

ESTTA Tracking number: **ESTTA147379**

Filing date: **06/22/2007**

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

**Notice of Opposition**

Notice is hereby given that the following party opposes registration of the indicated application.

**Opposer Information**

Name	THE LENDING TEAM LLC
Granted to Date of previous extension	08/22/2007
Address	151 107th Avenue Suite 9 Treasure Island, FL 33706 UNITED STATES

Attorney information	Joseph J. Weissman Johnson, Pope, Bokor, Ruppel & Burns, LLP 403 East Madison Street, Suite 400 Tampa, FL 33602 UNITED STATES JosephW@jpfirm.com, lisah@jpfirm.com Phone: 813-225-2500
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**Applicant Information**

Application No	78954735	Publication date	04/24/2007
Opposition Filing Date	06/22/2007	Opposition Period Ends	08/22/2007
Applicant	Wilson, Rory T. Suite 201 8301 Utica Ave Rancho Cucamonga, CA 91730 UNITED STATES		

**Goods/Services Affected by Opposition**

Class 036. First Use: 2005/10/00 First Use In Commerce: 2005/10/00 All goods and services in the class are opposed, namely: Consumer lending services; Financial loan consultation; Financial services in the field of money lending; Financial services, namely money lending; Financing services; Home equity loans; Loan financing; Mortgage lending
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**Grounds for Opposition**

Priority and likelihood of confusion	Trademark Act section 2(d)
<i>Torres v. Cantine Torresella S.r.l. Fraud</i>	808 F.2d 46, 1 USPQ2d 1483 (Fed. Cir. 1986)
Other	Abandonment

**Mark Cited by Opposer as Basis for Opposition**

U.S. Application No.	78971265	Application Date	09/11/2006
Registration Date	NONE	Foreign Priority Date	NONE

Word Mark	THE LENDING TEAM
Design Mark	
Description of Mark	The mark consists of the words THE LENDING TEAM in gold, a blue house with two windows and a door and two blue palm trees, all above a blue line.
Goods/Services	Class 036. First use: First Use: 2006/05/20 First Use In Commerce: 2006/05/20 Commercial lending services; Consumer lending services; Financial loan consultation; Financial services in the field of money lending; Financial services, namely money lending; Financing services; Home equity loans; Lease-purchase financing; Lease-purchase loans; Loan financing; Mortgage banking; Mortgage banking services, namely, origination, acquisition, servicing, securitization and brokerage of mortgage loans; Mortgage brokerage; Mortgage lending; Mortgage procurement for others; Mortgage services, namely, buyer pre-qualification of mortgages for mortgage brokers and banks; Mortgaging of securities for others; Providing loans secured by commercial paper

Attachments	78971265#TMSN.jpeg ( 1 page )( bytes ) LENDING TEAM - NOTICE OF OPP.pdf ( 4 pages )(123804 bytes )
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Signature	/Joseph J. Weissman/
Name	Joseph J. Weissman
Date	06/22/2007

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

In re Serial No.: 78/954,735

Mark: THE LENDING TEAM Plus Design

Published in the Official Gazette on April 24, 2007

THE LENDING TEAM LLC,

Opposer,

v.

RORY T. WILSON,

Applicant.

Opposition No.

**NOTICE OF OPPOSITION**

The Lending Team LLC, a Florida limited liability company located in Treasure Island, Florida (“Opposer”), hereby opposes under the provisions of Section 13 of the Trademark Act of July 5, 1946 (15 U.S.C. §1063), the grant of the application of Rory T. Wilson (“Applicant”) to register the mark “THE LENDING TEAM” Plus Design, Serial No. 78/954,735 (the “Subject Mark”), for “Consumer lending services; Financial loan consultation; Financial services in the field of money lending; Financial services, namely money lending; Financing services; Home equity loans; Loan financing; Mortgage lending” in Class 36. The application published in the Official Gazette of the United States Patent and Trademark Office on April 24, 2007. The grounds for the opposition are as follows:

**COUNT I – Lanham Act §2(d)**

1. Opposer utilizes the mark “THE LENDING TEAM” Plus Design (“Opposer’s Mark” or “its Mark”) in interstate commerce for, *inter alia*, consumer lending services; financial loan consultation, financial services in the field of money lending, financial services, namely money lending, financing services, home equity loans; loan financing, mortgage lending,

mortgage procurement for others, mortgage services, namely, buyer pre-qualification of mortgages for mortgage brokers and banks, mortgaging of securities for others; and providing loans secured by commercial paper (the “Lending Services”). Opposer’s Mark appears as follows:



2. Through this use, Opposer has acquired genuine and protectable rights in its Mark, which is inherently distinctive and/or has acquired distinctiveness.

3. Opposer began using its Mark in interstate commerce in connection with Lending Services at a time prior to the acquisition of any rights Applicant may claim in the Subject Mark. Since Opposer began using its Mark, it has used the Mark continuously without interruption. As a result, Opposer has rights in its Mark that are superior to Applicant’s rights, if any, in the Subject Mark.

4. Opposer’s Mark and the Subject Mark contain the exact same literal portion, *i.e.*, “The Lending Team.” To the extent this literal portion is considered a significant portion of the mark, the Subject Mark is confusingly similar to Opposer’s Mark in sound, appearance and commercial impression.

5. The services described in Applicant’s services description for the Subject Mark are virtually identical to those offered by Opposer in connection with its Mark. As a result, the services offered by Opposer and Applicant must be presumed to overlap in terms of marketing, promotion and customer base.

6. Applicant's use of the Subject mark in connection with its proposed services is likely to cause confusion, mistake or deception in the minds of the public as to the source of origin of Applicant's services that would lead the public and prospective purchasers to believe that Applicant's services are those of the Opposer's and/or are provided by, sponsored by, approved by, licensed by, affiliated with the Opposer or are in some other way legitimately connected to Opposer's services.

**COUNT II - Fraud**

7. Upon information and belief, Applicant has no rights in the Subject Mark because Applicant misappropriated the Subject Mark from its rightful owner, by whom Applicant used to be employed. To the extent any rights to the Subject Mark exist, those rights belong to Applicant's former employer, not to Applicant.

8. Upon information and belief, Applicant has withheld this information with the hope and expectation that the Patent and Trademark Office would allow the Subject Mark to register despite Applicant's lack of rights in the Subject Mark.

**COUNT III - Abandonment**

9. Also upon information and belief, Applicant has no rights in the Subject Mark because it has abandoned use of the Subject Mark. As a result, the Subject Mark has lost all capacity as a source indicator for Applicant's goods or services.

**WHEREFORE**, Opposer respectfully requests that this opposition be sustained, that Applicant's application to register the mark "THE LENDING TEAM" Plus Design be denied in all respects, and that other further relief be granted as may be deemed just and proper.

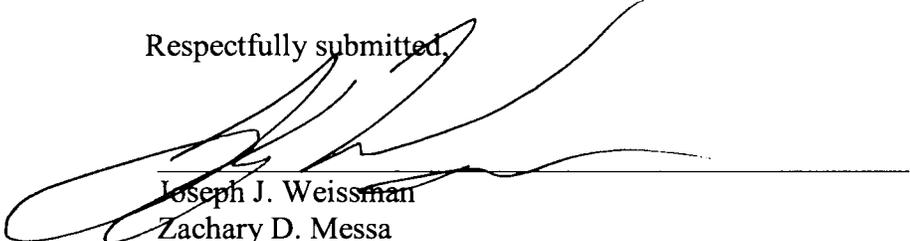
The \$300.00 filing fee for this Notice of Opposition is being submitted herewith.

Please address all correspondence regarding this opposition to:

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Post Office Box 1100  
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Respectfully submitted,

Dated: June 22, 2007



Joseph J. Weissman

Zachary D. Messa

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