

ESTTA Tracking number: **ESTTA540978**

Filing date: **05/31/2013**

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

Proceeding	77893997
Applicant	Geske, AndrÃ©
Applied for Mark	BACI LINGERIE
Correspondence Address	Brian C. Harrison The Law Firm of Brian Harrison 2300 M Street, N.W.Suite 800 Washington, DC 20037 UNITED STATES Brianoplus@aol.com
Submission	Notice Of Assignment Of Application
Attachments	Baci-Notification of Assignment-Executed.pdf(38713 bytes) Baci-Notification of Assignment-Exhibit A-Executed.pdf(197910 bytes)
Filer's Name	Brian C. Harrison
Filer's e-mail	Brianoplus@aol.com
Signature	/BCH/
Date	05/31/2013

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

IN RE APPLICATION OF: :

APPLICANT: **ANDRE GESKE** :

MARK: **BACI LINGERIE (STYLIZED)** :

SERIAL NO. : **77/893997** :

:

NOTICE OF ASSIGNMENT OF APPLICATION

Pursuant to TBMP § 124, and the authorities cited therein, The Next Adventure LLC, a Delaware limited liability company having an address of 59 Lake Drive, Hightstown, New Jersey (“The Next Adventure”), and acting as assignee of the mark which is the subject of federal application serial number 77/893997, together with the application for registration of such mark, hereby provides notification that the referenced application has been assigned to The Next Adventure.

The Next Adventure states that it is the assignee of the entire right, title and interest in the mark which is the subject of federal application serial number 77/893997, together with the application for registration of such mark. The Next Adventure submits proof of the assignment attached as Exhibit

A hereto.

Respectfully submitted,

By: 

Brian C. Harrison, Esq.
THE LAW FIRM OF BRIAN HARRISON
2300 M Street, N.W.
Suite 800
Washington, DC 20037
(202) 416-1688

May 31, 2013

Attorney for Applicant by Assignment

EXHIBIT A

STATEMENT UNDER 37 CFR 3.73(b)

APPLICANT: ANDRE GESKE

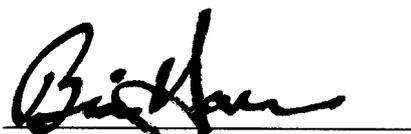
TRADEMARK APPLICATION SERIAL NO. 77/893,997

MARK: BACI LINGERIE (STYLIZED)

The Next Adventure LLC, a Delaware limited liability company having an address of 59 Lake Drive, Hightstown, New Jersey, states that it is the assignee of the entire right, title and interest in the mark which is the subject of federal application serial number 77/893,997, together with the application for registration of the mark.

Attached hereto is documentary evidence of a chain of title by assignment on July 26, 2012 of federal application serial number 77/893,997 from Mr. Geske to The Next Adventure LLC.

The undersigned, as attorney for assignee, is authorized to act on behalf of assignee in submitting the attached proof of assignment in this proceeding.



Brian C. Harrison
Attorney for Assignee

Date: May 30, 2013

3.3. TRANSFER OF BACI LINGERIE AND ROCKSTARS.COM INTELLECTUAL PROPERTY. Concurrent with the Closing, Geske shall assign and transfer all of his right, title and interest(s) in and to the trademarks, trademark applications, copyrights, logos, service marks, trade dress, brand names, other indicia of goods and services, and domain names, whether registered or unregistered, relating to "Baci Lingerie" and "Rockstars.com" (collectively, the "Baci and Rockstars Intellectual Property") to the Buyer in consideration of the sum of One Dollar (U.S.\$1.00) and the Buyer's agreement (which it hereby agrees) to pay the outstanding legal fees and expenses relating to the Baci and Rockstars Intellectual Property in the amounts set forth on *Section 3.3(a) of the Disclosure Schedules*. Set forth on *Section 3.3(b) of the Disclosure Schedules* is a complete listing of each jurisdiction where Baci Lingerie has been granted a trademark. Set forth on *Section 3.3(c) of the Disclosure Schedules* is a complete listing of all jurisdictions where there is a pending application for trademark of Baci Lingerie. Set forth on *Section 3.3(d) of the Disclosure Schedules* is a complete listing of all internet domain names, whether or not trademarks, registered in any generic top level domain by any authorized private registrar or governmental authority, which is owned by Geske and which is or has been used to market products sold by the Company.

Geske represents and warrants that he is the owner(s) of the Baci and Rockstars Intellectual Property, free and clear of any Encumbrances. Geske is hereby, concurrent with the Closing, assigning to the Buyer, or the assigns of Buyer, all of his rights relating to the Baci and Rockstars Intellectual Property. Promptly following the Closing, Geske agrees to execute and deliver such further instruments as may from time to time be necessary to fully assign and transfer his interest in the Baci and Rockstars Intellectual Property to the Buyer or its assigns, provided that Buyer shall be responsible for all costs and expenses associated with any assignment of Geske's interest in the Baci and Rockstars Intellectual Property to the Company, including, but not limited to, attorneys' fees. Geske agrees to use his commercially reasonable efforts to execute and deliver all such further instruments within the next forty-five (45) days to effectuate the terms of this Section 3.3. The Buyer shall be responsible for the filing (and associated costs) of all such instruments with the appropriate governmental authorities.

IN WITNESS WHEREOF, the parties have executed or duly caused the execution of this Agreement as of the date first above written.

SELLER:

Internetsupport Bielefeld GmbH

By: _____
Name: Andre Geske
Title: _____

BUYER:

The Next Adventure LLC

By: _____
Name: Frank Koretsky
Title: _____

The undersigned hereby join in this Agreement for the limited purposes set forth in Section 9.15 hereof.

Andre Geske, individually

Frank Koretsky, individually

IN WITNESS WHEREOF, the parties have executed or duly caused the execution of this Agreement as of the date first above written.

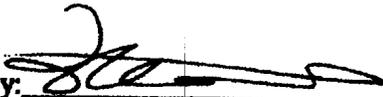
SELLER:

Internetsupport Bielefeld GmbH

By: _____
Name: Andre Geske
Title: _____

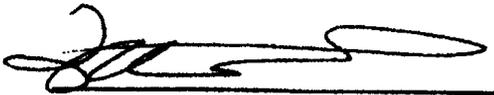
BUYER:

The Next Adventure LLC

By: 
Name: Frank Koretsky
Title: managing Member

The undersigned hereby join in this Agreement for the limited purposes set forth in Section 9.15 hereof.

Andre Geske, individually



Frank Koretsky, individually

TRADEMARK ASSIGNMENT

This Trademark Assignment (the "Assignment") is made effective as of July 26, 2012 (the "Effective Date") by and between Andre Geske, an individual residing at Muhlenkamp 11, 32312 Lubbecke, Federal Republic of Germany ("Assignor"), and The Next Adventure LLC, a Delaware limited liability company with an address at 59 Lake Drive, Hightstown, New Jersey 08520 ("Assignee").

RECITALS

Whereas, Assignor owns and is authorized to assign, grant, transfer, and convey all rights in and to the marks BACI LINGERIE and ROCKSTARS.COM, together with all applications for registration of such marks, including US Application Serial Numbers 77893997, 85105956, and 85343528, and together with any and all registrations for such marks, including their renewals and renewal rights, and any and all names, titles, symbols, designs, copyrights, artwork, and elements embodied in or derived from such marks or their use or display (all collectively referred to herein as the "Property"); and

Whereas, Assignee desires to obtain from Assignor all of Assignor's right, title, and interest in and to the Property, and Assignor is willing to transfer such right, title, and interest to Assignee;

ASSIGNMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

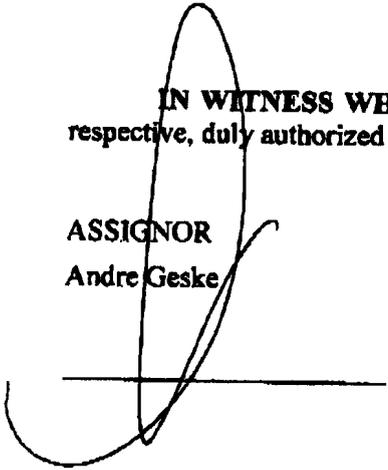
Assignor hereby sells, assigns and transfers to Assignee, and its successors and assigns, the entire right, title, and interest in and to the Property, together with all goodwill of the business symbolized by or associated with the Property and together with the sale and transfer of Applicant's business to Assignee as a purchaser of and successor to the ongoing and existing business to which the Property pertains; and

Assignor agrees to execute any instruments or papers and to perform such other proper acts as may be required to secure to Assignee or its designee such assignment and the rights specified herein; and

Assignee hereby accepts the assignment of such right, title, and interest as specified herein.

IN WITNESS WHEREOF, the parties have executed this Assignment by their respective, duly authorized representatives as of the date first above written.

ASSIGNOR
Andre Geske



ASSIGNEE
The Next Adventure LLC

By: _____

Its: _____