

ESTTA Tracking number: **ESTTA448854**

Filing date: **12/29/2011**

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

Proceeding	91201218
Party	Plaintiff Redbox Automated Retail, LLC
Correspondence Address	JAMES P MURAFF NEAL GERBER & EISENBERG LLP TWO NORTH LASALLE STREET, SUITE 1700 CHICAGO, IL 60602 UNITED STATES jmuraff@ngelaw.com, mhall@ngelaw.com, khinner@ngelaw.com
Submission	Motion to Extend
Filer's Name	James P. Murraff
Filer's e-mail	jmuraff@ngelaw.com, kblouin@ngelaw.com, mhall@ngelaw.com, mbenson@ngelaw.com
Signature	/James P. Muraff/
Date	12/29/2011
Attachments	Motion_w_Exhibits.pdf (33 pages)(853170 bytes)

could resolve this matter amicably, and the discovery conference would be a waste of the parties' time. Despite Opposer's diligent efforts to settle this matter, however, Applicant stalled in responding to Opposer's settlement proposals and waited nearly three months to respond. Applicant sent counsel for Opposer its response to the September 21, 2011 settlement proposal on December 20, 2011, the day before the parties' deadline to hold a discovery conference, at which point it became apparent that the parties could not resolve this dispute amicably due to Applicant's unreasonable demand for large sums of money. *See* Exhibit B. Consequently, Opposer was afforded an extremely short and insufficient period in which to schedule and complete the discovery conference. Nevertheless, on December 20, 2011, the same day Opposer became aware that the parties could not resolve this matter, counsel for Opposer sent Applicant an email requesting to hold the discovery conference December 28, 2011. *See* Exhibit C. On December 20, 2011, Applicant responded to counsel for Opposer and stated that he was "prepared to hold the conference next week at 10am December 29, 2011." *See* Exhibit D. Counsel for Opposer was on vacation the week of December 19, 2011 through December 23, 2011, and was unable to easily and regularly access email.

Prior to holding the scheduled discovery conference on the agreed upon date, however, Applicant attempted to file a motion for default on December 21, 2011, the day after Applicant and Opposer agreed to hold a discovery conference on December 29, 2011. Applicant's attempted motion suggested that Opposer has been unresponsive. However, Applicant's attempted motion was not properly filed with the Trademark Trial and Appeal Board, did not provide grounds for default judgment, and has not been served upon Opposer in accordance with Trademark Rule § 2.119. In addition, Opposer has diligently attempted to schedule and hold a discovery conference. In fact, the parties began the settlement conference today, the agreed upon date, December 29, 2011. The parties were unable to finish the conference, however, and have agreed to finish the discovery conference on January 3, 2011. Thus, Opposer also needs an

additional twenty days to schedule and hold a discovery conference in light of the holiday season. Counsel for Opposer sent an email to Applicant today, December 29, 2011, requesting his consent to extend discovery by thirty days and the discovery deadline conference by 20 days. *See* Exhibit E. However, Applicant has not responded to this request. Consequently, Opposer must now request that the Board grant the necessary extensions of time.

II. Argument

The Board will grant an extension of time where a party can show good cause why the extension is warranted. *See* TBMP § 509. “Generally, the Board is liberal in granting extensions of time before the period to act has elapsed so long as the moving party has not been guilty of negligence or bad faith and the privilege of extensions is not abused.” *National Football League v. NDH Mgmt. LLC*, 85 USPQ2d 1852, 1854 (TTAB 2008). Just because a case has been pending for some time does not indicate a lack of diligent discovery efforts, especially where the matter has been stayed. *See, e.g., Gaylord Entertainment Co. v. Calvin Gilmore Prods., Inc.*, 59 USPQ2d 1369, 1369-1370 (TTAB 2001) (explaining that extension was granted for good cause in case that had been pending since at least 1990, but was stayed much of that time).

Opposer has set forth particular facts upon which the Board can base a finding of good cause to grant Opposer’s extension. In particular, Opposer only became aware of the parties’ inability to resolve this matter within the last week, promptly initiated the discovery conference and now needs additional time to finish the discovery conference and move forward with discovery. In sum, Opposer has committed its resources to settling this matter, and it did not make sense to set a discovery conference any earlier under the circumstances. Applicant’s own delay and lack of responsiveness has directly created a need for this extension request. Therefore, Opposer should be allowed a short extension to finish the discovery conference and conduct discovery.

In addition, Applicant's attempted motion for default should be denied. First and foremost, Applicant did not properly file its motion. *See* Exhibit F. It is unclear what it is Applicant is even asking the Board for, and Applicant has misrepresented the parties' understanding and communications regarding the discovery conference. Further, Applicant did not serve its motion upon Opposer in accordance with Trademark Rule § 2.119. *See* Exhibit G. Rather, Applicant sent the document, attached hereto as Exhibit G, which is not the motion Applicant filed with the Board. Finally, Applicant has not provided grounds for default. As previously noted, Opposer has been diligent and responsive throughout the proceeding, and the only delay that has occurred was a direct result of Applicant's own lack of responsiveness. Moreover, Applicant's arguments with respect to the discovery conference are now moot as the parties scheduled the discovery conference prior to the deadline, began the discovery conference on December 29, 2011, and are scheduled to finish the conference on January 3, 2012. Accordingly, the Board should deny Applicant's attempted motion for default.

III. Conclusion

WHEREFORE, for the foregoing reasons, Opposer respectfully requests that the Board enter an Order pursuant to TBMP §509 and Fed. R. Civ. P. 6(b) granting its Motion to Extend Discovery for a period of thirty days and motion to extend the discovery conference deadline twenty days and extending all trial dates accordingly. Opposer also respectfully requests that Applicant's attempt to move for default be denied in view of the facts and arguments set forth herein. Opposer submits the following as a proposed new discovery and trial schedule:

Deadline for Discovery Conference	1/10/12
Discovery Opens	1/24/12
Initial Disclosures Due	2/17/12
Expert Disclosures Due	6/18/12
Discovery Closes	7/16/12
Plaintiff's Pretrial Disclosures	9/03/12

Plaintiff's 30-day Trial Period Ends 9/15/12
Defendant's Pretrial Disclosures: 11/01/12
Defendant's 30-day Trial Period Ends: 12/17/2012
Plaintiff Rebuttal Disclosures: 12/28/2012
Plaintiff's 15 day Rebuttal Period ends: 01/28/2013

Respectfully submitted,

REDBOX AUTOMATED RETAIL, LLC

Date: December 29, 2011

By: /James P. Muraff/
One of the Attorneys for Opposer

James P. Muraff
Kathleen E. Blouin
NEAL, GERBER & EISENBERG, LLP
2 N. LaSalle Street, Suite 1700
Chicago, IL 60602
(312)269-8000

CERTIFICATE OF SERVICE

I, James P. Muraff, state that I served a copy of the foregoing *Opposer's Motion to Extend Discovery by Thirty Days and Discovery Conference Deadline By Twenty Days and Response to Applicant's Attempted Motion for Default* upon the Applicant at:

Stanley Lee Barnes
3127 Saint Vincent Avenue
Saint Louis, Missouri 63104
redboxticketsusa@gmail.com

via First Class Mail and e-mail in accordance with Trademark Rule § 2.119 on December 29, 2011.

/James P. Muraff /
James P. Muraff

Exhibit A

From: Muraff, James P.
Sent: Wednesday, September 21, 2011 12:16 PM
To: redboxticketsusa@gmail.com
Subject: Settlement Agreement

Dear Mr. Barnes,

Please see the attached Settlement Agreement. We look forward to your cooperation in resolving this matter.

Thank you.

Jim

James P. Muraff
Neal, Gerber & Eisenberg LLP
2 N. LaSalle Street, Suite 1700
Chicago, IL 60602-3801
Phone: (312) 269-8034 / Fax: (312) 269-1747
E-mail: jmuraff@ngelaw.com
www.ngelaw.com

CONFIDENTIALITY NOTE

THIS E-MAIL TRANSMISSION AND ANY ATTACHMENTS HERETO CONTAIN INFORMATION FROM THE LAW FIRM OF NEAL, GERBER & EISENBERG LLP WHICH IS CONFIDENTIAL AND PRIVILEGED. THE INFORMATION IS INTENDED FOR THE SOLE USE OF THE INDIVIDUAL OR ENTITY TO WHOM IT IS ADDRESSED. IF YOU ARE NOT THE INTENDED RECIPIENT YOUR USE, DISSEMINATION, FORWARDING, PRINTING OR COPYING OF THIS INFORMATION IS PROHIBITED. IF YOU HAVE RECEIVED THIS E-MAIL IN ERROR, PLEASE NOTIFY US BY TELEPHONE IMMEDIATELY SO THAT WE CAN ARRANGE FOR THE RETRIEVAL OF THE INFORMATION AT NO COST TO YOU.

SETTLEMENT AGREEMENT

This Agreement is entered into as of September ___, 2011 (the "Effective Date") by and between Redbox Automated Retail, LLC, a Delaware Limited Liability Company having a place of business in Oakbrook Terrace, Illinois ("Redbox") and Stanley Lee Barnes d/b/a/ Red Box Tickets USA, LLC, residing in St. Louis, Missouri ("Mr. Barnes").

WHEREAS, Redbox is in the business of providing entertainment content, including but not limited to automated retail services; providing automated retail vending machines featuring entertainment content, media, DVDs, movies and games, for purchase and rental, and including the sale and rental of entertainment content, media, DVDs, movies and games. Redbox has expended considerable money and effort to develop its services and the extensive goodwill associated therewith.

WHEREAS, Redbox filed and owns a family of "REDBOX" marks, including but not limited to the following United States registrations covering the marks, goods and services set forth in such applications and registrations:

- i. U.S. Reg. No. 2,919,854 for REDBOX;
- ii. U.S. Reg. No. 2,988,869 for REDBOX;
- iii. U.S. Reg. No. 3,082,012 for REDBOX; and
- iv. U.S. Reg. No. 3229436 for REDBOX (stylized).

WHEREAS, Mr. Barnes has filed an application, U.S. Trademark Serial No. 85/135,579 for the term "RED BOX TICKETS USA, LLC" in connection with "providing kiosks at retailers' for the payment of traffic citations" in International Class 36 (the "Application");

WHEREAS Redbox has raised concerns regarding a possible likelihood of confusion and the diminishment and dilution of the distinctive quality of Redbox's rights in its "REDBOX" family of marks based upon Mr. Barnes' use and registration of the term "RED BOX TICKETS USA, LLC," and has filed Opposition No. 91201218 to the Application; and

WHEREAS the parties wish to resolve their differences without the need for further litigation.

NOW THEREFORE, in consideration of the mutual promises and covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Mr. Barnes agrees to: (i) expressly abandon the Application; (ii) not re-file any application in the United States or in any other jurisdiction throughout the world for "RED BOX TICKETS USA, LLC"; and (iii) not file any application in the United States or in any other jurisdiction throughout the world which contains the terms "REDBOX" or "RED BOX".

2. After Mr. Barnes' express abandonment of the Application, Redbox agrees to withdraw Opposition No. 91201218.

3. Mr. Barnes agrees to: (i) transfer the domain name <redboxtickets.com> to Redbox within thirty (30) days of the Effective Date, details of the transfer to be agreed upon by the parties; and (ii) not register any other domain name containing the term "REDBOX" in the future.

4. Mr. Barnes and all entities under his control, as well as any of his subsidiaries, licensees, partners, assigns, related entities, predecessors, successors, employees, representatives, trustees, receivers, agents, and any other persons or entities acting on behalf of Mr. Barnes or with Mr. Barnes' authority, shall immediately cease and permanently refrain from doing business as RED BOX TICKETS USA LLC or under any designation confusingly similar thereto, and shall refrain from selling, offering for sale, holding for sale, advertising or promoting any goods or services under or in connection with the designations and domain names RED BOX TICKETS USA LLC, RED BOX TICKETS USA, RED BOX TICKETS, and <redboxtickets.com>, or with any designations or domain names confusingly similar thereto, or otherwise using the designations and domain names RED BOX TICKETS USA LLC, RED BOX TICKETS USA, RED BOX TICKETS, and <redboxtickets.com>, or any designations or domain names confusingly similar thereto.

5. Mr. Barnes agrees to disable the Gmail account connected to the username redboxticketsusa@gmail.com, or alternatively to change his profile information in that account to remove the term "REDBOX" from the username.

6. Mr. Barnes agrees that he will not object to or challenge any use by Redbox of any trademarks and service marks, including, but not limited to, any use of the term "REDBOX".

7. In consideration of the foregoing on the part of Mr. Barnes, Redbox hereby consents to Mr. Barnes' use and registration of the marks "TICKET CITATION BOX" and/or "TCB" for use in connection with "providing kiosks at retailers for the payment of traffic citations."

8. Mr. Barnes agrees not to use the color red in association with his kiosks, including but not limited to: (i) as the color of the kiosks themselves, in whole in or part; or (ii) as part of any trademark or service mark, including but not limited to those listed in Paragraph 7, used on any kiosk.

9. Mr. Barnes agrees to take reasonable precautions to prevent any confusion between its use of "RED BOX TICKETS USA, LLC" and Redbox's intellectual property, and to notify Redbox of any instances of actual confusion. Such notifications should be sent to James P. Muraff in writing at Neal, Gerber & Eisenberg LLP, 2 N. LaSalle St., Suite 1700, Chicago, Illinois 60602.

10. This Agreement and all rights and duties hereunder are personal to the parties and shall not, without the prior written consent of the parties, be assigned, sublicensed or otherwise encumbered. In the event of any assignment by merger or operation of law, this Agreement shall immediately terminate.

11. Each of the parties hereto has jointly participated in the negotiation and drafting of this Agreement. In the event there arises any ambiguity or question of intent or interpretation with

respect to this Agreement, this Agreement shall be construed as if drafted jointly by all of the parties hereto and no presumptions or burdens of proof shall arise favoring any party by virtue of the authorship of any of the provisions of this Agreement. Each party shall bear its own costs and expenses, including but not limited to their attorneys' fees and costs in connection with this Agreement and the performance of the obligations herein.

12. This document contains the entire agreement and understanding between the parties and supersedes any previous agreement and understanding, written or oral, relating to the subject matter of this Agreement. No provision of this Agreement shall be altered, amended, revoked or waived except by mutual written consent of the parties.

13. This Agreement shall be binding upon the parties and their successors and legal representatives. This Agreement shall be worldwide in scope and effect.

14. If any clause or provision of this Agreement is illegal, invalid, or unenforceable under applicable present or future laws, then it is the intention of the parties that the remainder of this Agreement shall not be affected, but shall remain in full force and effect. This Agreement may be executed in counterparts, each of which is deemed to be an original and all of which together are deemed to be one and the same instrument.

15. This Agreement shall be governed by and construed exclusively in accordance with the laws of the State of Illinois without regard to conflicts of laws principles.

16. Each individual signing this Agreement warrants and represents that s/he has full power and proper authority to sign this Agreement and to bind the party for which s/he purports to act. Execution and compliance with this Agreement will not operate as a waiver of any right, power or privilege of either party.

17. Nothing in this Agreement shall prevent Redbox from taking action or seeking any available legal remedy with respect to any infringement that arises as a result of Mr. Barnes' breach of this Agreement. The terms and conditions of this Agreement and all negotiations related thereto shall remain confidential and may not be disclosed by Mr. Barnes without prior written consent by Redbox.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

REDBOX AUTOMATED RETAIL LLC STANLEY LEE BARNES

By: _____ By: _____

Name: _____ Date: _____

Title: _____

Date: _____

Exhibit B

Muraff, James P.

From: barnes stanley [redboxticketsusa@gmail.com]
Sent: Tuesday, December 20, 2011 11:04 AM
To: Muraff, James P.; Hall, Marianne A.
Cc: jmckissic@gmail.com; raymondbucher@aol.com
Subject: Settlement Agreement
Attachments: NGEDOCS-#1838317-v1-Settlement_Agreement_Red_Box_Tickets_USA (1)dec.DOC

Mr. Muraff,

Please find the starting point for considering a settlement agreement in your Opposition No. 91201121

Please contact me via email or new contact number 314-974-8415

Thanks

Stanley Barnes, CEO
Red Box Tickets USA, LLC.
redboxticketsusa@gmail.com

This electronic mail message contains information which is (a) LEGALLY PRIVILEGED, PROPRIETARY IN NATURE, OR OTHERWISE PROTECTED BY LAW FROM DISCLOSURE, and (b) intended only for the use of the Addressee (s) names herein. If you are not the Addressee (s), or the person responsible for delivering this to the Addressee (s), you are hereby notified that reading, copying, or distributing this message is prohibited. If you have received this electronic mail message in error, please contact us immediately at the telephone number shown below and take the steps necessary to delete the message completely from your computer system. Thank you.

Exhibit C

From: Muraff, James P.
Sent: Tuesday, December 20, 2011 11:15 AM
To: 'barnes stanley'
Cc: Hall, Marianne A.
Subject: RE: Deadline for Discovery Conference Opposition No. 91201218 Red Box Tickets USA, LLC.

Mr. Barnes,

Are you represented by counsel?

If not, let's hold the conference next week. Does Weds. (12/28) at 10am Chicago time work for you?

James P. Muraff
Neal, Gerber & Eisenberg LLP
2 N. LaSalle Street, Suite 1700
Chicago, IL 60602-3801
Phone: (312) 269-8034 / Fax: (312) 269-1747
E-mail: jmuraff@ngelaw.com
www.ngelaw.com

CONFIDENTIALITY NOTE

THIS E-MAIL TRANSMISSION AND ANY ATTACHMENTS HERETO CONTAIN INFORMATION FROM THE LAW FIRM OF NEAL, GERBER & EISENBERG LLP WHICH IS CONFIDENTIAL AND PRIVILEGED. THE INFORMATION IS INTENDED FOR THE SOLE USE OF THE INDIVIDUAL OR ENTITY TO WHOM IT IS ADDRESSED. IF YOU ARE NOT THE INTENDED RECIPIENT YOUR USE, DISSEMINATION, FORWARDING, PRINTING OR COPYING OF THIS INFORMATION IS PROHIBITED. IF YOU HAVE RECEIVED THIS E-MAIL IN ERROR, PLEASE NOTIFY US BY TELEPHONE IMMEDIATELY SO THAT WE CAN ARRANGE FOR THE RETRIEVAL OF THE INFORMATION AT NO COST TO YOU.

From: barnes stanley [<mailto:redboxticketsusa@gmail.com>]
Sent: Tuesday, December 20, 2011 10:47 AM
To: Muraff, James P.
Subject: Deadline for Discovery Conference Opposition No. 91201218 Red Box Tickets USA, LLC.

Mr. Muraff,

Please contact Stanley Barnes Red Box Tickets USA, LLC. to schedule the Discovery Conference.

Please contact me via email or 314-974-8415

--
Stanley Barnes, CEO
Red Box Tickets USA, LLC.
redboxticketsusa@gmail.com

This electronic mail message contains information which is (a) LEGALLY PRIVILEGED, PROPRIETARY IN NATURE, OR OTHERWISE PROTECTED BY LAW FROM DISCLOSURE, and (b) intended only for the use of the Addressee (s) names herein. If you are not the Addressee (s), or the person responsible for delivering this to the Addressee (s), you are hereby notified that reading, copying, or distributing this message is prohibited. If you have received this electronic mail message in error, please contact us immediately at the telephone number shown below and take the steps necessary to delete the message completely from your computer system. Thank you.

Exhibit D

Muraff, James P.

From: barnes stanley [redboxticketsusa@gmail.com]
Sent: Tuesday, December 20, 2011 2:10 PM
To: Muraff, James P.
Subject: Re: Deadline for Discovery Conference Opposition No. 91201218 Red Box Tickets USA, LLC.

Mr. Muraff,

I am prepared to hold the conference next week at 10am December 29,2011 Thursday Chicago time works for Red Box Tickets USA, LLC .

1) Please advise once we agreed upon the date via email before 12 Noon Chicago time December 21,2011

Thanks Stan Barnes

On Tue, Dec 20, 2011 at 11:15 AM, Muraff, James P. <jmuraff@ngelaw.com> wrote:

Mr. Barnes,

Are you represented by counsel?

If not, let's hold the conference next week. Does Weds. (12/28) at 10am Chicago time work for you?

James P. Muraff

Neal, Gerber & Eisenberg LLP

2 N. LaSalle Street, Suite 1700

Chicago, IL 60602-3801

Phone: (312) 269-8034 / Fax: (312) 269-1747

E-mail: jmuraff@ngelaw.com

www.ngelaw.com

CONFIDENTIALITY NOTE

THIS E-MAIL TRANSMISSION AND ANY ATTACHMENTS HERETO CONTAIN INFORMATION FROM THE LAW FIRM OF NEAL, GERBER & EISENBERG LLP WHICH IS CONFIDENTIAL AND PRIVILEGED. THE INFORMATION IS INTENDED FOR THE SOLE USE OF THE INDIVIDUAL OR ENTITY TO WHOM IT IS ADDRESSED. IF YOU ARE NOT THE INTENDED RECIPIENT YOUR USE, DISSEMINATION, FORWARDING, PRINTING OR COPYING OF THIS INFORMATION IS

PROHIBITED. IF YOU HAVE RECEIVED THIS E-MAIL IN ERROR, PLEASE NOTIFY US BY TELEPHONE IMMEDIATELY SO THAT WE CAN ARRANGE FOR THE RETRIEVAL OF THE INFORMATION AT NO COST TO YOU.

From: barnes stanley [mailto:redboxticketsusa@gmail.com]
Sent: Tuesday, December 20, 2011 10:47 AM
To: Muraff, James P.
Subject: Deadline for Discovery Conference Opposition No. 91201218 Red Box Tickets USA, LLC.

Mr. Muraff,

Please contact Stanley Barnes Red Box Tickets USA, LLC. to schedule the Discovery Conference.

Please contact me via email or [314-974-8415](tel:314-974-8415)

--

Stanley Barnes, CEO

Red Box Tickets USA, LLC.

redboxticketsusa@gmail.com

This electronic mail message contains information which is (a) LEGALLY PRIVILEGED, PROPRIETARY IN NATURE, OR OTHERWISE PROTECTED BY LAW FROM DISCLOSURE, and (b) intended only for the use of the Addressee (s) names herein. If you are not the Addressee (s), or the person responsible for delivering this to the Addressee (s), you are hereby notified that reading, copying, or distributing this message is prohibited. If you have received this electronic mail message in error, please contact us immediately at the telephone number shown below and take the steps necessary to delete the message completely from your computer system. Thank you.

--
Stanley Barnes, CEO
Red Box Tickets USA, LLC.
redboxticketsusa@gmail.com

This electronic mail message contains information which is (a) LEGALLY PRIVILEGED, PROPRIETARY IN NATURE, OR OTHERWISE PROTECTED BY LAW FROM DISCLOSURE, and (b) intended only for the use of the Addressee (s) names herein. If you are not the Addressee (s), or the person responsible for delivering this to the Addressee (s), you are hereby notified that reading, copying, or distributing this message is prohibited. If you have received this electronic mail message in error, please contact us immediately at the telephone number shown below and take the steps necessary to delete the message completely from your computer system. Thank you.

Exhibit E

Benson, Mavis H.

From: Muraff, James P.
Sent: Thursday, December 29, 2011 11:24 AM
To: barnes stanley
Cc: Benson, Mavis H.; Blouin, Kathleen E.
Subject: Opposition No. 91201218 - Red Box Tickets USA, LLC.

Dear Mr. Barnes,

Thank you for attending the beginning of the Discovery Conference today at 10am, as we agreed last week via email. Confirming the discussion and outcome of the call:

- 1) Redbox is not interested in settling this matter anywhere close to the terms you have suggested in your counter-offer that we only received from you on December 20, 2011. We have been waiting over two months for your response to Redbox's initial settlement offer, only to find that you are now asking for a ludicrous sum of money to resolve this matter. Redbox will now press forward with the opposition, as settlement is not worth discussing further unless and until you are only willing to discuss costs of changing your name.
- 2) You agreed to continue and complete the discovery conference next Tuesday (1/3/2012) at 10am CST.
- 3) Redbox is going to file a motion today for a twenty (20) day extension of time to hold the discovery conference. Please advise if you agree to this extension.
- 4) In the motion that Redbox is filing today, Redbox is also going to ask for all other dates to be extended by thirty (30) days. Please advise if you agree to these extensions.
- 5) Redbox also asks that you withdraw your crafty attempt to file a motion for default given that we agreed to hold the Discovery Conference today prior to the deadline to hold the discovery conference, which you have now agreed today to continue next week. Also, not only have you not properly served Redbox with your attempted motion for default, you have also made misrepresentations to the USPTO about what has transpired regarding settlement and our attempts at scheduling the discovery conference. Please advise if you are going to withdraw your attempted motion for default.

We will be filing the above motions for extension of time and a response in opposition to your attempted motion for default by the end of the day today, with or without your agreement on these issues. However, it would be unreasonable for you to not agree to these simple requests, which would unnecessarily burden the USPTO in having to decide these motions.

We look forward to your response.

Regards,

James P. Muraff
Neal, Gerber & Eisenberg LLP
2 N. LaSalle Street, Suite 1700
Chicago, IL 60602-3801
Phone: (312) 269-8034 / Fax: (312) 269-1747
E-mail: jmuraff@ngelaw.com
www.ngelaw.com

CONFIDENTIALITY NOTE

THIS E-MAIL TRANSMISSION AND ANY ATTACHMENTS HERETO CONTAIN INFORMATION FROM THE LAW FIRM OF NEAL, GERBER & EISENBERG LLP WHICH IS CONFIDENTIAL AND PRIVILEGED. THE INFORMATION IS INTENDED FOR THE SOLE USE OF THE INDIVIDUAL OR ENTITY TO WHOM IT IS ADDRESSED. IF YOU ARE NOT THE INTENDED RECIPIENT YOUR USE,

DISSEMINATION, FORWARDING, PRINTING OR COPYING OF THIS INFORMATION IS PROHIBITED. IF YOU HAVE RECEIVED THIS E-MAIL IN ERROR, PLEASE NOTIFY US BY TELEPHONE IMMEDIATELY SO THAT WE CAN ARRANGE FOR THE RETRIEVAL OF THE INFORMATION AT NO COST TO YOU.

From: Muraff, James P.
Sent: Wednesday, December 28, 2011 11:52 AM
To: barnes stanley
Cc: Hall, Marianne A.; James Jr., Lawrence E.
Subject: RE: Deadline for Discovery Conference Opposition No. 91201218 Red Box Tickets USA, LLC.

Dear Mr. Barnes,

This email confirms the required discovery conference for tomorrow at 10am CST. I will call you on your new contact number at 314-974-8415 at that time.

Regards,

James P. Muraff
Neal, Gerber & Eisenberg LLP
2 N. LaSalle Street, Suite 1700
Chicago, IL 60602-3801
Phone: (312) 269-8034 / Fax: (312) 269-1747
E-mail: jmuraff@ngelaw.com
www.ngelaw.com

CONFIDENTIALITY NOTE

THIS E-MAIL TRANSMISSION AND ANY ATTACHMENTS HERETO CONTAIN INFORMATION FROM THE LAW FIRM OF NEAL, GERBER & EISENBERG LLP WHICH IS CONFIDENTIAL AND PRIVILEGED. THE INFORMATION IS INTENDED FOR THE SOLE USE OF THE INDIVIDUAL OR ENTITY TO WHOM IT IS ADDRESSED. IF YOU ARE NOT THE INTENDED RECIPIENT YOUR USE, DISSEMINATION, FORWARDING, PRINTING OR COPYING OF THIS INFORMATION IS PROHIBITED. IF YOU HAVE RECEIVED THIS E-MAIL IN ERROR, PLEASE NOTIFY US BY TELEPHONE IMMEDIATELY SO THAT WE CAN ARRANGE FOR THE RETRIEVAL OF THE INFORMATION AT NO COST TO YOU.

From: barnes stanley [mailto:redboxticketsusa@gmail.com]
Sent: Tuesday, December 20, 2011 2:10 PM
To: Muraff, James P.
Subject: Re: Deadline for Discovery Conference Opposition No. 91201218 Red Box Tickets USA, LLC.

Mr. Muraff,

I am prepared to hold the conference next week at 10am December 29,2011 Thursday Chicago time works for Red Box Tickets USA, LLC .

1) Please advise once we agreed upon the date via email before 12 Noon Chicago time December 21,2011

Thanks Stan Barnes
On Tue, Dec 20, 2011 at 11:15 AM, Muraff, James P. <jmuraff@ngelaw.com> wrote:

Mr. Barnes,

Are you represented by counsel?

If not, let's hold the conference next week. Does Weds. (12/28) at 10am Chicago time work for you?

James P. Muraff

Neal, Gerber & Eisenberg LLP

2 N. LaSalle Street, Suite 1700

Chicago, IL 60602-3801

Phone: (312) 269-8034 / Fax: (312) 269-1747

E-mail: jmuraff@ngelaw.com

www.ngelaw.com

CONFIDENTIALITY NOTE

THIS E-MAIL TRANSMISSION AND ANY ATTACHMENTS HERETO CONTAIN INFORMATION FROM THE LAW FIRM OF NEAL, GERBER & EISENBERG LLP WHICH IS CONFIDENTIAL AND PRIVILEGED. THE INFORMATION IS INTENDED FOR THE SOLE USE OF THE INDIVIDUAL OR ENTITY TO WHOM IT IS ADDRESSED. IF YOU ARE NOT THE INTENDED RECIPIENT YOUR USE, DISSEMINATION, FORWARDING, PRINTING OR COPYING OF THIS INFORMATION IS PROHIBITED. IF YOU HAVE RECEIVED THIS E-MAIL IN ERROR, PLEASE NOTIFY US BY TELEPHONE IMMEDIATELY SO THAT WE CAN ARRANGE FOR THE RETRIEVAL OF THE INFORMATION AT NO COST TO YOU.

From: barnes stanley [<mailto:redboxticketsusa@gmail.com>]

Sent: Tuesday, December 20, 2011 10:47 AM

To: Muraff, James P.

Subject: Deadline for Discovery Conference Opposition No. 91201218 Red Box Tickets USA, LLC.

Mr. Muraff,

Please contact Stanley Barnes Red Box Tickets USA, LLC. to schedule the Discovery Conference.

Please contact me via email or 314-974-8415

--

Stanley Barnes, CEO

Red Box Tickets USA, LLC.

redboxticketsusa@gmail.com

This electronic mail message contains information which is (a) LEGALLY PRIVILEGED, PROPRIETARY IN NATURE, OR OTHERWISE PROTECTED BY LAW FROM DISCLOSURE, and (b) intended only for the use of the Addressee (s) names herein. If you are not the Addressee (s), or the person responsible for delivering this to the Addressee (s), you are hereby notified that reading, copying, or distributing this message is prohibited. If you have received this electronic mail message in error, please contact us immediately at the telephone number shown below and take the steps necessary to delete the message completely from your computer system. Thank you.

--

Stanley Barnes, CEO

Red Box Tickets USA, LLC.

redboxticketsusa@gmail.com

This electronic mail message contains information which is (a) LEGALLY PRIVILEGED, PROPRIETARY IN NATURE, OR OTHERWISE PROTECTED BY LAW FROM DISCLOSURE, and (b) intended only for the use of the Addressee (s) names herein. If you are not the Addressee (s), or the person responsible for delivering this to the Addressee (s), you are hereby notified that reading, copying, or distributing this message is prohibited. If you have received this electronic mail message in error, please contact us immediately at the telephone number shown below and take the steps necessary to delete the message completely from your computer system. Thank you.

Exhibit F

ESTTA Tracking number: **ESTTA447673**

Filing date: **12/21/2011**

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

Proceeding	91201218
Party	Defendant Stanley Lee Barnes dba Red Box Tickets USA, LLC
Correspondence Address	STANLEY LEE BARNES 3127 SAINT VINCENT AVE SAINT LOUIS, MO 63104 UNITED STATES reachyou2007@yahoo.com
Submission	Other Motions/Papers
Filer's Name	Stanley Lee Barnes
Filer's e-mail	redboxticketsusa@gmail.com
Signature	/StanleyLeeBarnes/
Date	12/21/2011
Attachments	United_States_Patent_and_Trademark_Office (1).pdf (2 pages)(70866 bytes)

United States Patent and Trademark Office

Trademark Trial and Appeal Board

P.O. Box 1451

Alexandria, VA 22313-1451

Attention Michael B. Adlin, Interlocutory Attorney:

On November 10, 2011, the Board issued an order granting the opposer's consented motion to reopen the deadline to answer. After many attempts before the deadline I attempted to work with the opposer.

Currently, the Deadline for Discovery Conference opens today December 21, 2011

- 1) Via email I contacted Red box Automated Retail, LLC December 20,2011
- 2) Via email we spoke about a date and never confirmed the date.
- 3) Via serial phone calls to the attorneys office I learned that he is on vacation December 20,2011
- 4) I deem this is an attempt for the oppose to cause default and set aside and delay application , being that this is second attempt clearly has shown the oppose delay has been willing and in bad faith.

Please dismiss the Opposition No. 91201218 to default.

Stanley Barnes

Red Box Tickets USA, LLC.

314-974-8415

Deadline for Discovery Conference Opposition No. 91201218 Red Box
Tickets USA, LLC.

Inbox x

barnes stanley

Dec 20 (2 days
ago)

to James, bcc: raymondbucher, bcc: jmckissic

Mr. Muraff,

Please contact Stanley Barnes Red Box Tickets USA, LLC. to schedule the Discovery Conference.

Please contact me via email or 314-974-8415

barnes stanley

Dec 20 (1 day
ago)

to James

Mr. Muraff,

I am prepared to hold the conference next week at 10am December 29,2011 Thursday Chicago time works for Red Box Tickets USA, LLC .

1) Please advise once we agreed upon the date via email before 12 Noon Chicago time December 21,2011

Thanks Stan Barnes

Exhibit G

Receipt

Your submission has been received by the USPTO.
The content of your submission is listed below.
You may print a copy of this receipt for your records.

ESTTA Tracking number: **ESTTA447673**
Filing date: **12/21/2011**

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

Proceeding	91201218
Party	Defendant Stanley Lee Barnes dba Red Box Tickets USA, LLC
Correspondence Address	STANLEY LEE BARNES 3127 SAINT VINCENT AVE SAINT LOUIS, MO 63104 UNITED STATES reachyou2007@yahoo.com
Submission	Other Motions/Papers
Filer's Name	Stanley Lee Barnes
Filer's e-mail	redboxticketsusa@gmail.com
Signature	/StanleyLeeBarnes/
Date	12/21/2011
Attachments	United_States_Patent_and_Trademark_Office (1).pdf (2 pages)(70866 bytes)

----- Forwarded message -----

From: <estta-server@uspto.gov>

Date: Wed, Dec 21, 2011 at 3:28 PM

Subject: ESTTA. Other Motions/Papers confirmation receipt ID: ESTTA447673

<http://mail.aol.com/35138-111/aol-6/en-us/Suite.aspx>

12/21/2011

To: redboxticketsusa@gmail.com

Opposition No.: 91201218

Tracking No: ESTTA447673

ELECTRONIC SYSTEM FOR TRADEMARK TRIALS AND APPEALS Filing Receipt

We have received your Opposition No.: 91201218 submitted through the Trademark Trial and Appeal Board's ESTTA electronic filing system. This is the only receipt which will be sent for this paper. If the Board later determines that your submission is inappropriate and should not have been accepted through ESTTA, you will receive notification and appropriate action will be taken.

Please note:

Unless your submission fails to meet the minimum legal requirements for filing, the Board will not cancel the filing or refund any fee paid.

If you have a technical question, comment or concern about your ESTTA submission, call [571-272-8500](tel:571-272-8500) during business hours or e-mail at estta@uspto.gov.

The status of any Board proceeding may be checked using TTABVUE which is available at <http://ttabvue.uspto.gov>. Complete information on Board proceedings is not available through the TESS or TARR databases. Please allow a minimum of 2 business days for TTABVUE to be updated with information on your submission.

The Board will consider and take appropriate action on your filing in due course.

Printable version of your request is attached to this e-mail

ESTTA server at <http://estta.uspto.gov>

ESTTA Tracking number: ESTTA447673
Filing date: 12/21/2011

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

Proceeding: 91201218
Party: Defendant
Stanley Lee Barnes dba Red Box Tickets USA, LLC

Correspondence Address: STANLEY LEE BARNES
3127 SAINT VINCENT AVE
SAINT LOUIS, MO 63104
UNITED STATES
reachyou2007@yahoo.com Phone:

Submission: Other Motions/Papers

Filer's Name: Stanley Lee Barnes
Filer's e-mail: redboxticketsusa@gmail.com
Signature: /StanleyLeeBarnes/
Date: 12/21/2011

Attachments: United_States_Patent_and_Trademark_Office (1).pdf (2 pages)

--
Stanley Barnes, CEO
Red Box Tickets USA, LLC.
redboxticketsusa@gmail.com

This electronic mail message contains information which is (a) LEGALLY PRIVILEGED, PROPRIETARY IN NATURE, OR OTHERWISE PROTECTED BY LAW FROM DISCLOSURE, and (b) intended only for the use of the Addressee (s) names herein. If you are not the Addressee (s), or the person responsible for delivering this to the Addressee (s), you are hereby notified that reading, copying, or distributing this message is prohibited. If you have received this electronic mail message in error, please contact us immediately at the telephone number shown below and take the steps necessary to delete the message completely from your computer system. Thank you.