

ESTTA Tracking number: **ESTTA466563**

Filing date: **04/11/2012**

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

Proceeding	91200535
Party	Plaintiff Mr. Sanford J. Asman
Correspondence Address	SANFORD J ASMAN LAW OFFICE OF SANFORD J ASMAN 570 VININGTON COURT ATLANTA, GA 30350 5710 UNITED STATES sandy@asman.com
Submission	Other Motions/Papers
Filer's Name	Sanford J. Asman
Filer's e-mail	sandy@asman.com
Signature	/sanford j. asman/
Date	04/11/2012
Attachments	120411_Motion.pdf (20 pages)(451474 bytes)

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

SANFORD J. ASMAN,

Opposer,

v.

INTEGRATED IMAGING, LLC

Applicant.

Opposition No. 91200535

**NOTICES OF (1) ASSIGNMENT OF TRADEMARK APPLICATION; AND
(2) TERMINATION OF CIVIL ACTION
AND
MOTION TO SUBSTITUTE APPLICANT AND DISMISS OPPOSITION**

Sanford J. Asman (“Opposer”), acting *pro se*, hereby gives notice of the following:

U.S. Trademark Application Ser. No. 77859579 on the mark “CASEWORKS WEB”, which is the subject of the captioned Opposition, was assigned to Sanford J. Asman, as shown by the Trademark Assignment dated April 2, 2012, a copy of which is annexed as Exhibit 1. The foregoing Assignment (Exhibit 1) has been recorded in the U.S. Patent and Trademark Office at Reel/Frame 4750/0872 as shown in Exhibit 2.

The civil action captioned *Sanford J. Asman v. Integrated Imaging, LLC* in U.S. District Court, Northern District of Georgia, Case No. 1:11-cv-04206-RWS (“the Civil Action”) has now been resolved in favor of Plaintiff with the entry of a final Judgment Order [Docket Entry No. 11], a true copy of which is annexed as Exhibit 3.

In view of the foregoing, Sanford J. Asman is now the owner and Applicant in U.S. Trademark Application Ser. No. 77859579 for the mark “CASEWORKS WEB”. The former Applicant, Integrated Imaging, LLC no longer has any interest in the mark which was the subject

of the present Opposition, and, both Integrated Imaging, LLC and its agents were expressly enjoined from taking any further action in connection therewith, as set forth in the Order (Exhibit 3, at p. 3, § D.).

In view of the foregoing, Opposer hereby moves for the following:

- (1) An Order substituting Opposer/Trademark Owner/Applicant for Integrated Imaging, LLC; and
- (2) Termination of the Opposition as moot.

Dated: April 11, 2012

By: /s/ Sanford J. Asman
Sanford J. Asman, *pro se*
Opposer (and Applicant)

Law Office of Sanford J. Asman
570 Vinington Court
Atlanta, Georgia 30350
Phone : 770-391-0215
Fax : 770-668-9144
Email : sandy@asman.com

CERTIFICATE OF SERVICE

Undersigned hereby certifies that, on the date set forth below, a copy of the foregoing:

**NOTICES OF (1) ASSIGNMENT OF TRADEMARK APPLICATION; AND
(2) TERMINATION OF CIVIL ACTION
AND
MOTION TO SUBSTITUTE APPLICANT AND DISMISS OPPOSITION**

was served through the electronic filing system of the U.S. Patent and Trademark Office, Trademark Trial and Appeal Board, and by first class mail, postage prepaid, upon the named Opposer's counsel, addressed as follows:

Charles S. Sara, Esq.
DeWitt Ross & Stevens, S.C.
2 #. Mifflin Street, Suite 6000
Madison, WI 53703

Dated: April 11, 2012

By: /s/ Sanford J. Asman
Sanford J. Asman, *pro se*
Opposer

Law Office of Sanford J. Asman
570 Vinington Court
Atlanta, Georgia 30350
Phone : 770-391-0215
Fax : 770-668-9144
Email : sandy@asman.com

EXHIBIT 1

ASSIGNMENT OF TRADEMARK APPLICATION

Conveying Party (“ASSIGNOR”): Integrated Imaging, LLC
419 Salem Avenue
Roanoke, VA 24016
United States

Receiving Party (“ASSIGNEE”): Sanford J. Asman
570 Vinington Court
Atlanta, GA 30350
United States

Mark CASEWORKS WEB, U.S. Ser. No. 77859579

ASSIGNMENT

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the **ASSIGNOR** named above has sold, assigned, transferred and conveyed, and by this Assignment, does sell, assign, transfer and convey, unto the **ASSIGNEE** named above, its successors and assigns, its entire right, title and interest throughout the world, in and to the **MARK** identified above, together with that portion of the goodwill of the **ASSIGNOR** connected with the use of and symbolized by the **MARK** both in the United States and in all foreign countries, that may be obtained therefor; TO HAVE AND TO HOLD the same to the full end of the term or terms for which any and all such United States and foreign trademarks and grants may be registered. **ASSIGNOR** further assigns to **ASSIGNEE** all rights of the **ASSIGNOR** to all causes of action relating to the **MARK**, whether such causes of action arose before or after the date of this **ASSIGNMENT**.

AND the undersigned **ASSIGNOR** does hereby covenant and warrant that it has the full right to convey its entire right, title and interest herein assigned free and clear of all licenses, encumbrances and liens whatsoever, created by it, and that it has not executed and will not execute any instruments in conflict herewith.

AND the undersigned **ASSIGNOR**, for the consideration aforesaid, does hereby covenant and agree to and with said **ASSIGNEE**, its successors and assigns, that it, its successors, assigns, and its personal representatives, shall and will do all lawful acts and things, make all rightful oaths, and make, execute and deliver any and all other instruments in writing, and any and all further applications, papers, powers, affidavits, assignments, disclaimers, and other documents, which, in the reasonable opinion of counsel for said **ASSIGNEE**, its successors, and assigns, may be required

EXHIBIT 2



UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

APRIL 11, 2012

PTAS

SANFORD J. ASMAN
570 VININGTON COURT
ATLANTA, GA 30350

900219392

UNITED STATES PATENT AND TRADEMARK OFFICE NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT RECORDATION BRANCH OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE ASSIGNMENT RECORDATION BRANCH AT 571-272-3350. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, MAIL STOP: ASSIGNMENT RECORDATION BRANCH, P.O. BOX 1450, ALEXANDRIA, VA 22313.

RECORDATION DATE: 04/03/2012

REEL/FRAME: 4750/0872
NUMBER OF PAGES: 4

BRIEF: ASSIGNS THE ENTIRE INTEREST

DOCKET NUMBER: 170105-7390

ASSIGNOR:

INTEGRATED IMAGING, LLC

DOC DATE: 04/02/2012

CITIZENSHIP: VIRGINIA

ENTITY: LIMITED LIABILITY COMPANY

ASSIGNEE:

ASMAN, SANFORD J.

CITIZENSHIP: UNITED STATES

ENTITY: INDIVIDUAL

570 VININGTON COURT
ATLANTA, GEORGIA 30350

SERIAL NUMBER: 77859579

FILING DATE: 10/28/2009

REGISTRATION NUMBER:

REGISTRATION DATE:

MARK: CASEWORKS WEB

DRAWING TYPE: STANDARD CHARACTER MARK

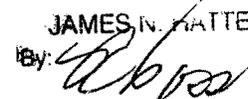
ASSIGNMENT RECORDATION BRANCH
PUBLIC RECORDS DIVISION

EXHIBIT 3

FILED IN CHAMBERS
U.S.D.C. Atlanta

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

APR 04 2012

JAMES W. HATTEN, Clerk
By:  Deputy Clerk

SANFORD J. ASMAN, an individual,

Plaintiff,

vs.

INTEGRATED IMAGING, LLC, a limited
liability company of Virginia,

Defendant.

Civil Action No.
1:11-cv-04206-RWS

~~(Proposed)~~ ORDER

Plaintiff Sanford J. Asman (“Asman”) and defendant Integrated Imaging, LLC (“Integrated”) having agreed to entry of the following **ORDER**;

THE COURT HAVING considered the matter and having determined that good cause has been shown;

IT IS HEREBY ORDERED AND ADJUDGED that:

A. Asman owns U.S. Trademark Reg. No. 3,316,614 on the mark “CaseWebs” and U.S. Trademark Reg. No. 3,575,917 on the mark “CaseSpace” (“the Asman Marks”);

B. Integrated and anyone associated with it, as well as each of its officers, agents, servants, employees, web hosts, domain registrars, and those persons and

entities in active concert or participation with them who receive actual notice of this Order by personal service or otherwise are hereby permanently enjoined from:

(1) Making unlicensed use of the Asman Marks (however spelled, whether capitalized, abbreviated, singular or plural, printed or stylized, whether used alone or in combination with any word or words, and whether used in caption, text, orally or otherwise); or any reproduction, counterfeit, copy, colorable imitation or confusingly similar variation of the Asman Marks as a trade name, trademark or service mark, or in any other manner which suggests in any way that Integrated and/or its activities originate from, are affiliated with, or are sponsored, authorized, approved or sanctioned by Asman, or that Asman and/or his activities are affiliated in any way with Integrated;

(2) Infringing the Asman Marks or any colorable imitation thereof;

(3) Using in connection with its activities any false or deceptive designation, representation, or description of Asman or the Asman Marks, whether by symbols or words or statements, which would damage or injure Asman or give Integrated an unfair competitive advantage in the marketplace;

(4) Making any unlicensed use of or registering any internet web site or domain name or metatag which includes the Asman Mark or any similar marks, including, but not limited to "CaseWorks Web", "CaseWorksWeb", or

caseworksweb.com (whether capitalized or not);

(5) Purchasing or using any searchable key words which include the Asman Marks or any colorable imitation thereof, including, but not limited to “CaseWorks Web” or “CaseWorksWeb”;

(6) Engaging in acts of state or common law trade name infringement, trademark infringement, service mark infringement, unfair competition or misappropriation which would damage or injure Asman;

(5) Diluting the trade name and trademarks of Asman;

(6) Inducing, encouraging, aiding, abetting or contributing to any of the aforesaid acts.

C. Integrated, its officers, employees, agents, suppliers, web hosts, domain Registrar and all those acting in concert with them shall transfer to Asman all rights in the domain “caseworksweb.com”.

D. Integrated, its officers, employees, agents, and all those acting in concert with them be permanently restrained and enjoined from prosecuting any trademark application seeking to register the mark “CaseWorks Web” or any colorable imitation thereof or of the Asman Marks.

E. All advertising materials, brochures, handouts, or any other materials in the possession of Integrated which contain the Asman Marks, or any colorable imitation thereof, including, but not limited to “CaseWorks Web” and the

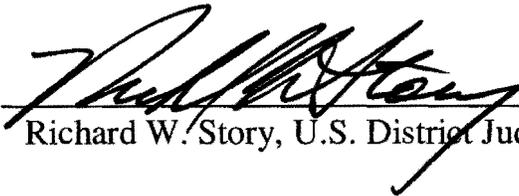
“caseworksweb.com” domain”, or any other similar mark shall be accounted for, and delivered to Asman for such disposal and/or destruction as Asman may exercise pursuant to 15 U.S.C. § 1118.

F. Except as set forth above, the matter is hereby dismissed with prejudice as to all claims and counterclaims which were made or could have been made in the action.

G. Each party shall bear its own costs and expenses of litigation, including attorneys’ fees.

H. The Court shall retain jurisdiction solely as to the enforcement of the injunctive relief granted herein.

SO ORDERED, this 4th day of April, 2012.


Richard W. Story, U.S. District Judge

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION**

SANFORD J. ASMAN, an individual,

Plaintiff,

vs.

**INTEGRATED IMAGING, LLC, a limited
liability company of Virginia,**

Defendant.

Civil Action No.

1:11-cv-04206-RWS

JOINT MOTION FOR CONSENT JUDGMENT

COME NOW, plaintiff Sanford J. Asman (“Asman”) and defendant Integrated Imaging, LLC (“Integrated”), by their undersigned attorneys to announce to the Court that they have agreed to settle and resolve the matter amicably, without any determination of wrongful act by either party, upon the entry of the attached **ORDER** which they hereby request that the Court sign and enter, dismissing all claims and counterclaims in the matter.

(Signatures on Following Page)

Respectfully submitted this 3rd day of April, 2012.

By: s/ Sanford J. Asman
Sanford J. Asman
Georgia Bar No. 026118
Law Office of Sanford J. Asman
570 Vinington Court
Atlanta, Georgia 30350
Plaintiff, pro se
Phone : (770) 391-0215
Fax : (770) 668-9144
Email : sandy@asman.com

By: s/ David N. Bryman
David N. Bryman
Georgia Bar No. 092072
Bryman & Clerke, P.A.
630 Village Trace
Marietta, Georgia 30067
Local Counsel for Defendant
Phone : (770) 612-0909
Fax : (770) 612-0409
Email dbryman@brymanclerke.com

By: s/ Daniel C. Summerlin
Daniel C. Summerlin
Virginia Bar No. 41943
Joshua F.P. Long
Virginia Bar No. 65684
Woods Rogers PLC
Wells Fargo Tower, Suite 1400
Roanoke, Virginia 24011
Counsel for Defendant
Phone : (540) 983-7600
Fax : (540) 983-7711
Email dsummerlin@woodsrogers.com

CERTIFICATE OF SERVICE

Undersigned hereby represents that the foregoing:

**JOINT MOTION FOR CONSENT JUDGMENT
and
(Proposed) ORDER**

was filed, on the date set forth below, using the CM/ECF system.

Respectfully submitted,

Dated: April 3, 2012

By: s/ Sanford J. Asman
Sanford J. Asman, *pro se*
Georgia Bar No. 026118
Law Office of Sanford J. Asman
570 Vinington Court
Atlanta, Georgia 30350
Phone : (770) 391-0215
Fax : (770) 668-9144
Email : sandy@asman.com

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION**

SANFORD J. ASMAN, an individual,

Plaintiff,

vs.

**INTEGRATED IMAGING, LLC, a limited
liability company of Virginia,**

Defendant.

Civil Action No.

1:11-cv-04206-RWS

(Proposed) ORDER

Plaintiff Sanford J. Asman (“Asman”) and defendant Integrated Imaging, LLC (“Integrated”) having agreed to entry of the following **ORDER**;

THE COURT HAVING considered the matter and having determined that good cause has been shown;

IT IS HEREBY ORDERED AND ADJUDGED that:

A. Asman owns U.S. Trademark Reg. No. 3,316,614 on the mark “CaseWebs” and U.S. Trademark Reg. No. 3,575,917 on the mark “CaseSpace” (“the Asman Marks”);

B. Integrated and anyone associated with it, as well as each of its officers, agents, servants, employees, web hosts, domain registrars, and those persons and

entities in active concert or participation with them who receive actual notice of this Order by personal service or otherwise are hereby permanently enjoined from:

(1) Making unlicensed use of the Asman Marks (however spelled, whether capitalized, abbreviated, singular or plural, printed or stylized, whether used alone or in combination with any word or words, and whether used in caption, text, orally or otherwise); or any reproduction, counterfeit, copy, colorable imitation or confusingly similar variation of the Asman Marks as a trade name, trademark or service mark, or in any other manner which suggests in any way that Integrated and/or its activities originate from, are affiliated with, or are sponsored, authorized, approved or sanctioned by Asman, or that Asman and/or his activities are affiliated in any way with Integrated;

(2) Infringing the Asman Marks or any colorable imitation thereof;

(3) Using in connection with its activities any false or deceptive designation, representation, or description of Asman or the Asman Marks, whether by symbols or words or statements, which would damage or injure Asman or give Integrated an unfair competitive advantage in the marketplace;

(4) Making any unlicensed use of or registering any internet web site or domain name or metatag which includes the Asman Mark or any similar marks, including, but not limited to “CaseWorks Web”, “CaseWorksWeb”, or

caseworksweb.com (whether capitalized or not);

(5) Purchasing or using any searchable key words which include the Asman Marks or any colorable imitation thereof, including, but not limited to “CaseWorks Web” or “CaseWorksWeb”;

(6) Engaging in acts of state or common law trade name infringement, trademark infringement, service mark infringement, unfair competition or misappropriation which would damage or injure Asman;

(5) Diluting the trade name and trademarks of Asman;

(6) Inducing, encouraging, aiding, abetting or contributing to any of the aforesaid acts.

C. Integrated, its officers, employees, agents, suppliers, web hosts, domain Registrar and all those acting in concert with them shall transfer to Asman all rights in the domain “caseworksweb.com”.

D. Integrated, its officers, employees, agents, and all those acting in concert with them be permanently restrained and enjoined from prosecuting any trademark application seeking to register the mark “CaseWorks Web” or any colorable imitation thereof or of the Asman Marks.

E. All advertising materials, brochures, handouts, or any other materials in the possession of Integrated which contain the Asman Marks, or any colorable imitation thereof, including, but not limited to “CaseWorks Web” and the

“caseworksweb.com” domain”, or any other similar mark shall be accounted for, and delivered to Asman for such disposal and/or destruction as Asman may exercise pursuant to 15 U.S.C. § 1118.

F. Except as set forth above, the matter is hereby dismissed with prejudice as to all claims and counterclaims which were made or could have been made in the action.

G. Each party shall bear its own costs and expenses of litigation, including attorneys’ fees.

H. The Court shall retain jurisdiction solely as to the enforcement of the injunctive relief granted herein.

SO ORDERED, this _____ day of _____, 2012.

Richard W. Story, U.S. District Judge