

ESTTA Tracking number: **ESTTA605055**

Filing date: **05/19/2014**

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

Proceeding	91215387
Party	Defendant Naomi R. Melton, Chelsea R. Melton and Adelaide S. Melton
Correspondence Address	NAOMI R MELTON 5814 KNOLLWOOD TRL SPRING, TX 77373-4985 UNITED STATES meltonnaomi@ymail.com, asmelton2002@yahoo.com, meltonchelsea@yahoo.com
Submission	Motion to Amend Application
Filer's Name	Adelaide Melton
Filer's e-mail	asmelton2002@yahoo.com
Signature	/Adelaide Melton/
Date	05/19/2014
Attachments	Opposition Agreement.pdf(2849337 bytes )

## AGREEMENT

This Agreement is made by and between Nike, Inc., a corporation organized under the laws of Oregon, whose address is One Bowerman Drive, Beaverton, Oregon 97005 (“NIKE”), and Naomi R. Melton, Chelsea R. Melton and Adelaide R. Melton, each one an individual citizen of the United States, whose address is 5814 Knollwood Trl, Spring, Texas 77373 (collectively “the MELTONS”). The agreement shall take effect as of the latest date entered in the space provided for the parties’ signatures below (the “Effective Date”).

WHEREAS, NIKE is the owner of the trademarks shown in the chart below (referred to collectively as the “JUMPMAN DESIGN Mark”), the United States trademark registrations for the marks, and all federal, state and common law trademark rights to the marks, including the goodwill of the business associated therewith:

Mark/SN/RN	Registration Date	Status	Goods/Services
 SN: 74/000758 RN: 1,742,019	December 22, 1992	Renewed  Incontestable	(Int'l Class: 18) All-purpose sports bags and backpacks  (Int'l Class: 25) Footwear and clothing, namely pants, shorts, shirts, t-shirts, sweatshirts, tank tops, warm-up suits, jackets, hats, caps, and socks
 SN: 73/728115 RN: 1,558,100	September 26, 1989	Renewed  Incontestable	(Int'l Class: 25) Footwear, t-shirts, shorts, pullovers, pants, warm-up suits and tank tops
 SN: 78/719454 RN: 3,428,287	May 13, 2008	Registered	(Int'l Class: 28) Basketballs

WHEREAS, NIKE has used the JUMPMAN DESIGN Mark in interstate commerce with certain of its goods since at least as early as 1988;

WHEREAS, long after NIKE commenced use and registered its JUMPMAN DESIGN Mark, the MELTONS filed a trademark application, SN 85/960046 to register the mark #IDOTHIS LIFE IN ACTION and Design, that includes the image of a JUMPMAN-like figure;

WHEREAS, NIKE has asserted that the MELTONS’ mark shown in application SN 85/960046, for “apparel for dancers, namely, tee shirts, sweatshirts, pants, leggings, shorts and jackets” in Int. Class 25 is likely to cause confusion with its JUMPMAN DESIGN Mark, and has filed Opposition No. 91215387 against the MELTONS’ application;

WHEREAS, the parties desire to resolve Opposition No. 91215387 amicably and avoid conflicts in the future;

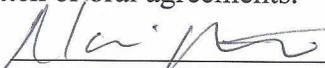
NOW, THEREFORE, in consideration of the mutual promises and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, NIKE and the MELTONS agree as follows:

1. The MELTONS agree that:
  - (A) Within thirty (30) days of the Effective Date of this Agreement, the MELTONS will discontinue all current uses of the mark shown in their Application No. 85960046, and in the future will not use or register any marks containing the JUMPMAN DESIGN Mark or a mark that is likely to cause confusion therewith, including the mark shown in their Application No. 85/960046;
  - (B) The MELTONS will adopt as their new mark the mark shown in Exhibit A ("MELTONS' Revised Mark"), and will transition to use of the mark shown in Exhibit A with thirty (30) days of the Effective Date of this Agreement;
  - (C) The MELTONS, with NIKE's consent, will submit an Agreed Motion for Amendment of Mark to the TTAB to change the form of the mark in the MELTONS' pending application (SN 85/960046) to show the MELTONS' Revised Mark (the form of the Motion for Amendment of Mark is set forth in Exhibit B); and
  - (D) If the TTAB does not approve the Agreed Motion for Amendment of Mark, the MELTONS, with the consent of Nike, will expressly abandon their application SN 85/960046. If the MELTONS wish to file a new application to register the MELTONS' Revised Mark, NIKE will not oppose the new application.

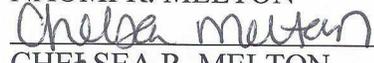
2. NIKE agrees that upon proof of compliance with paragraphs 2(A) through 2(D), NIKE will file a Motion to Withdraw, with MELTON's consent, Opposition No. 91215387.

3. This Agreement is binding on the parties, their successors, assigns, and licensees. This Agreement represents the complete and entire agreement and understanding between NIKE and MELTON and supersedes any prior written or oral agreements.

DATE: 5/7/14

  
\_\_\_\_\_  
NAOMI R. MELTON

DATE: 5/7/14

  
\_\_\_\_\_  
CHELSEA R. MELTON

DATE: 5-7-14

  
\_\_\_\_\_  
ADELAIDE R. MELTON

DATE: \_\_\_\_\_

NIKE, INC.  
\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Title: \_\_\_\_\_

**AMENDED DRAWING FOR SN 85/960046**

**Applicants:** Naomi R. Melton, Chelsea R. Melton and Adelaide R. Melton

**Address:** 5814 Knollwood Trl, Spring, Texas 77373-4985

**Goods:** Apparel for dancers, namely, tee shirts, sweatshirts, pants, leggings, shorts and jackets (Cl. 25)

[insert revised mark upon approval from NIKE]

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

NIKE, INC.	)	
	)	
	)	Opposition No. 91215387
Opposer,	)	
v.	)	Serial No. 85/960046
	)	
MELTON, NAOMI, R.,	)	
MELTON, CHELSEA, R. AND	)	
MELTON, ADELAIDE, R.,	)	#IDOTHIS LIFE IN ACTION and
	)	Design
Applicants.	)	
_____	)	

AGREED MOTION FOR AMENDMENT OF MARK

The parties to the above opposition have reached an agreement that, *inter alia*, requires the Applicants to make an amendment to its mark in Application SN 85/960046 that replaces the form of the human figure shown in the mark with another image. The form of the proposed amended mark is attached hereto as Exhibit 1.

Applicant believes that the proposed amendment to the mark does not constitute a material alteration to Applicant's mark, and respectfully requests that the Board grant the proposed amendment to the Applicant's mark.

Upon notification of the Board's ruling on whether to grant this Agreed Motion for Amendment of Mark, the parties will advise the Board as to the remaining status of the possible settlement of the opposition.

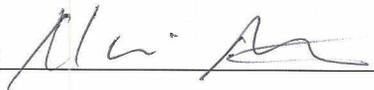
Stipulated and agreed to by the parties:

By: \_\_\_\_\_

Date: \_\_\_\_\_

Helen Hill Minsker  
Banner & Witcoff, Ltd.  
Ten South Wacker Drive  
Suite 3000  
Chicago, Illinois 60606  
(312) 463-5000

**Attorney for NIKE, INC.**

By: 

Date: 5-7-14

Naomi R. Melton  
5814 Knollwood Trl  
Spring, Texas 77373-4985

**Applicant.**

By: 

Date: 5-7-14

Chelsea R. Melton  
5814 Knollwood Trl  
Spring, Texas 77373-4985

**Applicant.**

By: 

Date: 5-7-14

Adelaide R. Melton  
5814 Knollwood Trl  
Spring, Texas 77373-4985

**Applicant.**

**EXHIBIT 1**

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[insert revised mark upon approval from NIKE]