Steinway rebuilt and refinished to perfection like new.

List Price \$92,700

NOW \$39,888**



MASON & HAMLIN

5'4" "B" BABY GRAND

A demo trade show piano like brand new with a new top. Many pianist say this is the best sounding small grand.

Valued at \$59,811

NOW \$39,998**

STEINWAY 42" Console

Vintage pre-owned American Walnut console traditional with Steinway flair 5 years parts & labor warranty. If this was still made today it would be over 26k!

Valued at \$26,300

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YAMAHA C7 7'6"

This pre-owned instrument is the perfect piano for the recording studio or for the larger room. This is the sound Yamaha lovers want.

New MSRP \$82,999

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KAWAI 49" Upright

Professional Upright

This high gloss black upright look and sounds like new.

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Special package on a top selling piano with Bluetooth and include Tablet running Roland Piano Pad

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AMAZING BUYS

Check out these items at Hollywoodpiano.com/amazingbuys

Mason & Hamlin 7' "BB" Grand Demo with new warranty.....	\$59,995
Grotrian Steinweg - 185 6'1" - Black gloss Steal!.....	\$24,995
Bechstein - A 6'1" grand - Hand Made in Germany.....	\$22,995
Steinway "M" 5'7" Walnut sounds great.....	\$19,995
Baldwin "R" French just arrived, perfect.....	\$14,995
Yamaha G3 6' Grand, Perfect! Ebony glass.....	\$9,995
Steinway 1098 - 45" Studio Upright.....	\$9,995
Mason & Hamlin Model 50-50" Pro Upright Great shape.....	\$6,995
Samick 5'10" Grand Ebony Polish, Individual stringing.....	\$5,995
Mason & Hamlin 5'8" "A" Ebony Satin great bargain.....	\$4,995
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Knabe 5'7" Baby Grand French, rare art case.....	\$4,495

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FINAL BRIEF EXHIBIT B

Hollywood Piano

90TH ANNIVERSARY SALE



PRE - SALE GOING ON NOW

We're celebrating our 90th with some NEVER to be repeated celebration pricing on popular pianos.

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Join us for special 90th Anniversary Free Gifts

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Sat. June 23 2pm
Sun June 24 4pm

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Baldwin



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Baldwin's best selling upright competes in price against the entry level Japanese pianos but with the sound character of the best US pianos brands.

This is a completely crazy offer on a brand new Baldwin baby grand. Priced at what this size piano was selling for 9 years ago!



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Roland



Valued at \$1,595

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Roland's superior action and touch along with their Super Natural sound engine for an unbelievable price. It also will connect with IPAD or Android.

Rated as the best digital grands. Everything about this piano is what you would expect from Roland, the leader in digital piano technology. In black or white. Valued at \$10,995



\$5,990

Schiedmayer



Valued at: \$5,495

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Brand new contemporary styled piano with a slow fall key cover. German strings, Japanese hammers, Alaskan spruce soundboards. Never to be repeated



Valued at \$12,785

\$6,990

Amazing new baby grand with German design, German strings, German pinblock, German hammer felt and 20 years parts and labor warranty.



MSRP: \$34,425

\$24,990

This 50" professional trade show demo is considered to be the very best upright made today. This one has a bubinga inlay and is fitted with the silent system



Valued at \$59,811

\$39,990

A demo trade show piano like brand new with a full new manufacturers warranty. Many pianist say this is the absolute best baby grand made regardless of price.



Burbank

323 South Front St
(818) 954-8500

Pasadena

2084 E. Foothill Blvd.
626-229-0999

1800 MY-PIANO



with stand, carrying case, headphones

\$290



New High gloss black upright

\$790

ESTTA Tracking number: **ESTTA947390**

Filing date: **01/14/2019**

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

Proceeding	92061215
Party	Defendant Piano Factory Group; and Sweet 16 Musical Properties, Inc.
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Signature	/Adam Stephenson/
Date	01/14/2019
Attachments	Respondents Final Brief.pdf(381040 bytes)

**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. and
Sweet 16 Musical Properties, Inc.

Registration Date: November 20, 2007

Respondents.

BRIEF ON BEHALF OF RESPONDENT

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**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. and Sweet 16 Musical Properties, Inc.	Registration Date: November 20, 2007
Respondents.	

BRIEF ON BEHALF OF RESPONDENT

I. INTRODUCTION

On November 20, 2007, the Respondents (referred to for simplicity's sake herein in the singular throughout) were rightfully issued U.S. Trademark Registration No. 3,340,759 for the word mark SCHIEDMAYER as used in association with pianos, namely, upright pianos, grand pianos, and digital pianos. The registration was obtained on an intent-to-use application originally filed August 24, 2002. On April 1, 2015, (approximately 7.5 years after the registration of the SCHIEDMAYER mark and over 12.5 years after the original filing of the application) Petitioner filed a Petition for Cancellation of the SCHIEDMAYER mark.

In seeking the cancellation of Respondent's registration, the Petitioner has asserted two particular grounds as put forth in the Plaintiff's Third Amended Petition for Cancellation dated January 3, 2017 (34 TTABVUE 8-11), and as reiterated in the Petitioner's Brief in Support of Petition to Cancel dated December 12, 2018 (75 TTABVUE 7). The grounds asserted by the Petitioner are:

1. **False Association**-The Petitioner alleges that there exists a “[f]alse suggestion of a connection between the Defendants’ goods and Plaintiff, by Defendants’ misappropriation of Petitioner’s name, persona and mark SCHIEDMAYER, pursuant to 15 USC § 1052(a).” (75 TTABVUE 12).
2. **Abandonment**-The Petitioner alleges that the Respondent has abandoned the SCHIEDMAYER mark as “any use of the mark SCHIEDMAYER by Defendants represents a palming off of Plaintiff’s goods and therefore does not constitute bona fide use of the trademark pursuant to TMEP Sec. 901.02, Sec. 45 of the Act.” (75 TTABVUE 12).

For reasons discussed in detail hereinafter, the Petitioner’s evidence and arguments are insufficient to sustain either of the two claims asserted.

Further, in the Respondent’s Answer to Petitioner’s Third Amended Petition for Cancellation, the Respondent raised the affirmative defense of Laches (35 TTABVUE 6). As previously established, and as explained herein, the Respondent has met the burden of establishing that at least the claim of False Association is barred by the doctrine of Laches.

Thus, there are two claims along with the affirmative defense of Laches that will be decided by the Board.

II. EVIDENTIARY RECORD

Petitioner’s evidence in support of its Petition for Cancellation is as set forth in the Petitioner’s Final Brief (75 TTABVUE 11-12). The Respondent’s evidence relied upon in its defense is at least as follows:

- Declaration of Glenn Treibitz and the Exhibits appended thereto (66 TTABVUE 6)

- *The Pierce Piano Atlas*, 12th Edition, Larry E. Ashley (66 TTABVUE 15)
- *Piano an Encyclopedia*, 2nd Edition, Encyclopedia of Keyboard Instruments, Robert Palmieri, 2003 (66 TTABVUE 21)
- Online Statement made by Elianne Schiedmayer (66 TTABVUE 44)
- Defendant’s Notice of Reliance and Exhibits appended thereto (65 TTABVUE)
- Declaration of Elianne Schiedmayer and Exhibits appended thereto (38 TTABVUE)
- Rebuttal Declaration of Elianne Schiedmayer (73 TTABVUE 2)
- Declaration of Russell Kassman (66 TTABVUE 4)
- Defendant’s advertisements for SCHIEDMAYER branded pianos (66 TTABVUE 48-49)
- Deposition of Glenn Treibitz (42 TTABVUE 4)
- Cross-Examination Testimony Deposition of Glenn Treibitz (70 TTABVUE)

III. FACTS

History of Petitioner

In order to evaluate the true history of and relationship of Petitioner to the manufacture of piano forte instruments (pianos), the Respondent has turned to authoritative texts on piano and piano manufacturer history, including, *The Pierce Piano Atlas* (66 TTABVUE 7) and the volume *Piano: An Encyclopedia* taken from *The Encyclopedia of Keyboard Instruments*. (66 TTABVUE 8).

According to the *Pierce Piano Atlas*, in 1969, Georg Schiedmayer, who also owned Schiedmayer & Soehne GmbH & Co., took over the company Schiedmayer Pianofortefabrik.

(66 TTABVUE 35). This company built pianos. (66 TTABVUE 29). In 1980, Georg Schiedmayer sold the piano line of the company to Rud Ibach & Sohn. (66 TTABVUE 29). Georg Schiedmayer was the last of his family to build pianos and changed his focus to building glockenspiels and celestas as of 1980. (66 TTABVUE 29). According to every authoritative piano text the Respondent has ever viewed, Georg Schiedmayer transferred rights to the Schiedmayer trademark for pianos in 1980 to the piano company Rud Ibach & Sohn at the same time he sold the piano line to Rud Ibach & Sohn. More specifically, according to the 12th edition of the *Pierce Piano Atlas*, it states that “George Schiedmayer sold this piano line to Rud. Ibach Sohn in 1980.” (66 TTABVUE 18) Further, according to the volume *Piano: An Encyclopedia* from *The Encyclopedia of Keyboard Instruments* series, it states “Georg Schiedmayer, who was the last of his family to build pianos, changed his focus to building celestas and glockenspiels and in 1980 sold the piano name, models, drawings, tools, and forms to the Rudolf Ibach Sohn firm. Schiedmayer is now a brand name of the Ibach company.” (66 TTABVUE 29). It further states that “[i]n the 1980s Ibach expanded by purchasing the venerable Schiedmayer piano division (est. in 1809) and the piano firm of Roth and Junius (est. in 1889), known for its affordable instruments for home and school. Both brand names are still in production under the auspices of Rudolf Ibach Sohn.” (66 TTABVUE 24).

The name of Schiedmayer Pianofortefabrik was changed to “Schiedmayer Pianos GmbH when George Schiedmayer sold this piano line to Rud. Ibach Sohn in 1980. Some Pianos were made under license by various manufacturers including Kemble, in England, and Kawai, in Japan for that company. The company, now named Schiedmayer Piano Co. was taken over by Musikhaus Thomann, Erlangen, Germany, in 2006.” (66 TTABVUE 35). It is noted that in 1984, Schiedmayer Pianos GmbH was the entity that applied for the only previously existing

SCHIEDMAYER trademark application. Petitioner confirmed this information in a statement voluntarily made during the pendency of these proceedings on the internet by Elianne Schiedmayer who owns and controls Petitioner, where she stated that “[i]n the 1990s, Ibach started a cooperation with KAWAI and began advertising pianos under the label Schiedmayer Pianofortefabrik GmbH and used a false ‘Schiedmayer S’ logo.” (66 TTABVUE 44). While Elianne Schiedmayer states that the logo is “false,” she provided no evidence to indicate as much. She further states “the company ‘Schiedmayer Pianos GmbH filed for bankruptcy in 2003. The name Schiedmayer Pianos GmbH was changed in the same year to Pianocenter Wuppertal GmbH. This company filed for bankruptcy in 2006.’” (66 TTABVUE 44). She further corroborates the authoritative texts by stating that in 2006, Musikhaus Thomann e.K. utilized the remaining goods from the bankruptcy estate of the Pianocenter Wuppertal GmbH.” (66 TTABVUE 44).

In her statement, she admits that for over 30 years (between 1983 and 2014), other companies operated under the belief they had rights to the registered “Schiedmayer S” logo which included the printed name “Schiedmayer” thereon. (66 TTABVUE 44). Petitioner and Petitioner’s successors in interest stood by and let them use the name for pianos in the European market during this entire period.

“While Rud Ibach & Sohn were making pianos having the SCHIEDMAYER label [at least some of which were sold in the United States], Schiedmayer & Soehne GmbH & Co. continued to operate under the direction of George Schiedmayer and produced glockenspiels and celestas.” (66 TTABVUE 29). Elianne Schiedmayer took over Schiedmayer & Soehne GmbH & Co. after the death of her husband, Georg Schiedmayer, in 1992. (38 TTABVUE 7). Schiedmayer Pianos GmbH, owned by Rud Ibach & Sohn, and Schiedmayer & Soehne GmbH,

owned by Georg Schiedmayer and then his wife, Elianne Schiedmayer, were unrelated companies that coexisted until 2003. (66 TTABVUE 44). Elianne Schiedmayer also created the company Schiedmayer Celestabaus in 1995 and changed the name to Schiedmayer Celesta GmbH, which company is the actual Petitioner in this proceeding. (66 TTABVUE 35). During this proceeding, the Petitioner admitted and confirmed that it has never manufactured a piano. (65 TTABVUE 6).

Respondent's acquisition of the registered SCHIEDMAYER trademark for pianos

As stated in the Declaration of Glenn Treibitz, “[i]n approximately 2001 I had noticed that Kawai was no longer selling pianos branded as “Schiedmayer” in the United States.” (66 TTABVUE 9). Believing the mark was now abandoned for pianos, on August 24, 2002, the Respondent filed U.S. Trademark Application Serial No. 78/157552 for the mark SCHIEDMAYER to be used with pianos. The trademark application was subsequently rejected. In the rejection, the Examiner refused to register the trademark as “the applicant’s mark suggests a false connection with the pianos previously and currently manufactured under the trademark SCHIEDMAYER.” (Office Action, Sep. 12, 2003, p. 1). The Examining attorney claimed this violated 15 U.S.C. § 1052(a). (Office Action, Sep. 12, 2003, p. 1). To support this, the Examining Attorney included Attachment-1 to the 9/12/2003 Office Action which appears to be taken from Rud Ibach & Sohn’s website. The Attachment states, “Georg Schiedmayer was the last of his family, who built upright and grand pianos in this 1809 established firm. His interest changed and he started building “celeste” and “glockenspiel” and in 1980 he sold the traditional piano company to his friend Mr. Ibach.” (Office Action, Sep. 12, 2003, Attachment-1, p. 1). It further states “Ibach bought the name as well as the models, drawings, tools, forms and installations. This means even today Schiedmayer pianos are made continuously in the tradition

of the 1809 established company. Schiedmayer pianos had always been instruments of a higher product category. Schiedmayer est. 1809™ is a brand mark of IBACH.” (Office Action, Sep. 12, 2003, Attachment-1, p.1).

In response to this Office Action, the Applicant through its counsel explained that the Schiedmayer family’s piano business was sold in 1980 to IBACH. The Applicant further explained that “[t]he trademark SCHIEDMAYER was subsequently used by Schiedmayer Piano GmbH of Wuppertal, Germany, a subsidiary of Rud Ibach Sohn and was made under license by Kawai Piano of Japan. However, Kawai Piano ceased manufacture of SCHIEDMAYER a few years prior to 2002.” (Response to Office Action, Mar. 15, 2004, p. 2). The Applicant further explained that as far as Applicant could tell, Schiedmayer Piano GmbH had also ceased making SCHIEDMAYER branded pianos at that point. (Response to Office Action, Mar. 15, 2004, p. 2). The Applicant then explained how there could be no false association under section 2(a) of the Lanham act as Rud Ibach & Sohn had the rights to mark SCHIEDMAYER for pianos and they had ceased use of the mark with no apparent intent to resume use. The Examining attorney agreed with the Applicant and issued a Notice of Allowance on Sep. 14, 2004 (Notice of Allowance, Sep. 14, 2004). Following the filing of a statement of use, U.S. Trademark Application Serial No. 78157552 issued on November 7, 2007 as U.S. Trademark Registration No. 3,340,759. The mark was most recently renewed on Nov. 9, 2017, by Respondent Sweet 16 Musical Properties, Inc. (Notice-Acceptance-Renewal, Nov. 9, 2017).

Respondent’s use of the SCHIEDMAYER mark

As has been explained by the Respondent, due to data losses resulting both from forced migration of record keeping software and due to losses suffered from computer system failure,

the entirety of the records that specifically identify SCHIEDMAYER branded piano sales cannot be produced. However, some documents have been. (66 TTABVUE 9). As further explained by Glenn Treibitz, Respondent's paper record keeping practices rendered locating any paper records, if they survived Respondent's haphazard document retention policy, virtually impossible, which is why no paper record copies were provided to Petitioner during discovery. See 70 TTABVUE 9-10, 17-19. Further complicating the ability to produce records of SCHIEDMAYER branded piano sales, the practice at Hollywood Piano was that when a SCHIEDMAYER branded piano was needed on the showroom floor, a quality piano from those in the warehouse, such as an unbranded piano manufactured by companies like American Sejung Corporation (ASC), had a SCHIEDMAYER brand nameplate placed on it. (66 TTABVUE 9). In the sales tracking system, however, the record for the unbranded piano was not always updated to reflect its SCHIEDMAYER brand once the physical branding was completed and the piano actually sold, resulting in an automatic undercounting of SCHIEDMAYER sales. (66 TTABVUE 9). A number of SCHIEDMAYER branded pianos were also placed into Hollywood Piano's piano rental pool. Accordingly, these following are the approximate sales and rental figures by year to the best of Respondent's information and belief (66 TTABVUE 10, 70 TTABVUE 22-23):

In the year 2007, approximately 3 pianos bearing the SCHIEDMAYER mark were sold.

In the year 2008, approximately 6 pianos bearing the SCHIEDMAYER mark were sold.

In the year 2009, approximately 3 pianos bearing the SCHIEDMAYER mark were sold.

In the year 2010, approximately 1 pianos bearing the SCHIEDMAYER mark were sold.

In the year 2012, approximately 2 pianos bearing the SCHIEDMAYER mark were sold.

In the year 2014, approximately 1 pianos with my SCHIEDMAYER mark were sold.

In the year 2015, approximately 1 pianos bearing the SCHIEDMAYER mark were sold.

In the year 2016, approximately 2 pianos with my SCHIEDMAYER mark were sold.

In the year 2017, approximately 10 pianos bearing the SCHIEDMAYER mark were sold and approximately 1 pianos bearing the SCHIEDMAYER mark was rented.

SCHIEDMAYER branded pianos have continued to be sold since 2017.

Thus, in total, approximately 29 SCHIEDMAYER pianos have been sold since the SCHIEDMAYER mark was registered and a few more pianos bearing the SCHIEDMAYER mark have been rented since registration of the mark. As each of the sold pianos sold for anywhere between \$1,999 & \$6,999, and each of the rented pianos rented for anywhere between \$49 and \$199 per month, there has been approximately \$137,000.00 in gross revenue from SCHIEDMAYER branded pianos. (66 TTABVUE 10).

Petitioners use of the mark SCHIEDMAYER and trademark applications

As admitted by the Petitioner, the Petitioner has never manufactured a piano. (65 TTABVUE 6). Petitioner is in the business of manufacturing celestas and glockenspiels. Since the registration date of the Respondent's trademark, the Petitioner has sold approximately 65 celestas in the United States. (38 TTABVUE 78-115). This is approximately only 36 more instruments than what has been sold by the Respondent over the same time period. Contrary to what is stated in the Petitioner's final brief, the Petitioner filed Trademark Application Serial

Nos. 79/166455 on April 2, 2015 and 86/600864 on April 17, 2015, both for the mark SCHIEDMAYER **after they filed the petition to cancel Respondent's registration on April 1, 2015.** (75 TTABVUE 35). While the Petitioner has gone on the record stating that "Petitioner first became aware of the existence of Respondent's trademark registration when it was cited against Petitioner in Petitioner's pending trademark application," **this is false** as the pending trademark applications were filed **after** the current petition to cancel the Respondent's mark. (65 TTABVUE 12). Indeed, while the Petitioner went on the record stating that they had never contacted Glenn Treibitz via telephone during the pendency of the application (65 TTABVUE 8), the Petitioner belatedly confessed via its agent Elianne Schiedmayer that she did in fact call Glenn Treibitz in the year 2002, the same year that the Respondent filed their trademark application. (73 TTABVUE 7). In her own words, "[i]n August of 2002 I telephoned a person whom I believed to be Glenn Treibitz in order to complain that my name had been improperly appropriated as a domain name and that I was entitled to it. I introduced myself as Elianne Schiedmayer, owner of Schiedmayer Celesta GmbH." (73 TTABVUE 7). This confession took place long after Petitioner had, under penalty of perjury, denied the existence of any such telephone call in its responses to interrogatories during discovery (65 TTABVUE 3, question 7).

Difference between a piano and a celesta

As admitted by the Petitioner, "[a] celesta is not the same musical instrument as a piano forte," (65 TTABVUE 9) and a celesta does not have a confusingly similar sound to the sound of a piano forte. (65 TTABVUE 10). The Respondent agrees and believes that there would not be any likelihood of confusion between a purchaser of a SCHIEDMAYER branded piano and a SCHIEDMAYER branded celesta given the visual differences and the unmistakable sound differences between the two instruments. The same principles would apply to glockenspiels

made by Petitioner. (66 TTABVUE 11). Further, according to Russell Kassman, the founder of R. Kassman Piano, who has sold both pianos and celestas, “In my experience, no customer of mine has indicated that they were confused thinking a celeste [celesta] is a piano forte.” (66 TTABVUE 4).

Evidence of actual consumer confusion between the purchase of a SCHIEDMAYER branded piano and a SCHIEDMAYER branded celesta

Russell Kassman, who has sold both Schiedmayer branded pianos and Schiedmayer branded celestas has stated “[d]uring the time I sold Schiedmayer branded pianos and the SCHIEDMAYER branded celestes, I am unaware of any customer expressing any confusion about whether an association existed between the manufacture of SCHIEDMAYER branded pianos and the manufacturer of SCHIEDMAYER branded celestas.” (66 TTABVUE 4-5).

Since the Respondent adopted the SCHIEDMAYER mark for pianos, they have never been approached or contacted by any individual who informed them that he or she believed there was an association or relationship between the celestas sold by Schiedmayer Celesta (the Petitioner) and SCHIEDMAYER branded pianos. (66 TTABVUE 12). Likewise, the Petitioner has also admitted that there has never been an incident where a consumer contacted Petitioner thinking Respondent’s pianos were related to Petitioner’s celestas. (65 TTABVUE 13).

IV. ARGUMENTS

a. THE PETITIONER’S ARGUMENTS IN THEIR FINAL BRIEF FAIL TO MIRROR THE PLEADINGS MADE IN THE AMENDED PLEADINGS

As is well established, the Petitioner must prove the grounds for cancellation actually plead in its complaint. These grounds are the only grounds that Petitioner can use or argue during the briefing phase of a cancellation petition because further amendments to the cancellation petition can only be made by moving to amend the pleadings as set forth in Fed. R. Civ. P. 15(b) and 37 C.F.R. § 2.115. “A plaintiff may not rely on an unpleaded claim. The plaintiff’s pleading must be amended (or deemed amended), pursuant to Fed. R. Civ. P. 15(a) or (b), to assert the matter.” TBMP § 314 (June 2018).

Abandonment

In the case at hand, the Petitioner filed a third amended complaint on January 3, 2017. In that complaint, the Petitioner argued that Respondent’s registration should be cancelled for abandonment. (34 TTABVUE 10). The Petitioner argued that the Respondent abandoned their trademark as they never used their trademark. (34 TTABVUE 10). Contrary to this pleading, in the Petitioner’s final brief they readily admit that the Respondent has in fact used the SCHIEDMAYER mark by putting it on pianos, but that it should still be abandoned because such use does not constitute a “bona fide use in commerce” as they contend the use was illegal. (75 TTABVUE 32). Because the Petitioner plead that the mark be cancelled because it was abandoned due to non-use by Respondent but is now arguing that it is abandoned due to illegal use by Respondent, the Petitioner’s arguments regarding abandonment are objected to as they go beyond the scope of the matter asserted in the third amended complaint and, accordingly, should be disregarded by the Board in their entirety.

Palming Off

Though the issue of “palming off” and intent were never raised in the amended pleadings filed Jan. 3, 2017, in its final brief the Petitioner argues that the Respondent is “palming off” of the SCHIEDMAYER name. (75 TTABVUE 33). The Petitioner argues that while they have not pleaded “palming off,” they are arguing it in the final brief in order to show intent, which intent can be used to show the Respondent is falsely associated with the Petitioner and that the Respondent abandoned their mark because they illegally used it by palming off of the Schiedmayer name. (75 TTABVUE 10-11).

The doctrine of palming off requires proof of fraud. *Venetianaire Corp. of America v. A & P Import Co.*, 302 F. Supp. 156, 161, 163 U.S.P.Q. 412 (S.D. N.Y. 1969), order aff'd, 429 F.2d 1079, 167 U.S.P.Q. 481 (2d Cir. 1970) (“The doctrine of palming off, ... requires proof of fraud.”) Therefore, **if there is no fraud, there is no palming off.**

In the amended pleading filed by the Petitioner on January 7, 2016, the Petitioner alleged fraud. (13 TTABVUE 8). More specifically, the Petitioner alleged that the Respondent fraudulently filed its trademark application, that the Respondent fraudulently filed its declaration of use, and that the Respondent fraudulently maintained its trademark application, all in view of knowing that the Petitioner actually had rights to and owned the SCHIEDMAYER mark. (13 TTABVUE 8-10). In response to this amended pleading, the interlocutory attorney decided that “[t]he proposed fraud claim appears to be facially implausible given the facts presented in the proposed amended petition to cancel. Accordingly, the proposed amended fraud claim is **STRICKEN** from the petition to cancel, and will be given no further consideration.” (17 TTABVUE 8).

However, the Petitioner is yet again trying to allege fraud by disguising it as “palming off.” The issue of fraud is not plead in the third amendment complaint. Palming off is an unpleaded claim that was formally stricken from this proceeding. Accordingly, the Petitioner’s arguments regarding palming off are beyond the scope of the matter asserted in the third amended complaint and, accordingly, should be disregarded by the Board in their entirety. They truly are a backdoor approach to resurrecting an issue already formally stricken from the case.

In conclusion, because the Petitioner’s arguments made in their final brief are beyond the scope of the claims currently presented in the third amended pleadings dated Jan. 3, 2017, the Petitioner’s arguments regarding abandonment and palming off should be disregarded.

b. FALSE ASSOCIATION

The Petitioner has failed to establish a claim of false association under 15 U.S.C. § 1052(a).

A registration may be denied when the mark “consists of or comprises ... matter which may ... falsely suggest a connection with persons, living or dead, institutions, beliefs, or national symbols ...” 15 U.S.C. § 1052(a). A four-factor test is used to determine whether a mark should be refused registration under 15 U.S.C. § 1052(a). The Petitioner must prove:

1. That the defendant's mark is the same as, or a close approximation of, the plaintiff's previously used name or identity;
2. That the mark would be recognized as such, in that it points uniquely and unmistakably to the plaintiff;
3. That the plaintiff is not connected with the goods sold or the activities performed by the defendant under the mark; and

4. That the plaintiff's name or identity is of sufficient fame or reputation that, when the defendant's mark is used on its goods or services, a connection with the plaintiff would be presumed. *In re Pedersen*, 109 USPQ2d 1185, 1188-89 (TTAB 2013); *Bd. of Trs. of Univ. of Ala. v. Pitts*, 107 USPQ2d 2001, 2025 (TTAB 2013); *In re Jackson International Trading Co.*, 103 USPQ2d, 1417, 1419 (TTAB 2012).

At least because the Respondent's mark does not point uniquely and unmistakably to the plaintiff, **and** because no connection with the plaintiff would be presumed when the Respondent's mark is used on its goods and services, there is no false association between the Respondent's mark and the Petitioner.

- **The defendant's mark is the same as, or a close approximation of, the plaintiff's previously used name or identity.**

The Respondent concedes that their registration is for SCHIEDMAYER and the Petitioner's name is Schiedmayer Celesta; however, the goods produced under the two marks are not identical, contrary to what the Petitioner asserts. (75 TTABVUE 24). While the Petitioner's alleged predecessors in interest may have manufactured pianos pre-1980, the record is clear that Petitioner has never produced a piano in approximately 40 years.

- **The mark does not point uniquely and unmistakably to the plaintiff.**

In order for the second factor of the four part test to be satisfied, the mark must point only to Petitioner and not possibly to anyone else.

In the *University of Notre Dame Du Lac v. J.C. Gourmet Food Imports Co., Inc*, case relied on by the Petitioner, the defendant's registration of trademark NOTRE DAME and design for cheese was opposed by the appellant, a well-known University. 703 F.2d 1372,

217 U.S.P.Q. 505 (Fed. Cir. 1983). The appellant argued that there would be a false association between the defendant's mark and the appellant. In dismissing case, the Federal Circuit reasoned "'Notre Dame' is not a name solely associated with the University. It serves to identify a famous and sacred religious figure and is used in the names of churches dedicated to Notre Dame, such as the Cathedral of Notre Dame in Paris, France. **Thus, it cannot be said that the only "person" which the name possibly identifies is the University and that the mere use of NOTRE DAME by another appropriates its identity.**" 703 F.2d 1372, 217 U.S.P.Q. 505 (Fed. Cir. 1983), emphasis added.

Just as the multiple entities had rights to use "Notre Dame" in *The University of Notre Dame*, so have multiple people and entities had rights to use the name SCHIEDMAYER associated with their respective keyboard instruments. As the record clearly establishes, as of 1980, Rud Ibach & Sohn had rights to the mark SCHIEDMAYER and used the mark on their pianos. Stemming from Rud Ibach & Sohn's rights, Kawai, Schiedmayer Piano GmbH, Pianocenter Wuppertal GmbH, and Musikhaus Thomann e.k. also had rights to the name Schiedmayer as used with keyboard instruments. Further, Respondent legally acquired its rights through the use of the mark for pianos in interstate commerce following the abandonment of the mark in the United States by all those previous users. Respondent's rights were memorialized in the registration of the SCHIEDMAYER mark for pianos.

Just as there was no false association in *The University of Notre Dame*, neither is there false association in the case at hand. Indeed, for at least 30 years, the Petitioner watched numerous other entities use the SCHIEDMAYER mark for pianos in the United States and Europe and did nothing about it. While the Petitioner alleges that Schiedmayer represents "uniquely and only the creation of keyboard musical instruments by the Plaintiff" (75

TTABVUE 24) and that “Defendants have not cited any other use of the trademark Schiedmayer and none exists” (75 TTABVUE 25), it is apparent that the Petitioner is intentionally turning a blind eye towards not just the Respondent’s evidence, but also reality. The evidence provided by Respondent clearly establishes that the uniqueness of the Schiedmayer name died the moment Rud Ibach & Sohn claimed they owned the brand SCHIEDMAYER as used with pianos in the United States. Accordingly, the mark SCHIEDMAYER, beginning nearly 40 years ago, did not uniquely point to the Petitioner because of the ownership claim made by at least Rud Ibach & Sohn.

The difficulty for Petitioner to prove this point is further underlined by the fact that the SCHIEDMAYER mark is the surname of the founders of Petitioner. A mark that is primarily merely a surname is not registerable absent a showing “of long and exclusive use that changes its significance to the public from that of a surname to that of a mark for particular goods or services.” TMEP § 1211, 15 U.S.C. § 1052(e)(4). Marks that are merely a surname therefore have a higher burden of proof needed to show the marks uniquely identify Petitioner at any given point in time in situations such as this, where Petitioner admittedly does not make the good (pianos) that is the subject of the registration. Petitioner’s mere assertion in its Brief that SCHIEDMAYER clearly points the purchasing public of pianos to it, after 39 years of use of the mark by others for pianos does not meet this high evidentiary standard.

- **The plaintiff is not connected with the goods sold or the activities performed by the defendant under the mark.**

The Respondent agrees that they are in no way connected with the goods sold or the activities performed by Petitioner.

- **The plaintiff's name or identity is not of sufficient fame or reputation that, when the defendant's mark is used on its goods or services, a connection with the plaintiff would be presumed.**

In determining whether the fourth factor is met, the Petitioner's name must have sufficient fame or reputation **and** its use on or in connection with particular goods or services must point consumers of the goods or services uniquely to a particular person or institution. *In re Julie White*, 73 U.S.P.Q.2d 1713, 2004 WL 2202268 (TTAB 2004). Sufficient fame and reputation must be determined at the time of registration. *Hornby v. TJX Cos. Inc.*, 87 USPQ2d 1411, 1426 (TTAB 2008).

Sufficient Fame and Reputation

As has been made clear, the Petitioner manufactures celestas and glockenspiels. They have never manufactured any kind of a piano and have no intent to manufacture a piano. While they may have some level of fame or reputation with celestas and glockenspiels, Petitioner cannot have any kind of fame or reputation with pianos when the Petitioner's predecessors quit making pianos nearly 40 years ago and allowed others (making no attempt to stop them) to sell pianos under the SCHIEDMAYER mark. The Petitioner cannot have sufficient fame or reputation in the piano industry when other companies, such as Rud Ibach & Sohn and Kawai, were manufacturing SCHIEDMAYER pianos.

While the Petitioner has attempted to provide evidence that they have sufficient fame and reputation, it is important to realize that they need sufficient fame and reputation **at the time of registration**. Thus, arguments such as a Schiedmayer piano winning a Bronze award in Philadelphia in 1976, a Schiedmayer piano winning a silver award in 1897 at Chicago's World Fair, and a grand prix award given to a Schiedmayer piano in 1904 are totally and

completely irrelevant. The relevant time for this inquiry is 2007, and 2007 alone. As of 2007, the Petitioner's predecessors had sold the piano line and the Schiedmayer label for pianos to Rud Ibach & Sohn. (75 TTABVUE 26-27) and had not made a piano to be sold in the United States for 27 years. As of 2007, every authoritative text that the Respondent is aware of indicates that the Petitioner had no current connection to the name SCHIEDMAYER as it pertained to pianos.

The Petitioner further argues that a 2017 Google search brings up many hits related to the Petitioner and asks the board to "take judicial notice of the common-sense conclusion that if such vast celebrity of the Schiedmayer name on the internet existed in the year 2017, that logically it would have also existed prior to November 20, 2007, which is the registration date of the Defendants Schiedmayer registration." (75 TTABVUE 28-29). This so called "common-sense conclusion" is entirely lacking common sense. First, the Petitioner has failed to appreciate just how far the internet has progressed in the last ten years, and even more so in the last three years. The online landscape today not at all representative of what it was in 2007—this includes Google search results. This statement fails entirely to indicate when Petitioner first launched its website or if it even had one in 2007.

Second, it seems the Petitioner has only recently focused on expanding her company. Indeed, the Petitioner sat by idly while others used the SCHIEDMAYER mark from approximately 1980-2014 (including the Respondent). Petitioner never sought a U.S. trademark for the mark SCHIEDMAYER until 2015. If anything, there recent surge of activity is an indication of an effort to make up for a lack of activity ten years ago. Present activity and activity dating back to 2015 is irrelevant to determining the fame of a mark registered 2007.

Finally, the Examining Attorney's office action is an excellent indicator of what kind of internet material actually existed at the time of registration. Indeed, the Office Action for the instant registration dated September 12, 2003, shows what the Examining Attorney found when they searched the internet for Schiedmayer Pianos--the website of Rud Ibach & Sohn. If the Examining Attorney back in 2003 was only able to find information on Schiedmayer pianos on the website of Rud Ibach & Sohn, then it is likely that the Petitioner's reputation is proportional to their online presence, probably non-existent at the time of registration. Petitioner's invitation for the Board to completely speculate about what internet evidence existed in 2007 based on what can be found in 2017 is not the Petitioner presenting evidence. At best, it is wholly technologically misguided attorney argument.

Goods and Services

Not only must the Petitioner's name have sufficient fame and reputation, but use of the name on **the Respondent's goods and services** must point a consumer **to the Petitioner.** Again, to reiterate, the Petitioner makes celestas and glockenspiels. The Respondent sells pianos. Petitioner admits that a Piano is not a celesta. The Petitioner gave up rights to the Schiedmayer brand as it relates to pianos nearly 40 years ago. Thus, if anything, if a consumer would be led to believe that if a SCHIEDMAYER branded piano in 2007 came from anyone besides the Respondent, the most likely evidence that existed then on the internet would inform them that the piano was made by Rud Ibach & Sohn. Every other authoritative text also indicated that Rud Ibach & Sohn acquired rights to the Schiedmayer piano label in 1980. **None of the evidence presented would ever point the consumer to Petitioner as the source of a piano.** Because use of the Respondent's mark is tied to pianos, and Petitioner has never made a piano and sold/lost its rights to the Schiedmayer name for

pianos in 1980, use of the Respondent's mark on their pianos could not point a consumer to the Petitioner.

In conclusion, the evidence of record applied to the four-factor test for false association proves there could be no false association between the Respondent's mark and the Petitioner when the goods are pianos. Thus, there can be no grounds for cancellation on the basis of false association.

- **The Respondent has never intended to be falsely associated with the Petitioner**

While a showing of intent may be used to indicate false association, the Petitioner has failed to establish intent. In order for an intent of false association to be established, the Respondent must have knowledge of the Petitioner, but knowledge alone is insufficient to establish a showing of intent.

First, the evidence proves that at the time of filing the trademark application, the Respondent did **not** know of the Petitioner. The first interaction with the Petitioner came from the phone call from Elianne Schiedmayer **after** the Respondent had obtained the Schiedmayer.com domain name and filed the trademark application that matured into the registration at issue. While Glenn Treibitz had at least seen a SCHIEDMAYER branded celesta at Kasimoff-Bluthner Piano Co., this occurred in August of 2005, about 4 years **after the trademark application was filed**. (41 TTABVUE 6). The Respondent obtained the domain name for Schiedmayer.com, filed the application for the SCHIEDMAYER mark, and chose to adopt the SCHIEDMAYER mark all before the Respondent ever knew of Petitioner. This evidence strongly indicates that false association was never the Respondent's intent as it was unaware of the Petitioner when the mark

SCHIEDMAYER was first considered for adoption for use on pianos and applied for on the Principal Register.

Second, referring back to the *The University of Notre Dame*, the petitioner argued that the registrant intended to falsely associate their product with the petitioner. 703 F.2d 1372, 217 U.S.P.Q. 505 (Fed. Cir. 1983). In response, the registrant argued that they selected the name while viewing the Cathedral of Notre Dame. *Id* at 510. While the Board treated the registrant as knowing of the petitioner, they found that the knowledge of the petitioner's existence was insufficient, standing alone, to draw an "inference of intent to trade on the University's goodwill." *Id*.

In contrast to the facts in *Notre Dame*, the Respondent at hand only may have known of the Petitioner's existence **after** they filed the trademark application. By the time Respondent may have known, it had already selected the name based upon their information that indicated Rud Ibach & Sohn, through its contract manufacturer Kawai had abandoned the mark. (65 TTABVUE 9). Thus, just as the Federal Circuit found that there was no intent in *The University of Notre Dame*, it should likewise be found that the Respondent did not intend to falsely associate itself or its products with the Petitioner.

- **In determining whether a claim under 15 U.S.C. § 1052(a) exists, 15 U.S.C. § 1052(d) should be considered.**

A likelihood of confusion analysis is relevant when determining whether or not there has been false association. *Morehouse Mfg. Corp. v. J. Strickland & Co.*, 56 C.C.P.A. 946, 407 F.2d 881, 888–889, 160 U.S.P.Q. 715 (1969) (To prove falsely suggest a connection "there would have to exist, at the very least, the same likelihood of confusion with appellant's 'MAGIC'

marks, under section 2(d)”); *Frederick Gash, Inc. v. Mayo Clinic*, 59 C.C.P.A. 1071, 461 F.2d 1395, 1397, 174 U.S.P.Q. 151 (1972) (“The inquiry under [§ 2(a)] is similar to that under § 2(d), 15 U.S.C. § 1052(d), which is likelihood of confusion of the marks as applied to the respective goods and/or services.”).

It is clear from its Brief that the Petitioner is arguing false association under 2(a) of the Lanham Act while ignoring 2(d) of the Lanham Act. This is likely the case as the Petitioner knows that there is can be no likelihood of confusion where the Petitioner has never made a piano, the piano and celesta are two instruments not confused by consumers, the Petitioner’s predecessors expressly abandoned any rights to the SCHIEDMAYER mark for pianos in 1980, and others have been selling SCHIEDMAYER branded pianos since 1980. Because of this, the Petitioner is relying on *The University of Notre Dame*, which “is a tentative and ambiguous foray into incorporating some of the concepts of the right of publicity into Lanham Act § 2(a).” McCarthy, J. Thomas, *McCarthy on Trademarks and Unfair Competition*, Fifth Edition, § 19:76 (Nov. 2018). Indeed, a common-sense approach in the present case clearly indicates that false association cannot be completely divorced from a likelihood of confusion. When the Petitioner’s predecessors sold (or otherwise expressly abandoned) their trademark rights to SCHIEDMAYER in conjunction with pianos in 1980, there is no question that they then lost rights to a claim under section 15 U.S.C. § 1052(d). However, by saying that they still had rights to the mark under 15 U.S.C. § 1052(a) is stating that the Petitioner can enforce a trademark against another user even after selling the mark to the other user. This clearly flies in the face of the contracted for result of the sale of the rights if not basic fairness.

In any event, even if *The University of Notre Dame* is applied in the instant case, the claim of false association still fails. Indeed, just like the false association claim failed in *The University of*

Notre Dame, because the University was not uniquely identified by the respondent's use of the mark because there have been many parties who have made pianos under the brand of SCHIEDMAYER, use of the SCHIEDMAYER mark on pianos does not uniquely identify the instant Petitioner as the source.

- **Conclusion**

In sum, the Petitioner's claim under 15 U.S.C. § 1052(a) fails as the Petitioner's evidence fails to establish any intent of the Respondent to falsely associate with the Petitioner. Petitioner entirely failed to consider a likelihood of confusion of the Respondent's mark and the Petitioner's abandoned mark. Petitioner's evidence also fails to satisfy the four factors for a showing of false association as set forth in *In re Pedersen*.

V. THE RESPONDENT HAS NOT ABANDONED THE SCHIEDMAYER MARK

The Respondent maintains that the question of Abandonment need not be considered as the Petitioner's arguments in their final brief do not mirror those of the Petitioner's amended complaint; however, even if the abandonment argument is considered, it still fails as the Respondent has not abandoned the mark.

To avoid abandonment, a registrant must have bona fide use of their mark in commerce. TMEP § 901.01; 15 U.S.C. § 1127. Absent proof of illegality, a registrant's use of the mark will be considered legal.

In the Petitioner's Final Brief, it is argued that the Respondent abandoned the SCHIEDMAYER mark not because Respondent did not use it, but because such use was illegal. Respondent's evidence shows it has sold or rented approximately \$137,000.00 worth of SCHIEDMAYER branded pianos; thus the Petitioner is not arguing that the Respondent

has not ever used the mark in commerce. Rather, the Petitioner seems to be taking the approach that the mark was used illegally through the Respondent “palming off” its goods on the public to the detriment of Petitioner, or through Respondent’s alleged false association with the Petitioner. As previously explained, this is just a rehashing of the fraud claim Petitioner was previously barred from pursuing in this case because fraud must be shown to show palming off. Petitioner’s arguments regarding illegality of Respondent’s use is erroneous for multiple reasons.

First, regarding the false association, as it has been established herein that there is no false association, the claim of abandonment cannot possibly survive based on the mark being illegally used under 15 U.S.C. 1052(a).

Second, regarding the issue of “palming off,” the Respondent is not palming off its goods on the public as being Petitioner’s goods. It is black letter law that it is not illegal to adopt an abandoned mark previously used by others. Likewise it is not illegal to apply a trademark name to an unbranded, contract manufactured “no-name piano” and sell that piano under that brand. Numerous piano manufacturers including Rud Ibach & Sohn use this technique as they contracted Kawai to build pianos in Japan that were then sold by Ibach as SCHIEDMAYER pianos.

In selecting the mark, the Respondent realized that the mark SCHIEDMAYER for pianos was abandoned by Rud Ibach & Sohn (and all other affiliates) nearly 20 years ago. As history has clearly established, Rud Ibach & Sohn acquired the rights to the SCHIEDMAYER mark for pianos in 1980. There is nothing illegal about adopting a mark which has been previously abandoned by multiple other entities. Further, there is not a shred of evidence in the record that the Respondent was trying to “palm off” their goods as goods

as coming from the Petitioner. Petitioner has not pointed any such evidence, despite Petitioner's arguments that "the evidence is overwhelming that the Defendants herein simply engaged in palming off of no-name cheap pianos by applying thereon a Schiedmayer trademark and representing it to be an authentic Schiedmayer product." (75 TTABVUE 33). While it is evident that the Respondent's practice of purchasing pianos, branding them, and reselling them is repugnant in the eyes of the Petitioner, Petitioner's dislike of the practice does not make it illegal. Indeed, rebranding pianos is a very common practice in the piano industry—common enough that Petitioner specifically asked Mr. Treibitz his opinion on the practice based on documents published on the internet by other parties during his testimonial cross examination (70 TTABVUE). At no time has the Respondent tried to misrepresent to the public that their pianos are German made.

Respondent acknowledges that the Petitioner claims the pianos are offered for sale as "German made products, with reference to German strings, German pin blocks, German keys, and the like." (75 TTABVUE 33). To support this, the Petitioner relies on two advertisements from the Respondent which shows SCHIEDMAYER pianos being advertised and stating that the pianos include German components (such as German strings). (75 TTABVUE 42, 44). The pianos shown in the advertisements did include German strings, a German design, and/or a German pin block. This sales practice is in no way deceptive as these pianos really did include those specific parts manufactured in Germany or designed in Germany. Indeed, if the Respondent really wanted to deceive the public, they would have just put "German Made" on the pianos. However that is not the case—only those components of the piano that were made/designed in Germany were advertised as such. The Petitioner's argument is analogous to stating that if a car includes Italian leather on the seats,

a purchaser would just baldly assume the entire car was made in Italy and was Italian. This is absurd. No rational consumer would not believe they are purchasing a piano made in Germany when it is only advertised as having German strings.

The Petitioner tries to use the deposition of the Glenn Treibitz as proof that the Respondent was engaged in “palming off.” (75 TTABVUE 30). While Glenn Treibitz did state that he knew the brand SCHIEDMAYER had a history, this is in no way evidence that Mr. Treibitz 1) knew of the existence of Petitioner (which the evidence presented already proves he did not at the time of adoption) or 2) intended to fraudulently “palming off” pianos on the public by trading of the Petitioner’s good will. The history the Respondent knew was that Kawai had recently abandoned the mark and no longer made pianos under the SCHIEDMAYER name—making it now available for adoption by Respondent.

The irony of the abandonment claim made by the Petitioner is that **if anyone has abandoned the SCHIEDMAYER mark for use with pianos, it has been the Petitioner’s predecessors.** The facts clearly show that the right to use the brand SCHIEDMAYER was transferred in 1980. While the Petitioner may argue that the rights were never transferred, practically speaking, they absolutely were as evidenced by Rud Ibach & Sohn’s use of the mark for pianos. The rights were also acquired through use in interstate commerce as evidenced by Schiedmayer Pianos, GmbH’s application for the SCHIEDMAYER logo trademark in 1984 for pianos and celestes (65 TTABVUE 155-163). Finally, the ONLY party who apparently took any action to protect its rights *vis a vis* the SCHEDMAYER mark was Steinway & Sons in their opposition to the 1984 application (65 TTABVUE 116-122)—the Petitioner and its predecessors failed entirely to take any action to enforce their supposed rights. While the Petitioner may disagree whether such use was consented to by Petitioner,

mere non-consent does not save trademark rights. Real, actual, and affirmative action to stop the use is required to preserve trademark rights. The record is clear that Rud Ibach & Sohn, along with others, produced SCHIEDMAYER branded pianos starting in 1980. In turn, the public understands that neither the Petitioner or the Petitioner's predecessors have made SCHIEDMAYER pianos since 1980, as the SCHIEDMAYER brand for pianos was owned by/used by others. The Respondent cannot be engaged in "palming off" the Petitioner's good will or products when the Petitioner's predecessors stood by and watched that goodwill expire nearly 40 years ago.

Accordingly, the Respondent has not engaged in illegal use of the mark. It has used the mark just as Rud Ibach & Sohn, Kawai, and all the other companies have done while Petitioner and Petitioner's successors in interest have stood idly by. Accordingly, Respondent has used the lawfully in interstate commerce and cannot have been considered as abandoning the mark. Petitioner's arguments regarding abandonment, therefore, are unavailing, and should be rejected.

VI. LACHES

The claim of false association under 15 U.S.C. § 1052(a) should be dismissed as it is barred by the doctrine of laches. While a successful assertion of the defense of laches requires unreasonable delay in filing suit as well as prejudice to the Respondent due to the delay, other factors should be considered when determining whether the defense of Laches applies, including: "the strength and value of the Petitioner's trademark rights; Petitioner's diligence in enforcing its mark; the harm to Petitioner if relief is denied; whether Respondent acted in good faith ignorance of Petitioner's rights; competition between Petitioner and Respondent; and the harm suffered by

the Respondent because of the Petitioner's delay." *Clamp Mfg. Co. v. Enco Mfg. Co.*, 870 F.2d 512, 515 (9th Cir. 1989).

Unreasonable Delay

While the Petitioner concedes "that a considerable period of time transpired between the constructive notice of the trademark SCHIEDMAYER in the Defendant's trademark application, and the filing of this petition for cancellation," the Petitioner argues that "the Petition for Cancellation was instituted promptly after the Plaintiff first found out about the existence of the Registration, in connection with the filing of its own trademark applications." (75 TTABVue 35). This is patently false in view of the evidence. The Petitioner filed its own trademark applications **after** filing this Petition for Cancellation. Thus, Petitioner clearly knew of Respondent's registration **before** ever filing for their own trademark. Further, in the year 2002, shortly after the Respondent had obtained the domain name for schiedmayer.com and had filed its trademark application for the mark SCHIEDMAYER, Elianne Schiedmayer admittedly called and spoke with Glenn Treibitz on the telephone. While the Respondent understands that the date of laches is calculated from the date of registration, it is unreasonable to think that the Petitioner was clueless to the possibility that an application for registration might exist when she had spoken with the Respondent inquiring into his use of the brand SCHIEDMAYER. At the very least Petitioner should have known that a trademark application may have been filed and been put to inquiry as to whether one existed following the conversation with Mr. Treibitz regarding his intentions with the mark. Accordingly, the Petitioner unreasonably delayed in bringing forth this action.

Prejudice as a Result of the Delay

“Prejudice, however, may be as simple as the development of goodwill built around a mark during petitioner’s delay.” *Christian Broadcasting Network Inc. v. ABS-CBN International*, 84 USPQ2d, 1560, 1573 (TTAB 2007). As explained herein, between the registration of the Respondent’s trademark and the instigation of this cancellation proceeding, the Respondent sold and rented SCHIEDMAYER branded pianos continuously for seven years. Respondent relied on the absence of any opposition being filed, the absence of any communication from Petitioner, and the absence of any evidence of actual confusion to induce it to continue to invest in the mark. Because Petitioner has waited for seven years to notify Respondent of its alleged rights in the mark, the damage to Petitioner now is far greater than it would be if Petitioner had brought the action within three years of the registration date. The delay resulted inevitably in creating prejudice to Respondent, which increased every year Petitioner delayed filing this action.

Strength and Value of Petitioner’s Trademark Rights

As has been established herein, the Petitioner does not have rights in the trademark SCHIEDMAYER in conjunction with pianos as they were expressly abandoned in 1980 by its predecessors in interest. Neither Petitioner nor its predecessors in interest sold any pianos in the United States after that time.

Petitioner’s Diligence in Enforcing its Mark

The Petitioner (and its predecessors in interest) have not only sat idly by while the Respondent engages in the sale of SCHIEDMAYER pianos, but for approximately 34 years prior to the Petitioner filing this petition to cancel, the Petitioner had failed to assert any kind of trademark rights against anyone using the brand SCHIEDMAYER with pianos.

Harm to the Petitioner if Relief is Denied

There will be no harm to the Petitioner if relief is denied as the Petitioner's celestas and glockenspiels and the products of other companies selling SCHIEDMAYER branded pianos have coexisted for the past 40 years. There has been no evidence of harm to the Petitioner due to the coexistence thus far, and as pianos are celestas are different instruments not confused by consumers, there would not be harm to the Petitioner if relief is denied.

Whether Respondent has acted in Good Faith Ignorance of Petitioner's Rights

Not only has the Respondent acted in good faith ignorance of the petitioner's rights, the evidence proves that Respondent has confirmed that the Petitioner has no rights to the name SCHIEDMAYER for pianos as has been established herein.

Competition between Petitioner and Respondent

As has been established herein and within the record evidence, the Petitioner manufactures and sells celestas and glockenspiels while the Respondent sells pianos. A celesta and a piano are two separate instruments. The sounds are not confusingly similar as admitted by Petitioner. (65 TTABVUE 4-5). Any purchaser of a piano or celesta (or a glockenspiel) would not be confused between them because of the distinct sound difference between the instruments as established in the evidence of record. Thus, the Respondent is not actually in competition with the Petitioner.

Accordingly, as the Petitioner has made inexcusable delay in instigating this action and the Respondent has been harmed by this delay, in combination with the fact that the Petitioner does not have rights in the mark SCHIEDMAYER in conjunction with pianos, and that the Petitioner never enforced the SCHIEDMAYER mark in conjunction with pianos between 1980-2014, the Petitioner will not be harmed by the current SCHIEDMAYER registration. Since the

Respondent and Petitioner are further not in competition, the defense of laches should be applied and the claim under 15 U.S.C. § 1052(a) should be barred.

VII. SUMMARY

The Respondent legally obtained U.S. Trademark Registration No. 3340759 for the mark SCHIEDMAYER to be used with pianos. In obtaining the registration, the United States Patent and Trademark office considered the issue of false association and conclusively decided that there would be no false association with the Petitioner. This action is and has been at all times a frivolous attempt to needlessly resurrect losing issues that were long ago resolved and laid to rest.

No doubt, the Petitioner, including Elianne Schiedmayer, is passionate about the history of the Schiedmayer family and its current status in the keyboard instrument industry. However, passion does not give those who feel it the ability to re-write history. What matters in trademark law is what one actually does with a mark—it is not what one feels entitled to possess based on family heritage. Petitioner must live with the actions of itself and its predecessors—it must live with the result of what it abandoned and gave up decades ago.

In view of the foregoing, it is respectfully requested that this cancellation proceeding be dismissed.

Dated: January 14, 2019

Respectfully submitted,
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CERTIFICATE OF SERVICE

It is hereby certified that one (1) copy of the foregoing RESPONDENT'S FINAL BRIEF is being sent via email to Petitioner Schiedmayer Celesta GmbH's attorney of record as follows:

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Dated: January 14, 2019

_/s/ Adam Stephenson_____

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

Proceeding	92061215
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Attachments	Reply Brief 01.25.19.pdf(86760 bytes)

UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL & APPEAL BOARD

Schiedmayer Celesta GmbH,)
)
 Petitioner,)
)
 -against-)
)
 Piano Factory Group, Inc. and)
 Sweet 16 Musical Properties, Inc.)
)
 Registrants.)
 _____)

Cancellation No. 92/061,215
Reg. No.: 3,340,759
Mark: SCHIEDMAYER

PLAINTIFF'S REPLY BRIEF

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PLAINTIFF'S REPLY BRIEF

In this Reply Brief, it is the intention of the Plaintiff to concisely respond to various of the arguments advanced by the Defendant in its Main Brief:

DEFENDANT'S MAIN BRIEF CONTAINS FUNDAMENTAL EVIDENTIARY ERRORS RESULTING IN DEFENDANT'S ARGUMENTS BECOMING BOTH CONFUSING AND MISLEADING

Defendant's Reliance Upon Printed Publications.

At the outset of its Brief, Defendant states the following:

"In order to evaluate the true history of and relationship of Petitioner to the manufacture of piano forte instruments (pianos), the Respondent has turned to authoritative texts on piano and piano manufacturer history, including, the *Pierce Piano Atlas* (66TTABVUE7) and the volume *Piano: and Encyclopedia* taken from *The Encyclopedia of Keyboard Instruments*. (66TTABVUE8).

Defendant thereafter proceeds, page after page, to extrapolate erroneous facts set forth in the subject publications.

More specifically, these publications purport to state that in or about 1980, Plaintiff sold its piano business to another company called Rud. Ibach & Sohn (Ibach).

These printed publications and others were mentioned in the Testimonial Declaration of Glenn Treibitz, who himself has no personal knowledge whatsoever as to what may or may not have transpired some 40 years ago. (66TTABVUE5)

The problem with Defendant's recitation of facts, based upon these printed publications, is that printed publications are not competent as to the truth of the matters stated therein:

"The article is not admissible to prove the truth of its contents."

- *Seaguard Corp. v Seaward Int'l, Inc.*, 223 USPQ 48, 49 n.4 (TTAB 1984).

"The magazine articles and the article from Barron's are hearsay in nature and thus are probative not for the truth of the matters contained therein..."

- *Logicon, Inc. v Logisticon, Inc.*, 205 USPQ 767, 768 n.6 (TTAB 1980).

"Printed publications are probative not for the truth of the matters contained therein."

- *Guide to TTAB Practice, Handleman* 2013-1 Supplement, 17-70

In fact, for what it is worth, the statements made in the publications cited by Defendant are untrue. The correct facts are to be found in the Declarations of Plaintiff Elianne Schiedmayer in her main Testimonial Declaration (38TTABVUE5) and her Rebuttal Declaration (73TTABVUE1,2), in which Elianne Schiedmayer, having

personal knowledge of the true facts, states that no sale ever took place but rather a short lived joint venture took place during which no rights, including trademark rights, were ever transferred to Ibach.

Defendant's repeated references to the truth of the statements made in printed publications so permeates and infects Defendant's Brief as to render same manifestly confusing and misleading and of limited value.

Defendant's Statement as to Sales and Promotion.

At page 8 of Defendant's Brief, Defendant copies the approximate sales and rental figures by year to the best of Respondent's information and belief (66TTAB VUE10, 70TTABVUE22-23).

However, Defendant's reconciliation of sales is without value and should be stricken as hearsay because it is "approximate" and also based upon "information and belief."

The records are not based upon any books and records of the Defendant, but rather upon the recollection of the declarant.

This does not constitute an exception to Federal Rule of Evidence Sec. 803 indicating exceptions to hearsay.

First, the recitation is approximate. Second, it is based upon information and belief:

DEFINITION: Information and belief "...in which the person making the statement or allegation qualifies it. In effect, he/she says "I am only stating what I have been told and I believe it."

- Law.com Definitions:

This is classic hearsay and is not an exception to the business records exception of the Federal Rules of Evidence.

Accordingly, Defendant's recitation of its sales, if any, should be ignored in all respects. It is further noted that the Defendant did not even attempt to indicate any expenses whatsoever regarding promotion, if any, of the Schiedmayer brand and it can be safely assumed that no such expenses existed.

On the other hand, Plaintiff has submitted of record numerous advertisements and literally hundreds of invoices of sales of Celestas over decades.
(38TTABVUE EX.E,F)

The Date of Filing of Plaintiff's Petition to Cancel.

Defendant correctly indicates that the Petition to Cancel was filed on April 1, 2015 and Applicant's first of two trademark applications was filed the following day on April 2, 2015. This is because the Plaintiff only learned of the existence of the offending

registration in connection with preparation to file its own trademark application for its own name.

Difference Between a Piano and a Celesta.

Defendant's assertion that there are meaningful differences between a piano and a celesta makes no sense. A person looking at a celesta could not discern it from a piano. The respective instruments look identical and are identical in all respects, except that in a celesta the felt hammer strikes a plate instead of a wire. A celesta is de facto a piano and the goods in this case are virtually identical.

Also, Defendant repeatedly asserts that Plaintiff also manufactures a glockenspiel. Plaintiff only occasionally manufactures a keyboard glockenspiel which is also visually identical to a piano.

PLAINTIFF'S PROOFS AND ARGUMENTS ARE FULLY SUPPORTED BY ITS
PLEADINGS

Abandonment.

It is correct that Plaintiff did not plead palming off. There is no requirement that Plaintiff plead palming off. Palming off is not the basis of Plaintiff's claim. Plaintiff asserted in its pleadings that the mark SCHIEDMAYER was not used in commerce by the Defendant. The Defendant then submitted proof which, if it established use at all, established only that Defendant was unlawfully and improperly utilizing the SCHIEDMAYER trademark by palming off the product. Plaintiff then

asserted that Defendant had never proven use in commerce because palming off does not constitute bona fide use in commerce.

Accordingly, Plaintiff's arguments are fully consistent with its pleadings.

False Association.

Defendant does not even argue that Plaintiff's pleadings do not support false association. They certainly do.

Defendant asserts that the mark SCHIEDMAYER does not point uniquely and unmistakably to the Plaintiff.

The best that Defendant can do in response is to refer to the alleged transaction with Ibach which first of all was never proven. At best that transaction, some 40 years ago was a joint venture which failed and in which no rights were ever transferred to Ibach. In any event, the Plaintiff had been selling and promoting the celesta product for many years prior to any such joint venture as can be seen from the dates on the invoices for celestas which date back to 1934. (73TTABVUE EX.A,B)

Defendant argues that Plaintiff has not shown sufficient fame and reputation at the time of registration, 2007, but it is not possible to ascribe much sense to the arguments supporting same.

The fact is that all of the factors presented by the Plaintiff in its Main Brief existed in 2007, except for the Wikipedia and internet proof that was properly submitted, with an explanation.

Intent.

Intent is a very powerful element in support of false association. Defendant's arguments to the contrary make no sense.

The plain fact is that Defendant selected deliberately the Schiedmayer name knowing that it had previously been used in connection with pianos and keyboard musical instruments and knowing full well that it had a history. Intent here is self-evident and is a powerful influence supporting false association.

Likelihood of Confusion.

Likelihood of confusion in this case is a given. The product is, for all practical purposes identical, and the trademark which is an unusual name, is also identical.

In fact, it is still an open question as to whether likelihood of confusion is required, although likelihood of confusion surely does exist in this case:

“Evolving out of the rights of privacy and publicity, the false suggestion of a connection under § 2(a) of the Trademark

Act was intended to preclude registration of a mark which conflicts with another's rights, *even though not founded on the familiar test of likelihood of confusion.* [*Notre Dame*, 217 USPQ @ 509].”

- *BD. of TRS. of Univ. of Ala. v Pitts*, 107 USPQ 2d 2001, 2025 (TTAB 2013). emphasis supplied

In any event likelihood of confusion is so blatant in this case that it should be considered as inevitable.

In this respect, it is noted that if the marks and the goods of parties are so similar that confusion is not only likely but inevitable, laches is not available as a defense. See:

“Ultra-White Co., Inc. v Johnson Chemical Industries, Inc., 175 USPQ 166, 167 (CCPA 1972).

Defendant's Use, if Any, of the Mark SCHIEDMAYER.

The Defendant admits that its use of the mark SCHIEDMAYER, if any, is “repugnant.” (73TTABVUE27)

What is significant in Defendant's arguments in this respect is that Defendant carefully avoids a flat denial of palming off. That is, nowhere does Defendant ever flatly deny that it sells a cheap no-name piano manufactured in some town in China, as a genuine, German made Schiedmayer piano which has a history of some 300 years of fine piano making.

LACHES

In its Main Brief, Plaintiff cited case after case for the proposition that laches is a two-pronged equitable defense. Apart from showing that the delay was unreasonable, it is incumbent upon the party seeking to prove laches to also prove detriment to the Defendant as a result of the delay.

Nowhere does Defendant assert any detriment whatsoever.

Defendant cites *Clamp Mfg. Co. v Enco Mfg. Co.*, 870 F.2d 512, 55 (Nth. Cir. 1989).

However, at *Clamp*, although the Plaintiff did engage in substantial sales, the Ninth Circuit upheld the District Court's rejection of the Laches defense precisely because there was no sufficient detriment shown to the party asserting laches.

The only decision cited by the Defendant as to prejudice as a result of the delay is *Christian Broadcasting Network Inc. v ABS-CBN International*, 84 USPQ 2d 1560,1573, TTAB 2007.

However, at *Christian*, in addition to unreasonable delay, the Respondent's total number of subscribers grew to 200,000 and their satellite subscribers grew to 80,000. In addition, the Respondent's satellite distribution network grew from 300 dealers to 70,000 dealers.

Christian is therefore irrelevant because at *Christian* the Respondent engaged in very, very substantial growth of its trade over an extended period of time.

Here, we do not know whether in fact the Defendant ever sold a single Schiedmayer piano as we have only approximate limited sales. Additionally, the Defendant admitted in its Testimonial Declaration that basically all it ever did was buy a no name piano, slap on a SCHIEDMAYER trademark and sell it as a German made Schiedmayer piano. This is not the stuff of which Laches is made.

Schiedmayer is a Surname and This Factor Mitigates in Favor of False Association.

Defendant argues that false association should not exist because the mark involved, SCHIEDMAYER, is a surname. However, this argument belies a complete ignorance of the fundamental theory supporting false association as follows:

Although not articulated as such, it appears that the drafters sought by § 2(a) to embrace concepts of the right to privacy...it is a right of this nature, *a right to control the use of ones identity*, which the university also asserts under § 2(a).

- *University of Notre Dame du Lac v J.C. Gourmet Food Imports Co. Inc.*, 703 F.2d 1372, 1375, 217 USPQ 505, 508 (Fed. Cir. 1983). emphasis supplied

Indeed, the name Schiedmayer, is the *identity* of the Plaintiff and the *identity* of the President of the Plaintiff, Elianne Schiedmayer, and has been the *identity* of the Plaintiff for the past 300 years.

Plaintiff's Response to Interrogatory No. 7 was Complete and Correct.

Defendant asserts that Plaintiff's Response to Interrogatory 7 (65TTABVUE3) was somehow incorrect. The Interrogatory and the response are set forth below:

INTERROGATORY NO. 7 – Did an agent/Person otherwise affiliated with the Petitioner contact Glenn Treibitz via telephone during the pendency of the application which matured into the SCHIEDMAYER registration sought to be cancelled to ***inquire about the application?*** (emphasis supplied)

ANSWER: No

The answer is 100% correct. There was never any inquiry made as to the application, since Elianne Schiedmayer was entirely unaware of the existence of the application, and therefore never made any inquiry with respect thereto.

Defendant should be more careful before impugning the integrity of the Plaintiff.

Summary

The facts of this case make it plainly clear that Defendant appropriated Plaintiff's mark SCHIEDMAYER for the sole purpose of trading upon the goodwill and reputation of Plaintiff's name and valued trademark, having originated some 300 years ago.

Even the USPTO Trademark Examiner prosecuting Defendant's application immediately understood that false association exists. Had the Applicant honestly replied, no registration would ever have issued.

Additionally, Defendant has avoided a flat denial that it is and has been engaging in palming off of Plaintiff's reputation. Any such use plainly does not rise to the level of Bona Fide Use in Commerce and therefore the Registration should be considered abandoned as well.

Finally, Defendant has not submitted one scintilla of evidence with respect to detriment resulting from any delay in bringing this proceeding. On the contrary, Defendant has not submitted any evidence as to promotional activities and its sales figure, which are meager to start with, do not support any form of detriment and are in any event inadmissible.

For all of the above reasons, the subject registration should be cancelled forthwith.

Respectfully submitted,



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CERTIFICATE OF SERVICE

It is hereby certified that a true and complete copy of the attached document was served upon counsel for the Respondents at his email address of record:

adam@iptech.law

This 25 day of January, 2019.

/Michael J. Striker/

Michael J. Striker

**UNITED STATES COURT OF APPEALS
FOR THE FEDERAL CIRCUIT**

**Piano Factory Group, Inc., Sweet
16 Musical Properties, Inc.**

Appellant,

v.

Appeal No. 2020-1196

Schiedmayer Celesta GmbH,

Appellee.

Re: TTAB Cancellation No. 92061215

NOTICE FORWARDING CERTIFIED LIST

A notice of appeal to the United States Court of Appeals for the Federal Circuit was timely filed on November 18, 2019, in the United States Patent and Trademark Office (USPTO), in connection with the above-identified cancellation proceeding. Pursuant to 15 U.S.C. § 1071(a)(3) and Federal Circuit Rule 17(b)(1), the USPTO is today forwarding, to counsel for Appellant and Appellee, a certified list of documents comprising the record in the USPTO.

Respectfully submitted,

ANDREI IANCU

Under Secretary of Commerce for Intellectual
Property and Director of the United States Patent
and Trademark Office

Date: January 14, 2020

By: /s/ Timaka R. Jarrell

Timaka R. Jarrell

Paralegal Specialist

Mail Stop 8, P.O. Box 1450

Alexandria, Virginia 22313-1450

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CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the above and foregoing NOTICE FORWARDING CERTIFIED LIST has been served via U.S. mail and electronic mail on pro se Appellant and counsel for Appellee this 14th day of January, 2020 as follows:

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Paralegal Specialist

**U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office**

January 14, 2020

(Date)

THIS IS TO CERTIFY that the annexed is an accurate statement of the content entries in the file of the trademark cancellation proceeding identified below. The list was taken from the TSDR and TTABvue electronic databases of this Office and comprises the record before the United States Patent and Trademark Office.

Piano Factory Group, Inc., Sweet 16 Musical Properties, Inc.,

v.

Schiedmayer Celesta GmbH

Cancellation No. 92061215

Registration No. 3,340,759

Mark: SCHIEDMAYER

By authority of the

DIRECTOR OF THE UNITED STATES
PATENT AND TRADEMARK OFFICE



/s/ Timaka R. Jarrell

Certifying Officer

HISTORY OF CANCELLATION NO. 92061215
Federal Circuit Appeal No. 2020-1196
Mark: SCHIEDMAYER

DATE	DESCRIPTION
04/01/2015	PETITION FOR CANCELLATION
04/07/2015	NOTICE AND TRIAL DATES SENT; ANSWER DUE:
05/09/2015	ANSWER
06/08/2015	PETITIONER'S MOTION FOR DEFAULT JUDGMENT
06/16/2015	RESPONDENT'S OPP/RESP TO MOTION
06/23/2015	PETITIONER'S OPP/RESP TO MOTION
07/06/2015	ORDER: PROCEEDINGS SUSPENDED
07/14/2015	CHANGE OF CORRESP ADDRESS
07/14/2015	RESPONDENT'S AFFIDAVIT
07/15/2015	PETITIONER'S ADDENDUM TO MOTION FOR DEFAULT JUDGMENT
09/29/2015	ORDER: MOTION FOR DEFAULT JUDGMENT DENIED/TRIAL DATES RESET
01/07/2016	PETITIONER'S MOTION TO AMEND PLEADING /AMENDED PLEADING
07/21/2016	RESPONDENT'S OPP/RESP TO MOTION
02/02/2016	P REPLY IN SUPPORT OF MOTION
02/02/2016	ORDER: PROCEEDINGS SUSPENDED
04/22/2016	ORDER: PROCEEDINGS RESUMED
05/10/2016	PETITIONER'S MOT TO AMEND PLEADING/AMENDED PLEADING
05/12/2016	PETITIONER'S REQUEST FOR RECONSIDERATION
05/24/2016	PETITIONER'S MOTION TO SUSPEND
05/31/2016	RESPONDENT'S MOTION TO DISMISS: FRCP 12(B)
06/13/2016	PETITIONER'S OPP/RESP TO MOTION
06/23/2016	RESPONDENT'S REPLY IN SUPPORT OF MOTION
07/14/2016	RESPONDENT'S PETITION TO DISQUALIFY PETITIONER'S ATTORNEY
07/22/2016	PETITIONER'S MOT FOR SUMMARY JUDGMENT
07/26/2016	PETITIONER'S OPP/RESP TO MOTION TO DISQUALIFY PETITIONER'S ATTORNEY
07/27/2016	PETITIONER'S MOTION TO SUSPEND PENDING DISPOSITION OUTSTANDING MOTION FOR SUMMARY JUDGMENT

DATE	DESCRIPTION
07/30/2016	RESPONDENT'S REPLY IN SUPPORT OF MOTION TO DISQUALIFY PETITIONER'S ATTORNEY
08/01/2016	PETITIONER'S ADDENDUM TO MOTION FOR SUMMARY JUDGMENT
08/01/2016	ORDER: PROCEEDINGS SUSPENDED
08/27/2016	RESPONDENT'S OPPOSITION/RESPONSE TO MOTION FOR SUMMARY JUDGMENT
09/06/2016	PETITIONER'S REPLY IN SUPPORT OF MOTION FOR SUMMARY JUDGMENT
12/21/2016	ORDER: PETITIONER'S MOTION FOR SUMMARY JUDGMENT DENIED
01/03/2017	PETITIONER'S MOTION TO AMEND PLEADING/AMENDED PLEADING
02/02/2017	ANSWER
02/02/2017	CHANGE OF CORRESP ADDRESS
05/23/2017	PETITIONER'S NOTICE OF RELIANCE
05/24/2017	PETITIONER'S TESTIMONY DECLARATION OF ELIANNE SCHIEDMAYER AND EXHIBITS A-I
05/24/2017	PETITIONER'S TESTIMONY: EXHIBITS J-K TO ELIANNE SCHIEDMAYER DECLARATION
05/24/2017	PETITIONER'S TESTIMONY DECLARATION OF OLGA FUCHS AND EXHIBITS A-I
05/24/2017	PETITIONER'S TESTIMONY DECLARATION OF HELGA KASIMOFF AND EXHIBITS
05/24/2017	PETITIONER'S TESTIMONY: DISCOVERY DEPOSITION OF GLENN TREIBITZ AND EXHIBITS
06/08/2017	RESPONDENT'S MOTION TO STRIKE TESTIMONY
06/08/2017	RESPONDENT'S NOTICE TO TAKE TESTIMONY
06/20/2017	PETITIONER'S OPPOSITION/RESPONSE TO MOTION TO STRIKE
06/20/2017	PETITIONER'S OBJECTION TO RESPONDENT'S NOTICE TO TAKE TESTIMONY
06/22/2017	ORDER: PROCEEDINGS SUSPENDED
06/29/2017	RESPONDENT'S REPLY IN SUPPORT OF MOTION TO STRIKE EVIDENCE
06/29/2017	PETITIONER'S RESPONSE TO PETITIONER'S OBJECTION TO TAKE TESTIMONY
07/11/2017	PETITIONER'S REPLY IN SUPPORT OF OPPOSITION TO RESPONDENT'S NOTICE TO TAKE TESTIMONY

DATE	DESCRIPTION
08/16/2017	ORDER: RESPONDENT'S MOTION TO STRIKE DENIED; PETITIONER'S OBJECTION TO NOTICE TO TAKE TESTIMONY DENIED IN-PART, GRANTED-IN-PART; RESPONSE DUE
08/30/2017	RESPONDENT'S RESPONSE TO BOARD ORDER: AMENDED NOTICE TO TAKE TESTIMONY
09/12/2017	PETITIONER'S MOTION TO STRIKE RESPONDENT'S AMENDED NOTICE TO TAKE TESTIMONY
09/12/2017	PETITIONER'S CHANGE OF CORRESP ADDRESS
06/18/2017	RESPONDENT'S CHANGE OF CORRESP ADDRESS
09/26/2017	RESPONDENT'S OPPOSITION/RESPONSE TO MOTION TO STRIKE AND CROSS-MOTION TO STRIKE TESTIMONY EVIDENCE
10/10/2017	PETITIONER'S REPLY IN SUPPORT OF MOTION TO STRIKE AND OPPOSITION TO CROSS-MOTION TO STRIKE
10/25/2017	RESPONDENT'S REPLY IN SUPPORT OF CROSS-MOTION TO STRIKE TESTIMONY
10/25/2017	RESPONDENT'S EXHIBIT 1 TO RESPONDENT'S REPLY IN SUPPORT OF CROSS-MOTION TO STRIKE TESTIMONY
12/12/2017	ORDER: PROCEEDINGS SUSPENDED
01/30/2018	ORDER: MOTIONS DENIED AS MOOT; RESPONSE DUE
04/03/2018	PETITIONER'S RESP TO BD ORDER/INQUIRY
04/10/2018	ORDER: TRIAL DATES RESET
04/10/2018	ORDER: TRIAL DATES RESET
06/18/2018	RESPONDENT'S NOTICE OF RELIANCE
06/25/2018	RESPONDENT'S TESTIMONY DECLARATION OF RUSSELL KASSMAN
07/05/2018	PETITIONER'S NOTICE OF ELECTION TO TAKE ORAL CROSS EXAMINATION OF GLENN TREIBITZ
07/05/2018	PETITIONER'S MOTION FOR SUSPENSION OF PROCEEDINGS WITHOUT CONSENT
07/30/2018	ORDER: MOTION GRANTED; TRIAL DATES RESET
08/21/2018	PETITIONER'S NOTICE OF FILING TESTIMONY
09/06/2018	PETITIONER'S NOTICE OF FILING TESTIMONY
10/09/2018	PETITIONER'S NOTICE OF RELIANCE =
10/09/2018	PETITIONER'S REBUTAL DECLARATION OF ELIANNE SCHIEDMAYER

DATE	DESCRIPTION
10/09/2018	PETITIONER'S REBUTTAL DELCARATION OF MICHAEL FLOYMAYR
12/12/2018	PETITIONER'S TRIAL BRIEF IN SUPPORT OF PETITIONER FOR CANCELLATION
01/14/2019	RESPONDENT'S TRIAL BRIEF
01/25/2019	PETITIONER'S REBUTTAL BRIEF
09/25/2018	BOARD DECISION
11/08/2019	NOTICE OF APPEAL TO FEDERAL CIRCUIT (ESTA FILING COVER PAGE)
11/18/2019	NOTICE OF APPEAL TO FEDERAL CIRCUIT

PROSECUTION HISTORY OF SERIAL NO. 78157552
(Registration No. 3340759)
Federal Circuit Appeal No. 2020-1196
Mark: SCHIEDMAYER

DATE	DESCRIPTION
08/24/2002	DUPLICATE APPLICATION
08/24/2002	DUPLICATE DRAWING
08/24/2002	APPLICATION
08/24/2002	DRAWING
01/14/2003	XSEARCH SEARCH SUMMARY
01/21/2003	E-MAIL OUTGOING
01/21/2003	NON-FINAL OFFICE ACTION
06/25/2003	RESPONSE TO OFFICE ACTION
06/25/2003	RESPONSE TO OFFICE ACTION
06/25/2003	CHANGE OF CORRESPONDENCE ADDRESS
07/10/2003	TRADEMARK EXAMINATION WORKSHEET
09/12/2003	E-MAIL OUTGOING
09/12/2003	NON-FINAL OFFICE ACTION
03/15/2004	RESPONSE TO OFFICE ACTION
03/15/2004	RESPONSE TO OFFICE ACTION
03/22/2004	FILE JACKET
06/02/2004	NOTICE OF PUBLICATION
09/14/2004	NOTICE OF ALLOWANCE
03/14/2005	EXTENSION OF TIME TO FILE SOU
04/07/2005	NOTICE OF APPROVAL OF EXTENSION REQUEST
10/12/2005	PETITION TO REVIVE ABANDONED APPLICATIONSOU
10/12/2005	NOTICE OF REVIVAL OF APPLICATION
10/20/2005	NOTICE OF APPROVAL OF EXTENSION REQUEST
03/14/2006	SOU EXTENSION REQUEST
03/16/2006	NOTICE OF APPROVAL OF EXTENSION REQUEST
09/11/2006	SOU EXTENSION REQUEST
09/13/2006	NOTICE OF APPROVAL OF EXTENSION REQUEST
03/13/2007	SOU EXTENSION REQUEST
03/15/2007	NOTICE OF APPROVAL OF EXTENSION REQUEST
09/10/2007	SPECIMEN
09/10/2007	STATEMENT OF USE
09/14/2007	XSEARCH SEARCH SUMMARY
09/15/2007	TRADEMARK SNAP SHOT PUBLICATION STYLESHEET

DATE	DESCRIPTION
09/15/2007	TRADEMARK SNAP SHOT ITU UNIT ACTION
10/16/2007	TRADEMARK SNP SHOT PUBLICATION & ISSUE REVIEW STYLESHEET
10/16/2007	NOTICE OF ACCEPTANCE OF STATEMENT OF USE
11/20/2007	REGISTRATION CERTIFICATE
08/09/2013	REVOCAION OF ATTORNEY/DOMESTIC REPRESENTATION AND/OR APPOINTMENT OF ATTORNY/DOMESTIC REPRESENTATIVE
08/27/2013	CHANGE OF OWNER ADDRESS
04/18/2014	COMBINED DECLARATION OF USE AND INCONTESTABILITY UNDER SECTIONS 8 AND 15
04/18/2014	SPECIMEN
05/06/2014	NOTICE OF ACCEPTANCE UNDER SECTION 8 AND NOTICE OF ACKNOWLEDGEMENT UNDER SECTION 15
11/20/2016	COURTESY E-REMINDER OF SEC. 8/SEC. 9
10/02/2017	COMBINED DECLARATION OF USE FOR RENEWAL OF REGISTRATION OF MARK UNDER SECTIONS 8 AND 9
10/02/2017	SPECIMEN
11/09/2017	CHANGE OF ADDRESS
11/09/1027	NOTICE OF ACCEPTANCE UNDER SECTION 8 AND NOTICE OF REGISTRATION RENEWAL UNDER SECTION 9
08/22/2019	CHANGE OF ADDRESS

CERTIFICATE OF FILING AND SERVICE

I hereby certify that on this 24th day of July, 2020, as required by Federal Rule of Appellate Procedure 25(c)(2) and the Court's May 17, 2012 Administrative Order Regarding Electronic Case Filing, the foregoing Corrected Joint Appendix, Volume II was served on all counsel of record via the Court's electronic filing system..

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