

ESTTA Tracking number: **ESTTA641323**

Filing date: **11/25/2014**

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

Proceeding	91215583
Party	Plaintiff Facebook, Inc.
Correspondence Address	LORI F MAYALL COOLEY LLP 1299 PENNSYLVANIA AVENUE NW WASHINGTON, DC 20004 UNITED STATES trademarks@cooley.com, lmayall@cooley.com, thadid@cooley.com
Submission	Motion to Compel Discovery
Filer's Name	Rebecca Givner-Forbes
Filer's e-mail	rgivnerforbes@cooley.com, trademarks@cooley.com, bhughes@cooley.com, pwillsey@cooley.com
Signature	/Rebecca Givner-Forbes/
Date	11/25/2014
Attachments	P's Motion to Compel.pdf(3990009 bytes)

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

In the matter of application Serial No. 85/917,730
For the Trademark BLASSBOOKS.COM
Published in the Official Gazette on September 24, 2013

FACEBOOK, INC.,)	
)	
Opposer,)	
)	Opposition No. 91215583
v.)	
)	
BLASSBOOKS, LLC,)	
)	
Applicant.)	
<hr/>		

MOTION TO COMPEL DISCOVERY AND FOR AN EXTENSION OF DEADLINES

Pursuant to 37 CFR § 2.120(e)(1), Opposer Facebook, Inc. (“Facebook”) moves the Board to compel Applicant Blassbooks, LLC (“Applicant”) to produce documents responsive to Facebook’s Requests for Production Nos. 3 – 10, 15 – 21, 23 – 28, and 30 and serve complete responses to Interrogatories Nos. 2 – 6, 8, 9, 12, 14, 16 – 21, 23, and 24, without objections. As set forth in detail below and in the accompanying Declarations of Brendan J. Hughes (“Hughes Decl.”) and Rebecca Givner-Forbes (“Givner-Forbes Decl.”), Facebook has made a concerted good faith effort to resolve this discovery dispute, with little result.

Facebook further respectfully requests that the Board enter an order confirming that, pursuant to Federal Rule of Civil Procedure 36(a), Facebook’s Requests for Admission are deemed admitted and the factual matters therein conclusively established due to Applicant’s failure to timely serve its responses. Facebook also requests that the Board suspend the proceeding and reset all deadlines by 90 days upon disposition of this motion, so Facebook may

review any discovery Applicant is compelled to produce and use such discovery to prepare for the deposition of Applicant. *See* 37 C.F.R. § 2.120(e)(2).

I. INTRODUCTION

Applicant has prejudiced Facebook's ability to prosecute this opposition by failing to satisfy its discovery obligations. Facebook served its first sets of Requests for Production, Requests for Admission, and Interrogatories on Applicant on July 2, 2014. As set forth below, since that time Facebook has expended substantial effort to obtain complete responses and responsive documents from Applicant with little success. With the close of discovery fast approaching, Facebook is left with no choice but to move this Board to compel Applicant to fully satisfy its obligations with respect to the Requests for Production and Interrogatories that are the subject of this motion. Facebook cannot effectively prosecute this opposition without such discovery.

II. PROCEDURAL AND FACTUAL BACKGROUND

On April 29, 2013, Applicant filed its application to register the mark BLASSBOOKS.COM in connection with "on-line social networking services" in Class 45 on an intent-to-use basis. Facebook timely filed an extension of time to oppose on October 17, 2013. (Hughes Decl. ¶ 2.) Facebook and Applicant engaged in correspondence thereafter in an effort to resolve Facebook's concerns informally. (*Id.*, ¶ 3.) Initially, Applicant indicated that it was consulting an attorney, and copied the attorney on an email to Facebook on February 18, 2014. (*Id.*, ¶ 4.) The attorney promptly informed Facebook he was not representing Applicant and asked to be removed from such communications. (*Id.*; Ex. A.) Thereafter, Facebook communicated with Applicant in its *pro se* capacity. The parties were unable to resolve their dispute prior to the deadline to oppose. (*Id.*, ¶ 3.)

On March 24, 2014, Facebook timely filed a Notice of Opposition to Applicant's mark on the grounds of a likelihood of confusion with, and dilution of, the FACEBOOK marks. (Dkt. No. 1.) Applicant filed its Answer on May 7, 2014. (Dkt. No. 4.)

The parties held their discovery conference on June 3, one day after the deadline set by the Board's scheduling order, after Applicant did not join the telephone conference the parties had scheduled for the previous day. (Givner-Forbes Decl. ¶ 2; Ex. A.) During the parties' discovery conference, Applicant stated that its website, through which it intended to offer its services under the BLASSBOOKS.COM mark, had been fully functional until April 2014, when it had been hacked. (*Id.*, ¶ 3.) Applicant claimed that 67,000 people had been members of Applicant's website. (*Id.*, ¶ 4.)

Facebook timely served its Initial Disclosures on July 2. Applicant has never served its Initial Disclosures. (Givner-Forbes Decl., ¶ 5.) Facebook also served its first sets of Requests for Admission, Requests for Production, and Interrogatories on Applicant on July 2. (*Id.*, ¶¶ 6-9; Exs. B-D.) Facebook served these via U.S. Mail and, accordingly, Applicant's responses were due 35 days after service, on August 6. (*Id.*, ¶ 6.) In an email to Facebook on July 16, Applicant acknowledged receipt of Facebook's disclosures and discovery requests. (*Id.*, ¶ 10; Ex. E.) During a telephone conference with Facebook's counsel on July 21, Applicant confirmed it would meet its August 6 deadline. (*Id.*, ¶ 11.) During another telephone conference on July 31, Applicant again assured Facebook it would soon serve its discovery responses. (*Id.*, ¶ 12.) As described below, Applicant failed to do so.

On August 7, the day after the deadline, Applicant's CEO called Facebook's counsel to say that he had taken ill with a virus on August 2, and that this illness was responsible for the missed deadline. (*Id.*, ¶ 13.) Applicant's CEO further indicated that he had recovered from his

illness. (*Id.*) He also said that he was nearly finished preparing Applicant's responses and would serve these "within the next couple of days." (*Id.*) Based on these representations, and the fact that Applicant had called the morning after the missed deadline, Facebook agreed that it would accept Applicant's responses when Applicant served them within a couple of days. (*Id.*)

Five days later, on August 12, Facebook had not yet received Applicant's responses. Facebook emailed Applicant to set a deadline of August 13, which was one week after the original deadline and several days longer than Applicant had told Facebook it needed. (*Id.*, ¶ 14; Ex. F.) In an email on August 13, Applicant's CEO apologized for his delay but offered no reason for the continued failure to serve any discovery responses. (*Id.*, ¶ 15; Ex. G.) Facebook replied to Applicant's CEO's email as follows:

Thank you for your message. However, you have provided no explanation for this latest delay. If there are circumstances of which we should be aware contributing to your delay, please let me know a time tomorrow when you are available for a call to discuss. But we cannot simply give you an open-ended period in which to provide your responses and responsive documents. We will agree to extend the original deadline of August 6th by two weeks, or **August 20th**. To be clear, if you do not serve your responses and responsive documents to Facebook's Interrogatories, Requests for Admissions, and Requests for Production by August 20th, all of the attendant consequences of missing your discovery deadline will apply. In particular, I draw your attention to Instruction No. 6 from Facebook's Requests for Admissions, which reads:

"Any Request set forth below to which there has not been an adequate and timely response may be deemed admitted and, therefore, conclusively established for purposes of this ACTION."

(*Id.*, ¶ 16; Ex. H.)

Applicant did not schedule a call with Facebook to discuss any reason for its delay, and it did not meet the August 20 deadline. (*Id.*, ¶ 17.) Applicant called or emailed Facebook four times between August 20 and September 30 to discuss settlement, but Applicant never provided any explanation for its failure to fulfill its discovery obligations. (*Id.*, ¶¶ 18-19.) Facebook sent

Applicant a letter on September 9 requesting that they meet and confer regarding Applicant's discovery responses, but Applicant did not respond. (*Id.*, ¶ 20; Ex. I.)

On September 30, 2014, almost six weeks after the (twice extended) August 20 deadline and without a word of explanation for its delay, Applicant finally served responses to Facebook's Requests for Admission and Interrogatories, and served written responses to Facebook's Requests for Production, but no documents. (*Id.*, ¶ 21; Ex. J.)

Nearly all of Applicant's discovery responses were deficient. In response to 22 of Facebook's Requests for Production, Applicant wrote "See Attached." (*Id.*, ¶ 22; Ex. K.) However, Applicant did not attach any documents. Instead, Applicant insisted that Facebook sign a non-disclosure agreement as a condition for receiving responsive documents. (*Id.*) In response to seven Requests for Production, Applicant wrote "NONE," but did not indicate whether it had searched for documents. (*Id.*) Applicant objected on the basis of relevance to Request for Production No. 5, which requested documents sufficient to show the prices charged for goods and services under Applicant's mark. (*Id.*) In response to Request for Production No. 24, which requested documents sufficient to show the identities of individuals involved in marketing Applicant's goods and services, Applicant wrote only "Facebook ads, Google Ads, etc." (*Id.*)

Applicant's responses to Facebook's Interrogatories were similarly non-substantive or otherwise incomplete. (*Id.*, ¶ 23; Ex. L.) Those that are the subject of the instant motion are summarized below:

- **Interrogatories Nos. 5, 6, 19, & 20:** Interrogatories Nos. 5, 6, and 19 seek information regarding the goods and services with which Applicant uses or intends to use its mark, as well as Applicant's marketing, advertising, and promotion of such goods and services. Applicant's response to each of these was "BOOK EXCHA[N]GE, SOCIAL MEDIA, AND FREE BOOK MARKET PLACE." Applicant responded to Interrogatory No. 20, seeking the nature, geographic scope, and annual expenditures on advertising, with

“GOOGLE ADS, FACEBOOK ADS, BILLBOARDS, FLYERS, VIDEO COMMERCIALS, AND TV COMMERCIALS.”

- **Interrogatories Nos. 17, 18, & 24:** Interrogatories Nos. 17 and 18 seek information regarding Applicant’s actual or anticipated plans to expand its channels of trade or the types of goods and services offered under its mark. Interrogatory No. 24 requests monthly data on the number of users of Applicant’s services. Applicant answered “See Attached,” in response to each of these Interrogatories. But it did not attach or otherwise produce documents from which the information sought by these Interrogatories can be ascertained.
- **Interrogatories Nos. 8, 9, & 16:** Interrogatories Nos. 8 and 9 seek information on Applicant’s channels of trade and target customers. Applicant responded that its channels of trade are “INTERNET, BILLBOARDS, FLYERS, AND VIDEO COMMERCIALS” and its target customers are “STUDENTS WORLDWIDE.” Interrogatory No. 16 seeks the prices charged for each good or service Applicant has offered, currently offers, or intends to offer in connection with its mark, to which Applicant answered “FREE.”
- **Interrogatories Nos. 4, 12 & 14:** Interrogatory No. 4 seeks the facts and circumstances surrounding Applicant’s selection and adoption of its mark. Applicant responded “Describes the main services of my page (BLASSBOOKS = FASTBOOKS).” Interrogatories Nos. 12 and 14 seek the facts and circumstances under which Applicant first heard of or learned of Facebook and the details of Applicant’s communications concerning Facebook’s trademark rights in the FACEBOOK marks. To each of these, Applicant responded “DON’T REMEMBER.”
- **Interrogatories Nos. 2, 3, & 21:** These Interrogatories ask Applicant to identify the persons with knowledge of Applicant’s selection or adoption of its mark, with involvement in or knowledge of the facts relating to Applicant’s efforts to register its mark, or who supplied information, documents, or files used in Applicant’s preparation of its interrogatory responses. Applicant identified only its CEO, Edward Josue Rodriguez Vallejo, in response to each of these Interrogatories.
- **Interrogatory No. 23:** This Interrogatory asks Applicant to identify its agreements, contracts, and licenses relating to the BLASSBOOKS.COM mark. Applicant objected on the basis that a response was unlikely to lead to admissible evidence.

In addition, Applicant identified March 18, 2012, as its date of first use. (Interrogatory No. 7). (*Id.*) Applicant’s interrogatory responses were not signed under oath in accordance with Federal Rule of Civil Procedure 33(b)(3). (*Id.*)

Applicant also served late responses to Facebook's Requests for Admission on September 30. (*Id.*, ¶ 24.) As a result of its failure to timely serve responses to Facebook's Requests for Admission, Applicant admitted the following facts:

- Applicant was aware of Facebook (a) prior to the selection and adoption of Applicant's mark; and (b) at the time the application was filed. (*Id.*; Requests for Admission Nos. 1, 2.)
- Applicant did not conduct a clearance search or seek legal advice prior to filing its application and was aware that the FACEBOOK marks were registered. (*Id.*; Requests for Admission Nos. 3, 4, 5.)
- Facebook is the valid owner of the FACEBOOK marks, and it did not consent to registration of Applicant's mark. (*Id.*; Requests for Admission Nos. 6, 7.)
- The FACEBOOK marks are well known, and were well known at the time Applicant filed its application. (*Id.*; Requests for Admission Nos. 8, 9.)
- The FACEBOOK marks are famous, and were famous at the time Applicant filed its application. (*Id.*; Requests for Admission Nos. 10, 11.)
- Applicant's mark and the FACEBOOK marks both: (a) contain the word "book"; (b) are similar in visual appearance; (c) are similar phonetically; and (d) create a similar commercial impression. (*Id.*; Requests for Admission Nos. 12, 13, 14, 15.)
- Applicant offers or intends to offer goods or services that are identical or nearly identical to those offered under the FACEBOOK marks. (*Id.*; Requests for Admission Nos. 16, 17, 18, 19, 23.)
- Applicant's services: (a) are advertised or will be advertised through the same marketing channels as the goods and services offered by Facebook under the FACEBOOK marks; (b) are available or will be made available to consumers through the same channels of trade as those used by Facebook to offer its goods and services under the FACEBOOK marks; and (c) are or will be marketed, advertised, and sold to the same target consumers as the goods and services Facebook offers under the FACEBOOK marks. (*Id.*; Requests for Admission Nos. 20, 21, 22.)
- Applicant adopted its mark with the intent that consumers associate Applicant's mark with Facebook and the FACEBOOK marks and to capitalize on the goodwill of the FACEBOOK marks. (*Id.*; Requests for Admission Nos. 24, 25.)

Following receipt of Applicant's discovery responses, Facebook sent Applicant a meet & confer letter on October 10. (*Id.*, ¶ 25; Ex. M.) In this letter, Facebook explained that the

Board's standard protective order governed Applicant's document production, and thus Applicant's demand that Facebook sign a nondisclosure agreement as a condition of receiving documents was inappropriate. (*Id.*) The letter also explained that nearly all of Applicant's written responses to Facebook's Requests for Production and Interrogatories were insufficient and that Applicant's interrogatory responses were not signed under oath. (*Id.*) It further stated that Applicant's Requests for Admission were deemed admitted by virtue of being untimely, but explained that Applicant may file a motion to amend or withdraw such admissions and replace them with its late-filed responses. (*Id.*) Finally, it asked the Applicant to meet and confer with Facebook to discuss its deficient interrogatory and Request for Production responses. (*Id.*)

Applicant responded to Facebook's letter, and a follow-up email, not by agreeing to meet and confer, but by making another settlement proposal. (*Id.*, ¶¶ 26-27; Ex. N.) Facebook repeated its request for a conference to discuss discovery. (Hughes Decl., ¶ 5.) On October 27, the parties conferred by phone and Applicant agreed to send responsive documents by October 31, 2014. (Hughes Decl., ¶ 6.) Applicant did not agree to supplement its interrogatory responses. (*Id.*) October 31 came and went, and Applicant did not send responsive documents as promised.

On November 3, Facebook again asked for the promised documents. (*Id.*, ¶ 7; Ex. B.) On November 5, Applicant produced a total of eleven documents. (*Id.*, ¶ 8.) Four of these consisted of boilerplate corporate formation documents for Blassbooks, LLC. (*Id.*) The remaining production consisted of U.S. trademark search results for BLASSBOOKS.COM, four documents detailing rates and locations of billboard advertising in Miami, Florida, a 2013 sponsorship request form submitted to a third-party company proposing that the company sponsor an event at www.blassbooks.com, and a business plan dating back to August 2013. (*Id.*,

¶¶ 8-9.) On November 10, Applicant also sent a quote from a video production agency, dated November 9, 2014, setting forth estimated production costs for commercials. (*Id.*, ¶ 10.) Applicant also re-sent the same interrogatory responses it sent on September 30, which were still unsigned. (*Id.*, ¶ 8.)

At Facebook's request, the parties met and conferred again on November 11. (*Id.*, ¶¶ 11-15; Givner-Forbes Decl., ¶ 30; Ex. O.) Facebook explained that the few documents Applicant had produced could not possibly constitute all responsive documents in its possession, particularly in light of Applicant's claimed first use date of March 18, 2012 and Applicant's assertion that its website had recently been fully functional with tens of thousands of members. (*Id.*) Moreover, the contents of some of Applicant's produced documents and written discovery responses suggested the existence of additional responsive documents. (*Id.*) Facebook noted in particular that Applicant's August 2013 business plan identified channels of trade, advertising and promotional plans and partners, and goods and services offered or to be offered under the BLASSBOOKS.COM mark, for which no additional documents had been produced. (*Id.*) The business plan also indicated the existence of individuals involved in Applicant's business who had not been identified and from whom no responsive documents or communications had been produced. (*Id.*)

During the parties' November 11 conference, Applicant further revealed that, in addition to having offered services in commerce under its mark between March 2012 and April 2014, Applicant had fully completed development of a revamped website through which it intended to relaunch these services, and planned to do so upon resolution of its dispute with Facebook. (*Id.*) Applicant also explained that its intended services under its mark included not only the social networking services identified in its application, but also the provision of advertising services to

others, and that Applicant expected these services to compete directly with Facebook's advertising services. (*Id.*)

Applicant also confirmed that it possessed various responsive documents that it had not yet produced. These include the following:

- Screenshots showing the BLASSBOOKS.COM mark in use on Applicant's website, which Applicant told Facebook had been fully developed but not yet relaunched.
- Communications with vendors that are developing, designing, and maintaining Applicant's website.
- Drafts of logos and other components of Applicant's website.
- Documents concerning Applicant's intended services and plans for those services, including social media features such as user profiles, chat, video chat, and social games, which Applicant described during the November 11 meet and confer call.
- Communications with vendors that create advertisements, including commercials, for Applicant's services under the BLASSBOOKS.COM mark.
- Documents concerning Applicant's past use of the mark from when it previously offered services through its website, including numbers of members, communications with members, dates of membership, and screenshots showing the services offered under the BLASSBOOKS.COM mark.
- Documents concerning the advertising services Applicant previously offered or intended to offer to businesses through its website, including the advertising services that Applicant stated would compete directly with Facebook.
- Communications with an investor relating to Applicant's business or marketing plans.

Applicant provided no explanation for its failure to produce such documents, but agreed to do so by November 13, 2014. (*Id.*) Applicant refused Facebook's repeated request that it supplement its responses to Facebook's Interrogatories, however, saying "you guys have all the information you need." (*Id.*) Facebook's counsel informed Applicant that Facebook would have no choice but to move to compel such responses and, if Applicant did not fully satisfy its obligations with respect to Facebook's Requests for Production by November 13, its production of documents. (*Id.*) After the parties' meet & confer, Facebook's counsel sent Applicant an email restating this position. She also described the specific categories of documents Applicant

had admitted to possessing as well as additional documents that were likely to exist based on the parties' discussions and Applicant's discovery to date. (Givner-Forbes Decl., ¶ 30; Ex. O.)

III. ARGUMENT

A. Facebook's Motion to Compel is Timely and Well-Supported.

Trademark Rule § 2.120(e)(1) provides, in relevant part, that “[i]f a party...fails to answer...any interrogatory, or fails to produce and permit the inspection and copying of any document or thing, the party...seeking discovery may file a motion to compel...an answer or production....” 37 C.F.R. § 2.120(e)(1); *see also* TBMP § 523. The moving party must (1) support its motion with a written statement showing a good faith effort to resolve the issues presented in the motion, (2) include with its motion a copy of any interrogatory or document request which is the subject of the motion as well as any answer or proffer of production or objection made in response, and (3) file its motion prior to the close of discovery and the commencement of the first testimony period. 37 C.F.R. § 2.120(e)(1).

1. Facebook Has Made a Good Faith Effort to Resolve This Dispute.

In support of a motion to compel, the movant must provide a written statement “showing that it has made a good faith effort, by conference or correspondence, to resolve the issues with the other party, but that the parties were unable to resolve their differences.” *Hot Tamale Mama ... and More, LLC v. SF Investments, Inc.*, 110 USPQ2d 1080, 1081 (TTAB 2014) (*citing* 37 C.F.R. § 2.120(e)(1); TBMP § 523.02). When a party attempts to fulfill this obligation, the other party “is under an equal obligation to participate in good faith” in such efforts to resolve the dispute. *Amazon Tech. Inc. v. Wax*, 93 USPQ2d 1702, 1705 (TTAB 2009). “[F]ollowing such contact, if the party seeking discovery is dissatisfied with the adverse party's answer, it may file a motion to compel.” *Hot Tamale Mama ... and More, LLC*, 110 USPQ2d. at 1080-81; *see also Pioneer Kabushiki Kaisha v. Hitachi High Tech. America Inc.*, 74 USPQ2d 1672, 1679 (TTAB

2005) (two letters requesting documents prior to moving to compel “demonstrate[d] a good faith effort to resolve the discovery dispute at issue.”).

As detailed above, Facebook agreed to two extensions of Applicant’s original deadline of August 6 (first to August 13, then to August 20) and asked Applicant to call Facebook to discuss any reason why it would not be able to meet the August 20 deadline. Facebook then sent Applicant a meet & confer letter on September 9 but received no response. Following Applicant’s inexplicably late service of deficient responses on September 30, Facebook sent Applicant another, detailed letter and met and conferred with Applicant twice in an effort to obtain information and documents responsive to certain of the Interrogatories and Requests for Production. In response to those efforts, Applicant produced a scant twelve documents, confirmed that it was holding back additional responsive documents, and missed two extended deadlines (October 31, then November 13) to complete its document production. Applicant also repeatedly refused to supplement its interrogatory responses.

Facebook has put forth a good faith effort to resolve this dispute, but this impasse now regrettably requires the Board’s intervention.

2. Facebook’s Motion Is Accompanied by the Discovery Requests in Dispute

A motion to compel shall be accompanied by the discovery requests in dispute and any responses or proffers of production thereto. 37 C.F.R. § 2.120 (e)(1); TBMP § 523.02. The Requests for Production and Interrogatories at issue, and Applicant’s written responses, are attached as Exhibits to this motion. *See* Givner-Forbes Decl., ¶¶ 6-9; Exs. C-D (Facebook’s Requests for Production and Interrogatories); *id.*, ¶¶ 20-21, K-L (Applicant’s responses). Accordingly, Facebook has satisfied this requirement.

3. Facebook's Motion Is Timely Filed.

A party seeking an order compelling discovery must file a motion to compel prior to the close of discovery. 37 C.F.R. § 2.120(e)(1). Discovery closes in this proceeding on November 29, 2014. Facebook's motion therefore is timely filed.

B. The Board Should Issue an Order Compelling Applicant to Search for and Produce, Without Objection, Documents Responsive to Requests for Production Nos. 3 – 10, 15 – 21, 23 – 28 and 30; and to Serve, Without Objection, Complete Responses to Interrogatories Nos. 2 – 6, 8, 9, 12, 14, 16 – 21, 23, and 24.

“Each party has a duty to make a good faith effort to satisfy the reasonable and appropriate needs of its adversary.” *Panda Travel Inc. v. Resort Option Enterprises, Inc.* 94 USPQ2d 1789, 1791 (TTAB 2009). Moreover, “[a] party which fails to respond to interrogatories or document requests during the time allowed for, and which is unable to show excusable neglect, may be found, upon motion to compel filed by the propounding party, to have forfeited its right to object to the discovery request on its merits.” TBMP § 403.03; *see also Envirotech Corp. v. Compagnie Des Lampes*, 219 USPQ 448, 449 (TTAB 1979).

As described below, the Interrogatories and Requests for Production that are the subject of this motion seek documents and information that are reasonable and appropriate subjects for discovery, and to which Applicant's responses are inadequate. Further, because Applicant has offered no explanation for its continuing delay in fulfilling its obligations, it should be compelled to provide the requested discovery without objection.

1. Applicant Failed to Respond Adequately to Numerous Document Requests.

A party served with document requests is “obligated to respond to each request; and a proper response requires either stating that there are responsive documents and they will be produced or withheld on a claim of privilege or stating that [it] has no responsive documents.” *No Fear, Inc. v. Rule*, 54 USPQ2d 1551, 1555 (TTAB 2000); *see also Fed. R. Civ. P.*

34(b)(2)(B). In addition, the responding party “has a duty to thoroughly search its records for all information properly sought in the request....” TBMP § 408.02.

a) Requests for Production Nos. 3, 4, 7, 8, 15 – 21, 23, 25 – 28, 30.

Documents that bear on the *DuPont* factors, including the nature of the goods and services, the channels of trade, advertising and marketing for such services, and the target customers and degree of care exercised by such customers, are discoverable. *See generally In re E. I. du Pont de Nemours & Co.*, 177 USPQ 563 (CCPA 1973); TBMP § 414. Moreover, “[a] party may not mislead its adversary by stating that it will produce documents, and then fail to do so and claim that the documents are not within its possession or control.” *Pioneer Kabushiki Kaisha*, 74 USPQ2d at 1679.

Requests for Production Nos. 3, 4, 7, 8, 15 – 21, 23, 25 – 28, and 30 seek information directly probative of the *DuPont* factors, including the nature of Applicant’s goods or services (Nos. 3, 7, 8, 15), its advertising and marketing (Nos. 16, 19, 20, 23, 30), channels of trade (No. 21), and target customers (Nos. 17, 18), as well as specific types of documents probative of these factors that the Board has held discoverable, including numbers or classes of customers (Nos. 26-28), annual advertising expenditures (No. 25), and documents concerning a claimed date of first use (No. 4). *See* TBMP § 414(3),(5),(18).

Applicant agreed to produce documents responsive to these Requests for Production multiple times, first by responding “See Attached” and representing that Facebook would receive the documents once it executed a non-disclosure agreement, and again during both of the parties’ meet and confer calls. To date, however, Applicant has produced only seven documents responsive to these Requests for Production: its August 2013 business plan, rate lists and estimates for billboard and video advertising, and the August 2013 proposal to AT&T to sponsor a modeling contest. The paucity of documents produced, including a complete lack of email

communications, strongly indicates the existence of additional responsive documents. Further, Applicant admitted to holding back several categories of responsive documents during the parties' November 11 meet & confer.

Accordingly, the Board should compel Applicant to conduct thorough searches for and produce all documents responsive to each of these Requests for Production without objection.

b) Requests for Production Nos. 6, 9, and 10.

Information concerning a party's selection and adoption of its mark, as well as third parties' adoption or use of the mark, are proper subjects of discovery requests. *See* TBMP § 414(4) ("Information concerning a party's selection and adoption of its involved mark is generally discoverable (particularly of a defendant)."); *Johnston Pump/General Valve Inc. v. Chromalloy American Corp.*, 10 USPQ2d 1671, 1675 (TTAB 1988) (agreements and arrangements with third parties relating to the challenged mark are relevant and discoverable).

Requests for Production Nos. 6, 9, and 10 seek documents concerning Applicant's selection and adoption of the BLASSBOOKS.COM mark, and the adoption, use, and intended use of the mark by third parties. Applicant responded to each of these Requests for Production by claiming that no responsive documents exist, but without indicating that it had fulfilled its obligation to conduct appropriate searches. The balance of available information, including Applicant's own statements regarding the extent of its past and current use of its mark and its relationships with vendors and other third parties, suggests that Applicant has not thoroughly searched for and produced documents responsive to these Requests for Production. The Board should therefore order it do so without objection.

c) Request for Production No. 5.

The prices charged for goods and services under a challenged mark bear directly on two *DuPont* factors, including the relatedness of the parties' goods and services and the degree of

care exercised by the customers for those goods and services. *See, e.g., Century 21 Real Estate Corp. v. LendingTree Inc.*, 76 USPQ2d 1769, 1779 (3d Cir. 2005). Request for Production No. 5 requests documents sufficient to show the prices of Applicant's goods and services under its mark. Applicant's objection on the basis of relevance to this request is invalid, and the Board should order Applicant to produce the documents sought by this Request without objection.

d) Request for Production No. 24.

The identities of persons involved in marketing a party's goods or services under the involved mark are discoverable. *See* TBMP § 414(17). Request for Production No. 24 seeks documents sufficient to show the identities of such persons. Applicant's response to Request for Production No. 24, "Facebook ads, Google Ads, etc." is entirely inappropriate, as it says nothing about the existence (or lack thereof) of the documents sought by this request. *See* Fed. R. Civ. P. 34(b)(2)(B); *No Fear, Inc.*, 54 USPQ2d at 1555. The Board should order Applicant to produce the documents sought by this Request for Production without objection.

2. Applicant Failed to Respond Adequately to Numerous Interrogatories.

"[I]t is incumbent upon a party who has been served with interrogatories to respond by articulating his objections (with particularity) to those interrogatories which he believes to be objectionable, and by providing the information sought in those interrogatories which he believes to be proper." *Amazon Tech. Inc. v. Wax*, 93 USPQ2d 1702, 1705 (TTAB 2009) (quoting *Medtronic, Inc. v. Pacesetter Systems, Inc.*, 222 USPC 80, 83 (TTAB 1984)). In addition, the Federal Rules of Civil Procedure require a party to respond "separately and fully" to each interrogatory and to certify its responses under oath. Fed. R. Civ. P. 33(b)(3).

a) Interrogatories Nos. 5, 6, 19, and 20.

As already discussed, information concerning the goods and services with which Applicant currently uses or intends to use its mark is discoverable, as is information concerning the marketing, advertising, and promotion of such goods and services. Applicant's response to each of Interrogatories Nos. 5, 6 and 19 seeking such information reads: "BOOK EXCHA[N]GE, SOCIAL MEDIA, AND FREE BOOK MARKET PLACE." This response is insufficient in each case because Applicant's other discovery responses suggest that Applicant intends to offer a broad variety of goods and services (*e.g.*, advertising services, a mobile app) and to employ a number of marketing and promotional channels and platforms (*e.g.*, contests, referral programs, and viral marketing). Applicant also responded insufficiently to Interrogatory No. 20, which asked Applicant to describe in detail the nature, geographic scope, and annual expenditures for any advertising associated with the BLASSBOOKS.COM mark. Applicant responded only with "GOOGLE ADS, FACEBOOK ADS, BILLBOARDS, FLYERS, VIDEO COMMERCIALS, AND TV COMMERCIALS." This is insufficiently descriptive of the nature of such advertising, and includes none of the required information about the geographic scope and annual expenditures on such advertising. The Board should order Applicant to respond separately and completely to each of these Interrogatories.

b) Interrogatories Nos. 17, 18, and 24.

A party's plans to expand its channels of trade, the types of goods and services offered under its mark, and the numbers of customers for its goods and services under the mark are discoverable. *See* TBMP § 414(8) (plans for expansion discoverable); *see also* TBMP § 414(3)(18) (information concerning classes of customers and amount of sales of involved goods and services are discoverable). Further, when "a responding party makes the decision to produce documents in lieu of responding directly to an interrogatory, a duty is imposed on the party to

provide documents from which the response to the interrogatory is clearly ascertainable.” *Johnson & Johnson and RoC Int’l S.A.R.L. v. Obschestvo s ogranichennoy; ot vetstvennosti u “WDS”*, 95 USPQ2D 1567 (TTAB 2010). A party may not supply business records in lieu of a written response “unless it can establish that providing written responses would impose a significant burden on the party” and it specifically identifies the documents which it knows to contain the responsive information. *No Fear, Inc.*, 54 USPQ2d at 1555.

These Interrogatories seek information concerning Applicant’s plans to expand its channels of trade and the services offered under its mark, as well as the number of customers for the services it previously offered under its mark. Applicant responded to each of these Interrogatories with “See Attached,” but did not meet the above requirements for responding with business records in lieu of a written response. Further, the information sought by these Interrogatories is not clearly ascertainable from the few business records Applicant has produced. The Board should therefore order Applicant to provide full and complete written responses to each of these Interrogatories.

c) Interrogatories Nos. 8, 9, and 15.

Interrogatories Nos. 8, 9, and 15 seek information regarding Applicant’s channels of trade, target customers, and prices for its goods and services, all of which, as described in Section III(B)(1)(a)-(c), are discoverable. Applicant’s descriptions of its channels of trade (“INTERNET, BILLBOARDS, FLYERS, AND VIDEO COMMERCIALS”), target customers (“STUDENTS WORLDWIDE”), and prices for each of its goods and services (“FREE”) in response are insufficiently detailed to fulfill Applicant’s obligation under Federal Rule of Civil Procedure 33 to provide full and separate responses to each interrogatory. Other information provided by Applicant suggests additional channels of trade. In addition, the target market and

prices of Applicant's advertising services are unlikely to be confined to students and offered free of charge. Applicant should be compelled to serve complete answers to these Interrogatories.

d) Interrogatories Nos. 4, 12 and 14.

The circumstances under which an applicant selected and adopted its mark, as well as the circumstances under which it acquired knowledge of the opposer's mark, are discoverable. *See* TBMP § 414(19). Applicant may not satisfy its obligations with respect to such requests by asserting that it does not remember the answer; it must search its files to ascertain the requested information. *See American Optical Corp. v. Exomet, Inc.*, 181 USPQ 120, 123 (TTAB 1974) (applicant required to go through its files to determine when it acquired actual knowledge of opposer's marks).

Interrogatory No. 4 seeks the facts and circumstances surrounding Applicant's selection of the BLASSBOOKS.COM mark. Applicant responded by saying that the mark means "Fast Books." This response is incomplete. Interrogatories Nos. 12 and 14 seek information regarding the circumstances under which Applicant acquired knowledge of Facebook's marks and Applicant's communications with others about Facebook's rights in its marks. Applicant responded by saying "Don't Remember." It is indisputable that Applicant at some point acquired knowledge of Facebook's marks, and that it has communicated with others about Facebook's rights in its marks, such as the attorney Applicant copied on its early communications with Facebook. The Board should order Applicant to serve full and detailed responses to these Interrogatories, and to review its records if memory fails to supply the requested information.

e) Interrogatories Nos. 2, 3, and 21.

Interrogatories Nos. 2, 3, and 21 seek the identities of people likely to have relevant information regarding Applicant's selection and adoption of, and efforts to register its mark, and

of people who supplied information or documents used to prepare Applicant's interrogatory responses. Applicant identified only its CEO. Applicant, however, has told Facebook that it has communicated with vendors and at least one investor, and Applicant's business plan identifies four other individuals involved in Applicant's business under the BLASSBOOKS.COM mark. Applicant should be ordered to supplement its responses to these Interrogatories as needed, with the reminder that it will need to certify its responses under oath.

f) Interrogatory No. 23.

Information concerning a party's agreements, contracts, and licenses relating to its mark is discoverable. *See Johnston Pump/General Valve Inc.*, 10 USPQ2d at 1675 (agreements and arrangements with third parties relating to the challenged mark are relevant and discoverable). Interrogatory No. 23 asks Applicant to identify any such agreements, contracts, and licenses. Applicant objected on the basis that a response was unlikely to lead to admissible evidence. This objection is invalid. Applicant should be compelled to identify agreements, contracts, and licenses in satisfaction of this request.

C. The Board Should Confirm That Facebook's Requests for Admission Are Deemed Admitted.

Federal Rule of Civil Procedure 36(a)(3) states in relevant part that "[a] matter is admitted unless, within 30 days after being served, the party to whom the request is directed serves on the requesting party a written answer or objection addressed to the matter and signed by the party or its attorney." The Rule provides for admission by operation of law, which conclusively establishes the matters that are the subject of the Requests for Admission as admitted unless the admitting party moves to amend or withdraw. *See Fram Trak Industries Inc. v. WireTracks, LLC*, 77 USPQ2d 2000, 2005 (TTAB 2006) (Respondent's failure either to respond to petitioner's Requests for Admission or to move to withdraw or amend meant that

such “requests [we]re deemed admitted and conclusively established...”); *see also* TBMP § 407.04.

Facebook propounded its Requests for Admission on July 2, 2014. Despite twice extending Applicant’s time to respond and specifically drawing Applicant’s attention to the consequence of failing to timely respond, Applicant did not serve its responses until nearly six weeks after the last extended deadline. Facebook also informed Applicant that its Requests for Admission would remain admitted unless Applicant successfully moved the Board to amend and withdraw. Applicant has not done so. In the interest of judicial economy, Applicant’s admissions are thus conclusively established for purposes of this proceeding. Facebook respectfully requests that the Board confirm that these admissions are conclusively established when it decides this motion.

D. The Board Should Suspend the Proceeding and Reset Deadlines Upon Disposition of This Motion.

Pursuant to 37 CFR § 2.120(e)(2), “[w]hen a party files a motion for an order to compel...the case will be suspended by the Trademark Trial and Appeal Board with respect to all matters not germane to the motion.” Further, the Board may extend deadlines upon a showing of good cause. *See* Fed. R. Civ. P. 6(b); TBMP § 509.01. “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. DNH Management LLC*, 85 USPQ2d 1852, 1854 (TTAB 2008).

As described above, Facebook has made a good faith effort to obtain needed discovery from Applicant, but Applicant is not cooperating. Following the disposition of this motion, Facebook will need adequate time to evaluate any discovery Applicant is compelled to produce,

prepare to take Applicant's deposition, and, if necessary, serve additional discovery requests. Thus, Facebook has shown good cause for an extension of all deadlines by 90 days.

IV. CONCLUSION

For the foregoing reasons, Facebook respectfully requests that the Board enter an order: (a) compelling Applicant to search for thoroughly and produce, without objection, documents responsive to Facebook's Requests for Production Nos. 3 – 10, 15 – 21, 23 – 28, and 30 and to serve, without objection, complete responses to Facebook's Interrogatories Nos. 2 – 6, 8, 9, 12, 14, 16 – 21, 23, and 24; (b) stating that Facebook's Requests for Admission are deemed admitted and conclusively established for purposes of this proceeding; and (c) extending all deadlines in this proceeding by 90 days.

Date: November 25, 2014

COOLEY LLP

/Rebecca Givner-Forbes/

Peter J. Willsey

Brendan J. Hughes

Rebecca Givner-Forbes

COOLEY LLP

1299 Pennsylvania Ave., NW

Suite 700

Washington, D.C. 20004

Tel: (202) 842-7800

Email: pwillsey@cooley.com

bhughes@cooley.com

rgivnerforbes@cooley.com

Counsel for Opposer Facebook, Inc.

CERTIFICATE OF SERVICE

I hereby certify that a true and complete copy of the foregoing **OPPOSER'S MOTION TO COMPEL AND FOR AN EXTENSION OF DEADLINES** has been served on Applicant Blassbooks, LLC by mailing said copy on November 25, 2014, via First Class Mail, postage prepaid to Applicant's address of record:

Edward J. Rodriguez Vallejo
Blassbooks, LLC
605 W Flagler Street
Miami, Florida 33130

An electronic courtesy copy has also been sent to Applicant's email address at jrv900@gmail.com.

Date: November 25, 2014

/Rebecca Givner-Forbes /

Rebecca Givner-Forbes
COOLEY LLP
1299 Pennsylvania Ave., N.W., Suite 700
Washington, D.C. 20004
Tel: (202) 842-7800; Fax: (202) 842-7899
Email: rgivnerforbes@cooley.com

Counsel for Opposer Facebook, Inc.

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

In the matter of application Serial No. 85/917,730
For the Trademark BLASSBOOKS.COM
Published in the Official Gazette on September 24, 2013

FACEBOOK, INC.,)	
)	
Opposer,)	
)	Opposition No. 91215583
v.)	
)	
BLASSBOOKS, LLC,)	
)	
Applicant.)	
<hr/>		

**DECLARATION OF BRENDAN J. HUGHES IN SUPPORT OF FACEBOOK, INC.’S
MOTION TO COMPEL DISCOVERY AND FOR AN EXTENSION OF DEADLINES**

I, Brendan J. Hughes, declare:

1. I am a partner with the law firm Cooley LLP, counsel for Opposer Facebook, Inc. (“Facebook”). I represent Facebook in connection with the above-captioned action. I submit this declaration in support of Facebook’s Motion to Compel Discovery and for an Extension of Deadlines. I make this declaration upon personal knowledge and, if called and sworn as a witness, I could and would testify as to the matters set forth herein.

2. On October 17, 2013, Facebook filed an extension of time to oppose application to register the trademark BLASSBOOKS.COM filed by Blassbooks, LLC (“Applicant”).

3. Thereafter, Mrs. Lori Mayall, a former associate of Cooley LLP whom I supervised, began to correspond with Applicant’s CEO, Mr. Edward Josue Rodriguez Vallejo, in an effort to learn more about the services provided by Applicant.

4. On February 18, 2014, Ms. Mayall received an email from Mr. Vallejo, copying an attorney. The attorney replied by informing Ms. Mayall that neither he nor his firm

represented Mr. Vallejo, and asking to be removed from all future correspondence. Attached hereto as Exhibit “A” is a true and correct copy of the email from this attorney.

5. I subsequently attempted to schedule a meet & confer with Applicant.

6. On October 27, 2014, I met and conferred with Mr. Vallejo to discuss Applicant’s discovery deficiencies. On behalf of Applicant, Mr. Vallejo agreed that he would produce documents under the Board’s standard protective order and would not require Facebook to sign the non-disclosure agreement he had sent. He also agreed to produce the documents by October 31, 2014. Mr. Vallejo, however, would not agree to supplement Applicant’s responses to Facebook’s Interrogatories.

7. Attached hereto as Exhibit “B” is a true and correct copy of an email that I sent to Mr. Vallejo on November 3, 2014 wherein I requested that Applicant provide complete discovery responses.

8. On November 5, 2014, Mr. Vallejo sent me an email with ten documents attached, four of which were boilerplate corporate formation documents. Mr. Vallejo also attached the same documents that he sent on September 30, 2014, which were purported responses to Facebook’s Requests for Admission, Requests for Production, and Interrogatories. The document entitled “Interrogatory Responses” was still unsigned. Later the same day, he sent me another email to which he attached a document containing U.S. trademark search results for BLASSBOOKS.COM.

9. The remainder of Applicant’s November 5, 2014 production consisted of four documents detailing rates and locations of billboard advertising, a sponsorship request form submitted to a telecommunications carrier, information regarding the sponsorship of an online modeling contest, and a business plan dated August 2013.

10. On November 10, 2014, Mr. Vallejo sent me an email to which he attached a quote from a video production agency, dated November 9, 2014, setting forth estimated costs for commercials.

11. On November 11, 2014, I met and conferred with Mr. Vallejo via telephone, along with my colleague Ms. Rebecca Givner-Forbes. During the conference, I explained why it was apparent that Applicant's production was deficient – including the fact that despite Applicant's claimed first use date of March 18, 2012 and its assertion that its website had recently been fully functional with thousands of members, Applicant's production did not include any documents indicating any such use or membership. Also, Applicant's August 2013 business plan identified channels of trade, advertising and promotional plans and partners, and goods and services offered or to be offered under the BLASSBOOKS.COM mark for which Applicant produced no related documents. Moreover, Applicant's business plan also identified individuals involved in Applicant's business who had not been identified and from whom no responsive documents or communications had been produced.

12. During the November 11 conference, Mr. Vallejo told us that in addition to using its mark in commerce between March 2012 and April 2014, Applicant was fully prepared to re-launch its services once the dispute with Facebook was resolved. According to Mr. Vallejo, Applicant's vendors had completed the website through which Applicant would offer such services. Mr. Vallejo also told us that in addition to social networking, Applicant also planned to provide advertising services that would directly compete with Facebook's services.

13. During the November 11 conference, Mr. Vallejo admitted that Applicant had other responsive documents that had not been produced. These documents included: (a) screenshots depicting the BLASSBOOKS.COM mark in use on Applicant's website; (b) communications with vendors who are developing, designing, and maintaining Applicant's website, and the website that is about to be launched; (c) drafts of logos and other components of

Applicant's website; (d) documents concerning Applicant's intended services and plans for those services, including social media features such as user profiles, chat, video chat, and social games, which Mr. Vallejo described during the November 11 meet & confer; (e) communications with vendors who create advertising, including commercials, for Applicant's services under the BLASSBOOKS.COM mark; (f) documents concerning Applicant's past use of the mark from when it previously offered services through its website, including membership statistics, communications with members, dates of membership, and screenshots depicting the services offered under the BLASSBOOKS.COM mark; (g) documents concerning the advertising services Applicant previously offered or intended to offer to businesses through its website, including the advertising services that Mr. Vallejo stated would compete directly with Facebook; and (h) communications with an investor relating to Applicant's business or marketing plans.

14. During the November 11 conference, Mr. Vallejo agreed to produce the documents described above no later than November 13, 2014. He provided no explanation for his failure to do so to date. I told him that if he did not complete his document production by November 13, Facebook would be forced to move to compel him to do so.

15. During the November 11 conference, Mr. Vallejo also said that he would not supplement Applicant's responses to Facebook's Interrogatories. In response to my request that he do so, he replied "you guys have all the information you need." I told him that if he would not agree to provide complete responses, Facebook would move to compel proper responses.

16. To date, Applicant has neither served any of the documents promised by November 13, 2014 nor supplemented its interrogatory responses.

I declare under penalty of perjury that the foregoing statements are true and correct.

Executed in Washington, D.C. this 25th day of November, 2014.

/Brendan J. Hughes/

Brendan J. Hughes

COOLEY LLP

1299 Pennsylvania Avenue, Suite 700

Washington, D.C. 20004

Telephone: (202) 842-7800

Fax: (202) 842-7899

Email: bhughes@cooley.com

EXHIBIT A

From: francisco.rodriguez@akerman.com
Sent: Tuesday, March 04, 2014 8:40 PM
To: Mayall, Lori; blassbooks@gmail.com
Subject: RE: BLASSBOOKS.COM Trademark Application

Ms. Mayall,

This will confirm that neither I nor Akerman, LLP represents any of the parties involved in these discussions at this time. Please refrain from copying me in these e-mails.

Regards,

Francisco

Francisco A. Rodriguez

Partner

Akerman LLP | One Southeast Third Avenue | Suite 2500 | Miami, FL 33131-1714

Main: 305.374.5600 | Fax: 305.374.5095

francisco.rodriguez@akerman.com

[vCard](#) | [Bio](#)



CONFIDENTIALITY NOTE: The information contained in this transmission may be privileged and confidential, and is intended only for the use of the individual or entity named above. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this transmission in error, please immediately reply to the sender that you have received this communication in error and then delete it. Thank you.

CIRCULAR 230 NOTICE: To comply with U.S. Treasury Department and IRS regulations, we are required to advise you that, unless expressly stated otherwise, any U.S. federal tax advice contained in this transmittal, is not intended or written to be used, and cannot be used, by any person for the purpose of (i) avoiding penalties under the U.S. Internal Revenue Code, or (ii) promoting, marketing or recommending to another party any transaction or matter addressed in this e-mail or attachment.

EXHIBIT B

From: Hughes, Brendan <bhughes@cooley.com>
Sent: Monday, November 03, 2014 4:57 PM
To: Josue Rodriguez
Cc: Willsey, Peter; Givner-Forbes, Rebecca
Subject: Facebook v. Blassbooks/ Meet & Confer

Mr. Vallejo –

On October 10, we sent you a letter setting forth various deficiencies in your discovery efforts. To date, you have not cured any of those deficiencies.

In particular, when you and I last spoke on October 27, you promised that you would produce documents responsive to our documents requests later that day, if not by the end of the week; however, you have failed to produce the promised documents.

Please let me know if and when you are available to meet & confer on Tuesday, November 4 regarding your continued discovery deficiencies. If you are not willing to immediately cure these deficiencies, we will be forced to seek an order from the TTAB compelling you to do so.

Best regards,

Brendan

Brendan Joseph Hughes

Cooley LLP
1299 Pennsylvania Avenue, NW • Suite 700
Washington, DC 20004-2400
Direct: (202) 842-7826 • Fax: (202) 842-7899
Bio: www.cooley.com/bhughes • Practice: www.cooley.com/litigation

This email message is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply email and destroy all copies of the original message. If you are the intended recipient, please be advised that the content of this message is subject to access, review and disclosure by the sender's Email System Administrator.

CERTIFICATE OF SERVICE

I hereby certify that on the date indicated below, a true and correct copy of the foregoing **DECLARATION OF BRENDAN J. HUGHES IN SUPPORT OF FACEBOOK, INC.'S MOTION TO COMPEL DISCOVERY AND FOR AN EXTENSION OF DEADLINES** was sent via U.S. Mail to Applicant and correspondent for Applicant (being one in the same) at the following addresses:

Edward J. Rodriguez Vallejo
Blassbooks, LLC
605 W Flagler Street
Miami, Florida 33130

A courtesy copy was also sent by email to Applicant's email addresses of record at jrv900@gmail.com.

Dated: November 25, 2014

By: /Rebecca Givner-Forbes/
Rebecca Givner-Forbes
COOLEY LLP
1299 Pennsylvania Ave., NW, Suite 700
Washington, D.C. 20004
Tel: (202) 842-7800
Email: rgivnerforbes@cooley.com

Counsel for Opposer Facebook, Inc.

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

In the matter of application Serial No. 85/917,730
For the Trademark BLASSBOOKS.COM
Published in the Official Gazette on September 24, 2013

FACEBOOK, INC.,)	
)	
Opposer,)	
)	Opposition No. 91215583
v.)	
)	
BLASSBOOKS, LLC,)	
)	
Applicant.)	
<hr style="border: 0.5px solid black;"/>		

**DECLARATION OF REBECCA GIVNER-FORBES IN SUPPORT OF
FACEBOOK, INC.’S MOTION TO COMPEL DISCOVERY AND
FOR AN EXTENSION OF DEADLINES**

I, Rebecca Givner-Forbes, declare:

1. I am an associate with the law firm Cooley LLP, counsel for Opposer Facebook, Inc. (“Facebook”). I represent Facebook in connection with the above-captioned action. I submit this declaration in support of Facebook’s Motion to Compel Discovery and for an Extension of Deadlines. I make this declaration upon personal knowledge and, if called and sworn as a witness, I could and would testify as to the matters set forth herein.

2. Attached hereto as Exhibit “A” is a true and correct copy of the email chain showing that the parties scheduled a discovery conference for 1:00 p.m. on June 2, 2014, and rescheduled the conference for 3:30 p.m. the following day after Applicant’s CEO, Mr. Edward Josue Rodriguez Vallejo, failed to join the telephone conference at the scheduled time on June 2, 2014.

3. On June 3, 2014, I held a discovery conference with Mr. Vallejo. During the conference, Mr. Vallejo told me that his BLASSBOOKS.COM website had been fully functional, offering textbook exchange services and social networking features, until it was hacked in April 2014. Mr. Vallejo reported that he has suspended the services offered through this domain until he strengthens his website's security.

4. During our discovery conference, Mr. Vallejo stated that his website had had as many as 67,000 members before it was hacked.

5. On July 2, 2014, Facebook served its Initial Disclosures on Applicant by U.S. Mail. Facebook never received Applicant's Initial Disclosures.

6. Also on July 2, 2014, Facebook served Applicant with its First Set of Requests for Admission, First Set of Requests for Production of Documents and Things, and First Set of Interrogatories, all sent by U.S. Mail with Facebook's Initial Disclosures. Applicant's responses to these discovery requests were due 35 days later, or on August 6, 2014.

7. Attached hereto as Exhibit "B" is a true and correct copy of Facebook's Requests for Admission.

8. Attached hereto as Exhibit "C" is a true and correct copy of Facebook's Requests for Production.

9. Attached hereto as Exhibit "D" is a true and correct copy of Facebook's Interrogatories.

10. Attached hereto as Exhibit "E" is a true and correct copy of a July 16, 2014 email Mr. Vallejo sent me acknowledging receipt of the Initial Disclosures, Requests for Admission, Requests for Production and Interrogatories.

11. On July 21, 2014, during a scheduled teleconference, I asked Mr. Vallejo for Applicant's Initial Disclosures. I explained how initial disclosures differed from responses to the discovery requests, and that the former were passed due and the latter were due on August 6,

2014. I told him where in the TBMP he could locate instructions for preparing initial disclosures and responses to discovery requests. Mr. Vallejo stated that he understood that the deadline to provide Applicant's responses to Facebook's Requests for Admission, Requests for Production, and Interrogatories was August 6, 2014, and confirmed that its responses would be timely served.

12. On July 31, 2014, I called Mr. Vallejo to repeat my request for Applicant's Initial Disclosures. During this call, he stated that he would serve these and that he would also be providing responses to our discovery requests soon.

13. On August 7, 2014, the day after the discovery responses were due, Mr. Vallejo telephoned at 9:47 a.m. to say that he was hospitalized on August 2, 2014, causing Applicant to miss its August 6 deadline. Mr. Vallejo told me that he had recovered from his illness and that the discovery responses were almost finished. He confirmed that he should be able to serve these "within the next couple of days." Based upon these representations, Facebook agreed to accept Applicant's late responses.

14. Attached hereto as Exhibit "F" is a true and correct copy of an email that I sent to Mr. Vallejo on August 12, 2014, requesting Applicant's discovery responses and extending the deadline to August 13, 2014.

15. Attached hereto as Exhibit "G" is a true and correct copy of an email that Mr. Vallejo sent me on August 13, 2014 apologizing for the continuing delay in serving Applicant's responses, but providing no explanation for the delay.

16. Attached hereto as Exhibit "H" is a true and correct copy of an August 14, 2014 email I sent Mr. Vallejo setting a final deadline for Applicant's responses to Facebook's Requests for Admission, Requests for Production and Interrogatories of August 20, 2014, and providing notice that Applicant's failure to respond to the Requests for Admission by such date would result in them being deemed admitted.

17. Applicant did not respond to my August 14, 2014 email, nor provide discovery responses by August 20, 2014.

18. I called Applicant's CEO on August 21, 2014. I noted he had missed the deadline yesterday to respond to Facebook's discovery requests. Mr. Vallejo stated that he had been focused upon the settlement proposal and wished to discuss that. He provided no explanation for his delay in serving discovery responses. The call ended when he began cursing.

19. On September 2, I called Mr. Vallejo in response to a voicemail he left me on August 29 asking me to call him. Mr. Vallejo discussed possible settlement terms and did not provide any explanation for his delay in serving discovery responses. Mr. Vallejo also emailed me on August 22 and September 9. The emails did not provide any information about the reason for the ongoing delay in serving Applicant's discovery responses.

20. Attached hereto as Exhibit "I" is a true and correct copy of a letter and email I sent to Mr. Vallejo via U.S. mail and email on September 9, 2014 requesting Applicant's responses to Facebook's Requests for Production and Interrogatories, and noting that Facebook's Requests for Admission were deemed admitted by Applicant's failure to serve responses by the deadline.

21. Attached hereto as Exhibit "J" is a true and correct copy of a September 30, 2014 email from Mr. Vallejo purporting to serve Applicant's responses to Facebook's Discovery Requests. Mr. Vallejo also attached a non-disclosure agreement, which he insisted Facebook sign as a condition to producing responsive documents.

22. Attached hereto as Exhibit "K" is a true and correct copy of Applicant's Responses to Facebook's First Set of Requests for Production, as well as a non-disclosure agreement that Applicant insisted Facebook sign as a condition to receiving responsive documents, both provided as attachments to Applicant's September 30, 2014 email (Exhibit J).

23. Attached hereto as Exhibit “L” is a true and correct copy of Applicant’s Responses to Facebook’s First Set of Interrogatories, provided as an attachment to Applicant’s September 30, 2014 email (Exhibit J).

24. Also attached to Applicant’s September 30, 2014 email (Exhibit J) was a document titled “Response to Request for Admission to Opposer.”

25. Attached hereto as Exhibit “M” is a true and correct copy of an email and letter sent to Applicant by U.S. mail and email on October 10, 2014 from Mr. Peter Willsey, a partner at Cooley, LLP, describing the deficiencies in Applicant’s responses to Facebook’s Interrogatories and Requests for Production and requesting a meet & confer to discuss. The letter also explained that Facebook’s Requests for Admission were deemed admitted as a matter of law due to Applicant’s failure to timely respond, and would remain so unless Applicant successfully moved the Board to amend or withdraw.

26. Attached hereto as Exhibit “N” is a true and correct copy of an email sent by Peter Willsey to Applicant repeating the request in his October 10, 2014 letter for a meet & confer.

27. On October 15, 2014, Mr. Vallejo sent me an email regarding settlement terms, but without addressing our request for a meet & confer or responding to any of the discovery issues raised in the meet & confer letter.

28. On October 27, 2014, my colleague Brendan Hughes met & conferred with Applicant regarding its discovery deficiencies, and informed me afterwards that Applicant had refused to supplement its Interrogatory responses, but had promised to produce additional responsive documents by October 31, 2014. Applicant did not do so.

29. On October 30, 2014, Facebook timely served its expert disclosures on Applicant by U.S. mail and sent an electronic courtesy copy by email.

30. On November 11, 2014, my colleague Brendan Hughes and I held a meet & confer with Applicant regarding Applicant’s discovery deficiencies. Attached hereto as Exhibit

“O” is a true and correct copy of an email that I sent to Mr. Vallejo on November 11, 2014, summarizing this meet & confer, including Mr. Vallejo’s refusal to supplement Applicant’s responses to Facebook’s Interrogatories and his promise to complete Applicant’s document production by November 14, 2014. Mr. Vallejo has not to date sent any of the promised documents.

I declare under penalty of perjury that the foregoing statements are true and correct.

Executed in Washington, D.C. this 25th day of November, 2014.

/Rebecca Givner-Forbes/
Rebecca Givner-Forbes
COOLEY LLP
1299 Pennsylvania Avenue, Suite 700
Washington, D.C. 20004
Telephone: (202) 842-7800
Fax: (202) 842-7899
Email: rgivnerforbes@cooley.com

EXHIBIT A

From: Josue Rodriguez <jrv900@gmail.com>
Sent: Tuesday, June 03, 2014 9:04 AM
To: Givner-Forbes, Rebecca
Subject: RE: Facebook v BLASSBOOKS.COM

Categories: Red Category

Yes!!

Thank you.

On Jun 3, 2014 8:28 AM, "Givner-Forbes, Rebecca" <rgivnerforbes@cooley.com> wrote:

Mr. Vallejo,

Thanks for your message. I am available today at 3:30 pm. Does that work for you?

Best Regards,

Rebecca

Rebecca Givner-Forbes

Cooley LLP

1299 Pennsylvania Avenue, NW • Suite 700

(enter from 12th and E Streets)

Washington, DC 20004-2400

Direct: [+1 202 776 2382](tel:+12027762382) • Cell: [+1 571 218 9479](tel:+15712189479) • Fax: [+1 202 842 7899](tel:+12028427899)

Email: rgivnerforbes@cooley.com • www.cooley.com

From: Josue Rodriguez [mailto:jrv900@gmail.com]
Sent: Monday, June 02, 2014 11:14 PM

To: Givner-Forbes, Rebecca

Subject: Re: Facebook v BLASSBOOKS.COM

Dear Rebecca,

Please accept my sincere apologies, I confused the days for tomorrow. Please advise a what time you will be available tomorrow.

Best Regards

On Fri, May 30, 2014 at 3:51 PM, Josue Rodriguez <jrv900@gmail.com> wrote:

Dear Rebecca,

I will be available for the conference on June 2 at 1:00 pm.

My cell phone number is [305-440-8330](tel:305-440-8330)

Regards

On May 28, 2014 1:25 PM, "Givner-Forbes, Rebecca" <rgivnerforbes@cooley.com> wrote:

Mr. Vallejo,

I am counsel for Facebook, Inc. in the Trademark Trial and Appeal Board proceeding relating to your application for the BLASSBOOKS.COM mark. As noted in the March 24 order set by the Board, we are required to have a conference regarding discovery by June 2. Please let me know when you would be available this week for the conference.

Sincerely,

Rebecca Givner-Forbes

Rebecca Givner-Forbes

Cooley LLP

1299 Pennsylvania Avenue, NW • Suite 700

(enter from 12th and E Streets)

Washington, DC 20004-2400

Direct: [+1 202 776 2382](tel:+12027762382) • Cell: [+1 571 218 9479](tel:+15712189479) • Fax: [+1 202 842 7899](tel:+12028427899)

Email: rgivnerforbes@cooley.com • www.cooley.com

This email message is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply email and destroy all copies of the original message. If you are the intended recipient, please be advised that the content of this message is subject to access, review and disclosure by the sender's Email System Administrator.

IRS Circular 230 disclosure: To ensure compliance with requirements imposed by the IRS, we inform you that any U.S. federal tax advice contained in this communication (including any attachment) is not intended or written by us to be used, and cannot be used, (i) by any taxpayer for the purpose of avoiding tax penalties under the Internal Revenue Code or (ii) for promoting, marketing or recommending to another party any transaction or matter addressed herein.

--



Josue Rodriguez

Sales Associate

605 W Flagler St, Miami FL 33130

Office: [305-735-9697](tel:305-735-9697) or cell: [305-440-8330](tel:305-440-8330)

E-m@il: jrv900@gmail.com

Web site: <http://melorealestate.postlets.com/>

Fax: [786-999-0284](tel:786-999-0284)

This email message is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use,

disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply email and destroy all copies of the original message. If you are the intended recipient, please be advised that the content of this message is subject to access, review and disclosure by the sender's Email System Administrator.

IRS Circular 230 disclosure: To ensure compliance with requirements imposed by the IRS, we inform you that any U.S. federal tax advice contained in this communication (including any attachment) is not intended or written by us to be used, and cannot be used, (i) by any taxpayer for the purpose of avoiding tax penalties under the Internal Revenue Code or (ii) for promoting, marketing or recommending to another party any transaction or matter addressed herein.

EXHIBIT B

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

In the matter of application Serial No. 85/917,730
For the Trademark BLASSBOOKS.COM
Published in the Official Gazette on September 24, 2013

FACEBOOK, INC.,)	
)	
Opposer,)	
)	Opposition No. 91215583
v.)	
)	
BLASSBOOKS, LLC,)	
)	
Applicant.)	
<hr/>		

OPPOSER’S FIRST SET OF REQUESTS FOR ADMISSION TO APPLICANT

PROPOUNDING PARTY: OPPOSER FACEBOOK, LLC
RESPONDING PARTY: APPLICANT BLASSBOOKS, LLC
SET NUMBER: ONE

Pursuant to Federal Rules of Civil Procedure 26 and 36 and 37 CFR § 2.120, Opposer Facebook, LLC (“Facebook”) hereby requests that Applicant Blassbooks, LLC (“Applicant”) admit, separately and in writing under oath within 30 days of service hereof, each of the matters of fact set forth below (“Requests”) in accordance with the following Instructions and Definitions.

I. DEFINITIONS

Notwithstanding any definition below, each word, term, or phrase used in these Requests is intended to have the broadest meaning permitted under the Federal Rules of Civil Procedure. As used in these Requests, words in capital letters are defined as follows:

1. YOU, YOUR, or YOURS refer to Applicant and anyone acting on its behalf, including without limitation, its officers, directors, employees, partners, corporate parent, subsidiaries, affiliates, attorneys, accountants, licensees, and consultants.

2. COMMUNICATION is used in its broadest sense, and means any transmission of information from one PERSON or entity to another by any means, including without limitation written communications, telephone communications, in-person communications, email, instant messaging, and other electronic communications.

3. CONCERNING means constituting, relating to, reflecting, regarding, memorializing, identifying, embodying, referring to, pertaining to, commenting on, discussing, analyzing, considering, describing, containing, consisting of, connected to, indicating, evidencing, supporting, or refuting.

4. DOCUMENT or DOCUMENTS shall have the broadest meaning ascribed to those terms by Federal Rule of Civil Procedure 34, and include electronically stored information and tangible things, whose discovery is permitted under Rule 34(a)(1), and writings as defined by Rule 1001(1) of the Federal Rules of Evidence. A draft or non-identical copy is a separate “document” within the meaning of this term.

5. PERSON means any natural person, business or other legal entity.

6. OPPOSITION refers to Opposition No. 91215583, filed by Facebook on March 24, 2014.

7. YOUR ANSWER refers to the Answer YOU filed in this Opposition on May 7, 2014.

8. BLASSBOOKS.COM WEBSITE refers to YOUR website and services available at www.blassbooks.com.

9. BLASSBOOKS.COM Mark refers to the mark reflected in Application Serial No.

85/917,730, filed on April 29, 2013.

10. The FACEBOOK Marks refers collectively to all of Facebook's marks that consist of or incorporate the term FACEBOOK, including without limitation the FACEBOOK marks identified in U.S. Reg. Nos. 3,041,791, 3,881,770, 3,935,447, 3,917,332, 3,826,546, 3,814,888, 3,801,147, 3,734,637, 3,716,926, 3,659,516, 3,122,052, 4,099,518, 4,102,822, 4,102,823, 4,102,824, 4,102,826, 4,129,126, 4,339,122, 4,339,123, 4,392,662, 4,429,115, 4,432,823, 4,466,906, 4,471,161, 4,489,662, 4,491,419, and the FACEBOOK marks in Application Serial Nos. 86/120,787, 85/147,930 and 85/440,333.

II. INSTRUCTIONS

1. Facebook requests that YOU admit or deny the truth of each statement or fact, application of law to fact, or opinions about either, set forth in the Requests below.

2. To the extent that YOU do not respond with either an unqualified admission or an objection (the reasons for which must be stated), YOU shall specifically deny the matter and set forth in detail the reasons why YOU cannot truthfully admit the matter. Any such denial shall fairly meet the substance of the Request, and when good faith requires that YOU qualify an answer or deny only a part of the matter in which any admission is requested, YOU shall specify so much of it as is true and qualify or deny the remainder.

3. If, in responding to these Requests, YOU encounter any ambiguities when construing a Request, instruction, or definition, YOU shall set forth in YOUR response the matter deemed ambiguous and the construction used in responding.

4. YOU may not give lack of information or knowledge as the reason for failure to admit or deny unless YOU state that YOU have made reasonable inquiry and that the information known or readily obtainable by YOU is insufficient to enable YOU to admit or deny.

5. The fact that a Request covers a matter which YOU believe presents a genuine issue for trial may not, on that ground alone, provide the basis for an objection.

6. Any Request set forth below to which there has not been an adequate and timely response may be deemed admitted and, therefore, conclusively established for purposes of this ACTION.

7. These Requests are continuing in nature and YOUR responses to them are to be promptly supplemented or amended if, after the time of YOUR initial responses, YOU learn that any response is or has become in some material respect incomplete or incorrect, to the full extent provided for by Federal Rule of Civil Procedure 26(e).

III. REQUESTS FOR ADMISSION

REQUEST FOR ADMISSION NO. 1:

Admit that YOU were aware of Facebook prior to YOUR selection and adoption of the BLASSBOOKS.COM Mark.

REQUEST FOR ADMISSION NO. 2:

Admit that YOU were aware of one or more of the FACEBOOK Marks at the time that YOUR application to register the BLASSBOOKS.COM Mark was filed with the United States Patent and Trademark Office.

REQUEST FOR ADMISSION NO. 3:

Admit that YOU did not conduct a trademark clearance search prior to filing YOUR application to register the BLASSBOOKS.COM MARK with the United States Patent and Trademark Office.

REQUEST FOR ADMISSION NO. 4:

Admit that YOU were aware that one or more of the FACEBOOK Marks were registered in the United States prior to filing YOUR application to register the BLASSBOOKS.COM Mark with the United States Patent and Trademark Office.

REQUEST FOR ADMISSION NO. 5:

Admit that YOU did not seek legal advice CONCERNING YOUR decision to adopt the BLASSBOOKS.COM Mark prior to filing YOUR application to register the BLASSBOOKS.COM Mark with the United States Patent and Trademark Office.

REQUEST FOR ADMISSION NO. 6:

Admit that Facebook did not consent to YOUR application to register the BLASSBOOKS.COM Mark.

REQUEST FOR ADMISSION NO. 7:

Admit that YOU do not contest Facebook's ownership of the FACEBOOK Marks.

REQUEST FOR ADMISSION NO. 8:

Admit that the FACEBOOK Marks are well known.

REQUEST FOR ADMISSION NO. 9:

Admit that one or more of the FACEBOOK Marks was well known at the time YOU filed YOUR application to register the BLASSBOOKS.COM Mark.

REQUEST FOR ADMISSION NO. 10:

Admit that the FACEBOOK Marks are famous.

REQUEST FOR ADMISSION NO. 11:

Admit that one or more of the FACEBOOK Marks was famous at the time YOU filed YOUR application to register the BLASSBOOKS.COM Mark with the United States Patent and Trademark Office.

REQUEST FOR ADMISSION NO. 12:

Admit that both the BLASSBOOKS.COM Mark and the FACEBOOK Marks contain the word “book.”

REQUEST FOR ADMISSION NO. 13:

Admit that the BLASSBOOKS.COM Mark and the FACEBOOK Marks are similar in visual appearance.

REQUEST FOR ADMISSION NO. 14:

Admit that the BLASSBOOKS.COM Mark and the FACEBOOK Marks are similar phonetically.

REQUEST FOR ADMISSION NO. 15:

Admit that the BLASSBOOKS.COM Mark and the FACEBOOK Marks create a similar commercial impression.

REQUEST FOR ADMISSION NO. 16:

Admit that YOU offer or intend to offer the service of providing and hosting personal profile pages to registered users of the BLASSBOOKS.COM WEBSITE.

REQUEST FOR ADMISSION NO. 17:

Admit that a personal profile page of a registered user on the BLASSBOOKS.COM WEBSITE can or will permit inclusion of personal information including personal interests.

REQUEST FOR ADMISSION NO. 18:

Admit that the BLASSBOOKS.COM WEBSITE can or will be used for online social networking purposes.

REQUEST FOR ADMISSION NO. 19:

Admit that a registered user on the BLASSBOOKS.COM WEBSITE can or will be able to send messages to other registered users.

REQUEST FOR ADMISSION NO. 20:

Admit that the goods and services YOU offer or intend to offer under the BLASSBOOKS.COM Mark are advertised or will be advertised through the same marketing channels as the goods and services offered by Facebook under the FACEBOOK Marks.

REQUEST FOR ADMISSION NO. 21:

Admit that the goods and services YOU offer or intend to offer under the BLASSBOOKS.COM Mark are available or will be made available to consumers through the same channels of trade as those used by Facebook to offer its goods and services under the FACEBOOK Marks.

REQUEST FOR ADMISSION NO. 22:

Admit that the goods and services YOU offer or intend to offer under BLASSBOOKS.COM Mark are or will be marketed, advertised, and sold to the same target consumers as the goods and services Facebook offers under the FACEBOOK Marks.

REQUEST FOR ADMISSION NO. 23:

Admit that the services YOU offer or intend to offer under the BLASSBOOKS.COM Mark are similar to the online social networking services that Facebook offers under the FACEBOOK Marks.

REQUEST FOR ADMISSION NO. 24:

Admit that at the time YOU adopted the BLASSBOOKS.COM Mark, you intended consumers to associate the BLASSBOOKS.COM Mark with Facebook and the FACEBOOK Marks.

REQUEST FOR ADMISSION NO. 25:

Admit that you adopted the BLASSBOOKS.COM Mark with the intention of capitalizing on the goodwill of the FACEBOOK Marks.

Date: July 2, 2014

COOLEY LLP

/Brendan J. Hughes/

Peter J. Willsey

Brendan J. Hughes

COOLEY LLP

1299 Pennsylvania Ave., NW

Suite 700

Washington, D.C. 20004

Tel: (202) 842-7800

Email: pwillsey@cooley.com

bhughes@cooley.com

Counsel for Opposer Facebook, Inc.

CERTIFICATE OF SERVICE

I hereby certify that a true and complete copy of the foregoing **OPPOSER'S FIRST SET OF REQUESTS FOR ADMISSION TO APPLICANT** has been served on Applicant Blassbooks, LLC by mailing said copy on July 2, 2014, via First Class Mail, postage prepaid to Applicant's address of record:

Edward J. Rodriguez Vallejo
Blassbooks, LLC
605 W Flagler Street
Miami, Florida 33130

Date: July 2, 2014

/Judd D. Lauter/
Judd D. Lauter
COOLEY LLP
1299 Pennsylvania Ave., N.W., Suite 700
Washington, D.C. 20004
Tel: (202) 842-7800; Fax: (202) 842-7899
Emails: jlauter@cooley.com

Counsel for Opposer Facebook, Inc.

108426261

EXHIBIT C

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

In the matter of application Serial No. 85/917,730
For the Trademark BLASSBOOKS.COM
Published in the Official Gazette on September 24, 2013

FACEBOOK, INC.,)	
)	
Opposer,)	
)	Opposition No. 91215583
v.)	
)	
BLASSBOOKS, LLC,)	
)	
Applicant.)	
_____)	

**OPPOSER’S FIRST SET OF REQUESTS FOR PRODUCTION
OF DOCUMENTS AND THINGS TO APPLICANT**

PROPOUNDING PARTY: **OPPOSER FACEBOOK, INC.**
RESPONDING PARTY: **APPLICANT BLASSBOOKS, LLC**
SET NUMBER: **ONE**

Pursuant to 37 C.F.R. § 2.120 and Federal Rule of Civil Procedure 34, Opposer Facebook, Inc. (“Facebook”) hereby requests that Applicant Blassbooks, LLC (“Applicant”) respond to this First Set of Requests for Production of Documents and Things (“Requests”) within thirty (30) days of service hereof and in accordance with the Definitions and Instructions set forth below.

I. DEFINITIONS

Notwithstanding any definition below, each word, term, or phrase used in these Requests is intended to have the broadest meaning permitted under the Federal Rules of Civil Procedure. As used in these Requests, words in capital letters are defined as follows:

1. YOU, YOUR, or YOURS refer to Applicant and anyone acting on its behalf, including without limitation, its officers, directors, employees, partners, corporate parent, subsidiaries, affiliates, attorneys, accountants, licensees, and consultants.

2. COMMUNICATION is used in its broadest sense, and means any transmission of information from one PERSON or entity to another by any means, including without limitation written communications, telephone communications, in-person communications, email, instant messaging, and other electronic communications.

3. CONCERNING means constituting, relating to, reflecting, regarding, memorializing, identifying, embodying, referring to, pertaining to, commenting on, discussing, analyzing, considering, describing, containing, consisting of, connected to, indicating, evidencing, supporting, or refuting.

4. DOCUMENT or DOCUMENTS shall have the broadest meaning ascribed to those terms by Federal Rule of Civil Procedure 34, and include electronically stored information and tangible things, whose discovery is permitted under Rule 34(a)(1), and writings as defined by Rule 1001(1) of the Federal Rules of Evidence. A draft or non-identical copy is a separate “document” within the meaning of this term.

5. PERSON means any natural person, business or other legal entity.

6. OPPOSITION refers to Opposition No. 91215583, filed by Facebook on March 24, 2014.

7. YOUR ANSWER refers to the Answer YOU filed in this Opposition on May 7, 2014.

8. BLASSBOOKS.COM Mark refers to the mark reflected in Application Serial No. 85/917,730, filed on April 29, 2013.

9. The FACEBOOK Marks refers collectively to all of Facebook’s marks that consist of or incorporate the term FACEBOOK, including without limitation the FACEBOOK marks identified in U.S. Reg. Nos. 3,041,791, 3,881,770, 3,935,447, 3,917,332, 3,826,546, 3,814,888, 3,801,147, 3,734,637, 3,716,926, 3,659,516, 3,122,052, 4,099,518, 4,102,822, 4,102,823, 4,102,824, 4,102,826, 4,129,126, 4,339,122, 4,339,123, 4,392,662, 4,429,115,

4,432,823, 4,466,906, 4,471,161, 4,489,662, 4,491,419, and the FACEBOOK marks in Application Serial Nos. 86/120,787, 85/147,930 and 85/440,333.

10. A Request to provide DOCUMENTS that SUPPORT something means relating to, referring to, describing, referencing, evidencing, concerning or constituting.

11. Wherever used herein, the singular shall include the plural and the plural shall include the singular.

II. INSTRUCTIONS

1. YOU shall produce all non-privileged DOCUMENTS or tangible things in YOUR possession, custody, or control that are responsive to these Requests. It is intended that these Requests will not solicit the production of any material protected either by the attorney-client privilege or by the work product doctrine.

2. If YOU object to part of a Request and refuse to respond to that part, YOU shall produce all DOCUMENTS called for which are not subject to that objection. If YOU object to the scope or time period of a Request, YOU shall state YOUR objection and respond to the Request for the scope or time period YOU believe is appropriate.

3. If, in responding to these Requests, YOU encounter any ambiguities when construing a Request or definition, YOU shall set forth in YOUR response the matter deemed ambiguous and the construction used in responding.

4. Each DOCUMENT or tangible thing produced in response to these Requests shall be produced as it is kept in the usual course of business, including file folders, binders, notebooks, and other devices by which such papers or things may be organized or separated, or it shall be organized and labeled to correspond with the Requests to which it is responsive. All DOCUMENTS that are physically or electronically attached to each other shall be produced in that form and designated accordingly in an electronic production.

5. DOCUMENTS should be produced in a form pursuant to a production protocol to be agreed upon by the parties, in a form in which it is ordinarily maintained (*e.g.*, native form), or in

a reasonably usable form (*e.g.*, TIFF images with Concordance-compatible load files).

6. If there are no DOCUMENTS or things responsive to any particular Request, YOU are requested to indicate the same in writing.

7. These Requests are continuing so as to require prompt supplemental responses as required under Federal Rule of Civil Procedure 26(e) up to and including the time of trial of this OPPOSITION. If YOU come into possession, custody, or control of responsive DOCUMENTS or things after the initial production, YOU should supplement the production by promptly producing such DOCUMENTS or things.

8. When a DOCUMENT contains both privileged and non-privileged material, the non-privileged material must be disclosed to the fullest extent possible without disclosing the privileged material. If a privilege is asserted with regard to part of the material contained in a DOCUMENT, the party claiming the privilege must clearly indicate the portions as to which the privilege is claimed. When a DOCUMENT has been redacted or altered in any fashion, YOU shall identify as to each document the reason for the redaction or alteration, the date of the redaction or alteration, and the person performing the redaction or alteration. Any redaction must be clearly visible on the redacted DOCUMENT.

9. If YOU believe that any Request calls for the disclosure of privileged information, YOU must comply with the requirements of Federal Rule of Civil Procedure 26(b)(5) as to each DOCUMENT for which a claim of privilege or protection from discovery is made.

10. If any responsive DOCUMENT or thing no longer exists, cannot be located, or is not in YOUR possession, custody, or control, YOU shall identify the DOCUMENT, describe its subject matter, describe its disposition, and identify all persons with knowledge of the disposition.

11. Whenever used herein, the present tense includes the past and future tenses. The singular includes the plural, and the plural includes the singular. “All” means “any and all”; “any” means “any and all.” “Including” means “including but not limited to.” “And” and “or” encompasses both “and” and “or.” Words in the masculine, feminine, or neutral form shall include each of the other genders.

III. REQUESTS FOR PRODUCTION

REQUEST FOR PRODUCTION NO. 1:

All DOCUMENTS that refer to or SUPPORT allegations made by YOU in YOUR ANSWER.

REQUEST FOR PRODUCTION NO. 2:

All DOCUMENTS YOU used, identified, relied upon, or referred to when answering Facebook's First Set of Interrogatories or any other discovery requests propounded by Facebook.

REQUEST FOR PRODUCTION NO. 3:

A specimen sufficient to show any use of the BLASSBOOKS.COM Mark with each good or service identified in response to Interrogatory No. 5 of Facebook's First Set of Interrogatories.

REQUEST FOR PRODUCTION NO. 4:

DOCUMENTS sufficient to show YOUR date of first use of the BLASSBOOKS.COM Mark.

REQUEST FOR PRODUCTION NO. 5:

DOCUMENTS sufficient to show the prices charged for each good or service YOU have offered or currently offer in connection with the BLASSBOOKS.COM Mark.

REQUEST FOR PRODUCTION NO. 6:

All DOCUMENTS CONCERNING the adoption of the BLASSBOOKS.COM Mark by YOU or other individuals authorized by YOU, including without limitation all DOCUMENTS and things referring to or evidencing the origination, selection, and development of the BLASSBOOKS.COM Mark.

REQUEST FOR PRODUCTION NO. 7:

All DOCUMENTS CONCERNING YOUR past, current, or planned future use of the BLASSBOOKS.COM Mark within the U.S.

REQUEST FOR PRODUCTION NO. 8:

All COMMUNICATIONS CONCERNING the use, or planned future use, of the BLASSBOOKS.COM Mark by YOU within the U.S.

REQUEST FOR PRODUCTION No. 9:

All DOCUMENTS CONCERNING the use, or planned future use, of the BLASSBOOKS.COM Mark by any third party within the U.S.

REQUEST FOR PRODUCTION No. 10:

All COMMUNICATIONS CONCERNING the use, or planned future use, of the BLASSBOOKS.COM Mark by any third party within the U.S.

REQUEST FOR PRODUCTION No. 11:

All DOCUMENTS CONCERNING YOUR use of any mark that includes the term “book,” including without limitation all COMMUNICATIONS regarding YOUR use of any mark that includes the term “book.”

REQUEST FOR PRODUCTION No. 12:

All DOCUMENTS CONCERNING YOUR planned or considered use of any mark that includes the term “book,” including without limitation all COMMUNICATIONS regarding YOUR planned or considered use of any mark that includes the term “book.”

REQUEST FOR PRODUCTION No. 13:

All DOCUMENTS CONCERNING YOUR use of any mark that includes the term “face,” including without limitation all COMMUNICATIONS regarding YOUR use of any mark that includes the term “face.”

REQUEST FOR PRODUCTION No. 14:

All DOCUMENTS CONCERNING YOUR planned or considered use of any mark that includes the term “face,” including without limitation all COMMUNICATIONS regarding YOUR planned or considered use of any mark that includes the term “face.”

REQUEST FOR PRODUCTION No. 15:

All DOCUMENTS CONCERNING the use of the BLASSBOOKS.COM Mark in connection with YOUR plans or preparation to develop a good and/or service.

REQUEST FOR PRODUCTION No. 16:

All DOCUMENTS CONCERNING YOUR use of the BLASSBOOKS.COM Mark in connection with YOUR sale, advertising, or promotion of a good and/or service.

REQUEST FOR PRODUCTION No. 17:

DOCUMENTS sufficient to show the target market of goods and/or services sold or offered for sale in connection with the BLASSBOOKS.COM Mark.

REQUEST FOR PRODUCTION No. 18:

DOCUMENTS sufficient to show the target market of goods and/or services planned to be sold or offered for sale in the future in connection with the BLASSBOOKS.COM Mark.

REQUEST FOR PRODUCTION No. 19:

All advertising and promotional DOCUMENTS CONCERNING the goods and/or services offered, sold, or planned to be sold in the future, in connection with the BLASSBOOKS.COM Mark.

REQUEST FOR PRODUCTION No. 20:

All marketing plans, forecasts, projections and DOCUMENTS CONCERNING YOUR marketing and sales plans for goods and/or services sold, to be sold, advertised, or to be advertised, bearing or associated with the BLASSBOOKS.COM Mark.

REQUEST FOR PRODUCTION No. 21:

DOCUMENTS sufficient to identify the channels of trade through which YOU offer or plan to offer each good and/or service sold, to be sold, advertised, or to be advertised, bearing the BLASSBOOKS.COM Mark.

REQUEST FOR PRODUCTION No. 22:

All DOCUMENTS CONCERNING any instances of actual confusion, mistake, deception or association of any kind between YOU and Facebook or between YOUR goods and services and Facebook's goods and services.

REQUEST FOR PRODUCTION No. 23:

All DOCUMENTS CONCERNING the advertisement, marketing, or promotion of YOUR goods and/or services under the BLASSBOOKS.COM Mark.

REQUEST FOR PRODUCTION No. 24:

DOCUMENTS sufficient to show the identities of individuals who have ever been involved with the marketing of any goods and/or services offered under the BLASSBOOKS.COM Mark.

REQUEST FOR PRODUCTION No. 25:

DOCUMENTS sufficient to show the advertising, marketing, and promotion expenses associated with the goods and services offered under the BLASSBOOKS.COM Mark.

REQUEST FOR PRODUCTION No. 26:

For each month that YOU have offered goods or services under the BLASSBOOKS.COM Mark, DOCUMENTS sufficient to show the number of customers of the goods and services offered under the BLASSBOOKS.COM Mark.

REQUEST FOR PRODUCTION No. 27:

For each month that YOU have offered goods or services under the BLASSBOOKS.COM Mark, DOCUMENTS sufficient to show the total number of visitors to YOUR website located at www.BLASSBOOKS.COM.com.

REQUEST FOR PRODUCTION No. 28:

For each month that YOU have offered goods or services under the BLASSBOOKS.COM Mark, DOCUMENTS sufficient to show the total number of users registered for YOUR website located at www.BLASSBOOKS.COM.com.

REQUEST FOR PRODUCTION No. 29:

All DOCUMENTS CONCERNING COMMUNICATIONS between YOU and Facebook or any current or former Facebook employee or agent, regarding the BLASSBOOKS.COM Mark.

REQUEST FOR PRODUCTION No. 30:

DOCUMENTS sufficient to show preparations to use the BLASSBOOKS.COM Mark, including business plans, pitches or proposals to potential business partners, investors, advertisers or customers.

REQUEST FOR PRODUCTION No. 31:

All DOCUMENTS CONCERNING the FACEBOOK Marks, including without limitation any COMMUNICATION CONCERNING the trademark rights of Facebook in the FACEBOOK Marks.

REQUEST FOR PRODUCTION No. 32:

All DOCUMENTS upon which YOU intend to rely in this matter.

Date: July 2, 2014

COOLEY LLP

/Brendan J. Hughes/

Peter J. Willsey

Brendan J. Hughes

COOLEY LLP

1299 Pennsylvania Ave., NW

Suite 700

Washington, D.C. 20004

Tel: (202) 842-7800

Email: pwillsey@cooley.com

bhughes@cooley.com

Counsel for Opposer Facebook, Inc.

CERTIFICATE OF SERVICE

I hereby certify that a true and complete copy of the foregoing **OPPOSER'S FIRST SET OF REQUESTS FOR PRODUCTION OF DOCUMENTS AND THINGS TO APPLICANT** has been served on Applicant Blassbooks, LLC by mailing said copy on July 2, 2014, via First Class Mail, postage prepaid to Applicant's address of record:

Edward J. Rodriguez Vallejo
Blassbooks, LLC
605 W Flagler Street
Miami, Florida 33130

Date: July 2, 2014

/Judd D. Lauter/

Judd D. Lauter
COOLEY LLP
1299 Pennsylvania Ave., N.W., Suite 700
Washington, D.C. 20004
Tel: (202) 842-7800; Fax: (202) 842-7899
Emails: jlauter@cooley.com

Counsel for Opposer Facebook, Inc.

108424481

EXHIBIT D

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

In the matter of application Serial No. 85/917,730
For the Trademark BLASSBOOKS.COM
Published in the Official Gazette on September 24, 2013

FACEBOOK, INC.,)	
)	
Opposer,)	
)	Opposition No. 91215583
v.)	
)	
BLASSBOOKS, LLC,)	
)	
Applicant.)	
_____)	

OPPOSER’S FIRST SET OF INTERROGATORIES TO APPLICANT

PROPOUNDING PARTY: **OPPOSER FACEBOOK, INC.**
RESPONDING PARTY: **APPLICANT BLASSBOOKS, LLC**
SET NUMBER: **ONE**

Pursuant to 37 C.F.R. § 2.120 and Federal Rule of Civil Procedure 33, Opposer Facebook, Inc. (“Facebook”) requests that Applicant Blassbooks, LLC (“Applicant”) respond to this First Set of Interrogatories (the “Interrogatories”) by answering each Interrogatory separately and completely in writing under oath within thirty (30) days from the date of service in accordance with the Definitions and Instructions set forth below.

I. DEFINITIONS

Notwithstanding any definition below, each word, term, or phrase used in these Interrogatories is intended to have the broadest meaning permitted under the Federal Rules of Civil Procedure. As used in these Interrogatories, words in capital letters are defined as follows:

1. YOU, YOUR, or YOURS refer to Applicant and anyone acting on its behalf, including without limitation, its officers, directors, employees, partners, corporate parent, subsidiaries, affiliates, attorneys, accountants, licensees, and consultants.

2. COMMUNICATION is used in its broadest sense, and means any transmission of information from one PERSON or entity to another by any means, including without limitation written communications, telephone communications, in-person communications, email, instant messaging, and other electronic communications.

3. CONCERNING means constituting, relating to, reflecting, regarding, memorializing, identifying, embodying, referring to, pertaining to, commenting on, discussing, analyzing, considering, describing, containing, consisting of, connected to, indicating, evidencing, supporting, or refuting.

4. DOCUMENT or DOCUMENTS shall have the broadest meaning ascribed to those terms by Federal Rule of Civil Procedure 34, and include electronically stored information and tangible things, whose discovery is permitted under Rule 34(a)(1), and writings as defined by Rule 1001(1) of the Federal Rules of Evidence. A draft or non-identical copy is a separate “document” within the meaning of this term.

5. IDENTIFY means to describe with particularity in full detail all relevant facts about the subject matter, including, but not limited to, names, relationships, functions, addresses, telephone number(s), purposes, objectives, results, and any other information which is relevant, or could lead to the discovery of admissible evidence.

(a) When used with respect to an individual, the term means to state the individual’s (i) full name, (ii) title, (iii) employer or business affiliation, (iv) present address, or if unknown, last known address, and (v) telephone number.

(b) When used with respect to a corporation or other form of business organization, the term means to state (i) the name and form of such corporation or business organization, (ii) the address of its principal place of business, (iii) its state of incorporation or formation, and (iv) the identity of all individuals who acted on its behalf in connection with the

matter alleged in this OPPOSITION.

(c) When used with respect to a DOCUMENT, the term means to state (i) the identity of the person(s) who authored the DOCUMENT, (ii) the identity of the sender(s) of the DOCUMENT, if any, (iii) its title or a description of the general nature of its subject matter, (iv) the identity of all actual or intended recipients, if any, (v) the date when the DOCUMENT was created and last modified, and (vi) the location of each copy of the DOCUMENT and the IDENTITY of present custodian.

6. PERSON means any natural person, business or other legal entity.

7. OPPOSITION refers to Opposition No. 91215583, filed by Facebook on March 24, 2014.

8. YOUR ANSWER refers to the Answer YOU filed in this Opposition on May 7, 2014.

9. BLASSBOOKS.COM Mark refers to the mark reflected in Application Serial No. 85/917,730, filed on April 29, 2013.

10. The FACEBOOK Marks refers collectively to all of Facebook's marks that consist of or incorporate the term FACEBOOK, including without limitation the FACEBOOK marks identified in U.S. Reg. Nos. 3,041,791, 3,881,770, 3,935,447, 3,917,332, 3,826,546, 3,814,888, 3,801,147, 3,734,637, 3,716,926, 3,659,516, 3,122,052, 4,099,518, 4,102,822, 4,102,823, 4,102,824, 4,102,826, 4,129,126, 4,339,122, 4,339,123, 4,392,662, 4,429,115, 4,432,823, 4,466,906, 4,471,161, 4,489,662, 4,491,419, and the FACEBOOK marks in Application Serial Nos. 86/120,787, 85/147,930 and 85/440,333.

11. Wherever used herein, the singular shall include the plural and the plural shall include the singular.

II. INSTRUCTIONS

1. YOU are requested to answer each Interrogatory set forth below separately and completely in writing under oath. YOUR response hereto is to be signed and verified by the PERSON making it, and the objections signed by the attorney making them, as required by Federal Rule of Civil Procedure 33(b) and Section 405.04(c) of the Trademark Trial and Appeal

Board Manual of Procedure (“T.B.M.P.”).

2. If any of the Interrogatories cannot be answered in full, YOU must answer to the extent possible, specifying the reasons for YOUR inability to answer the remainder of the Interrogatory and stating whatever information, knowledge, or belief YOU do have concerning the unanswered portion thereof.

3. Each Interrogatory shall be answered fully unless it is objected to in good faith, in which event the reasons for YOUR objection shall be stated in detail. If an objection pertains to only a portion of an Interrogatory, or a word, phrase or clause contained within it, YOU are required to state YOUR objection to that portion only and to respond to the remainder of the Interrogatory, using YOUR best efforts to do so.

4. If, in answering these Interrogatories, YOU encounter any ambiguities when construing an Interrogatory, instruction, or definition, YOU shall set forth in YOUR answer the matter deemed ambiguous and the construction used in answering.

5. It is intended that these Interrogatories will not solicit any material protected either by the attorney-client privilege or by the work product doctrine.

6. If YOU believe that any information responsive to any Interrogatory is privileged or otherwise protected from discovery, YOU are requested to comply with the requirements of Federal Rule of Civil Procedure 26(b)(5) as to each DOCUMENT for which a claim of privilege or protection from discovery is made.

7. If YOU answer any of the Interrogatories by reference to records from which the answer may be derived or ascertained, YOU are requested to comply with the requirements of Federal Rule of Civil Procedure 33(d) and section 405.04(b) of the T.B.M.P.

8. If any responsive DOCUMENT no longer exists, cannot be located, or is not in YOUR possession, custody, or control, YOU shall identify the DOCUMENT, describe its subject matter and describe its disposition, and identify all persons with knowledge of the disposition.

9. These Interrogatories are continuing in nature and YOUR responses to them are to be promptly supplemented or amended if, after the time of YOUR initial responses, YOU learn

that any response is or has become in some material respect incomplete or incorrect, to the full extent provided for by Federal Rule of Civil Procedure 26(e).

10. Wherever used herein, the present tense includes the past and future tenses. The singular includes the plural, and the plural includes the singular. “All” means “any and all.” “Any” means “any and all.” “Including” means “including but not limited to.” “And” and “or” encompass both “and” and “or.” Words in the masculine, feminine or neuter form shall include each of the other genders.

III. INTERROGATORIES

INTERROGATORY NO. 1:

IDENTIFY each PERSON that has used, or that Applicant believes will use, the BLASSBOOKS.COM Mark within the U.S.

INTERROGATORY NO. 2:

IDENTIFY each PERSON with knowledge of YOUR selection and adoption of the BLASSBOOKS.COM Mark.

INTERROGATORY NO. 3:

IDENTIFY each PERSON who had any involvement with or any knowledge of facts relating to YOUR efforts to register the BLASSBOOKS.COM Mark with the United States Patent and Trademark Office (“USPTO”).

INTERROGATORY NO. 4:

Describe in detail the facts and circumstances surrounding YOUR selection and adoption of the BLASSBOOKS.COM Mark.

INTERROGATORY NO. 5:

IDENTIFY all goods and/or services with which the BLASSBOOKS.COM Mark has been or is currently being used by YOU.

INTERROGATORY NO. 6:

Describe in detail all goods and/or services in connection with which YOU intend to use

the BLASSBOOKS.COM Mark in the future.

INTERROGATORY NO. 7:

IDENTIFY the date(s) when YOU first used the BLASSBOOKS.COM Mark within the U.S. in connection with each good and service identified in response to Interrogatory No. 5.

INTERROGATORY NO. 8:

IDENTIFY the channels of trade for YOUR goods or services that have been or are intended to be distributed, sold, or marketed under the BLASSBOOKS.COM Mark.

INTERROGATORY NO. 9:

IDENTIFY and describe in detail YOUR target customer markets for YOUR goods and services that have been or are intended to be distributed, sold, or marketed under the BLASSBOOKS.COM Mark.

INTERROGATORY NO. 10:

IDENTIFY and describe in detail any instances where a PERSON inquired about or assumed an association or connection between YOU and Facebook, including without limitation any COMMUNICATIONS YOU received that may have been intended for Facebook.

INTERROGATORY NO. 11:

IDENTIFY and describe in detail any instances of consumer confusion, mistake, deception, or association of any kind between YOU and Facebook, or between YOUR goods and services and Facebook's goods and services, including without limitation any COMMUNICATIONS received from consumers evidencing any actual confusion.

INTERROGATORY NO. 12:

Describe in detail the facts and circumstances under which YOU first heard of or learned of Facebook, including without limitation the date that YOU first heard of or learned of goods or services offered in connection with the FACEBOOK Marks.

INTERROGATORY NO. 13:

IDENTIFY each Facebook username and developer account that YOU currently use or have previously used.

INTERROGATORY NO. 14:

Describe in detail all COMMUNICATIONS between YOU and any PERSON CONCERNING the trademark rights of Facebook in the FACEBOOK Marks, including the date and place of the COMMUNICATION, the manner of COMMUNICATION (by telephone, letter, email, etc.), the substance of the COMMUNICATION and every PERSON who participated in or otherwise has knowledge of the COMMUNICATION.

INTERROGATORY NO. 15:

IDENTIFY the U.S. dollar value of the monthly revenues generated by sales of the goods and/or services identified in response to Interrogatory No. 5 offered by YOU in connection with the BLASSBOOKS.COM Mark.

INTERROGATORY NO. 16:

IDENTIFY the prices charged for each good or service YOU have offered, currently offer, or intend to offer in connection with the BLASSBOOKS.COM Mark.

INTERROGATORY NO. 17:

Describe in detail any actual or anticipated plans that YOU have to expand the channels of trade for any goods or services offered by YOU in connection with the BLASSBOOKS.COM Mark.

INTERROGATORY NO. 18:

Describe in detail any actual or anticipated plans that YOU have to expand the types of goods and services to be offered by YOU in connection with the BLASSBOOKS.COM Mark.

INTERROGATORY NO. 19:

With respect to any of the goods and services identified in response to Interrogatory No. 5, describe in detail the manner in which the BLASSBOOKS.COM Mark is or has been marketed, advertised, and/or promoted in the United States.

INTERROGATORY NO. 20:

Describe in detail any advertising associated with the BLASSBOOKS.COM Mark within

the U.S., including without limitation the nature of such advertising, the geographic scope of such advertising, and the amount of money spent for such advertising on a yearly basis.

INTERROGATORY NO. 21:

IDENTIFY each PERSON who supplied information included in any of the answers to these Interrogatories propounded by Facebook or who was consulted or whose documents or files were consulted in connection with the preparation of the answers.

INTERROGATORY NO. 22:

IDENTIFY all facts that YOU intend to rely on to support YOUR contention that YOUR use of the BLASSBOOKS.COM Mark does not infringe or dilute the FACEBOOK Marks.

INTERROGATORY NO. 23:

IDENTIFY any agreement, contract, or license YOU have entered into with any PERSON relating to the BLASSBOOKS.COM Mark.

INTERROGATORY NO. 24:

For each month in which YOU have used the BLASSBOOKS.COM Mark to identify YOUR goods and services, IDENTIFY the number of PERSONS who have used the goods and services offered by YOU under the BLASSBOOKS.COM Mark.

Date: July 2, 2014

COOLEY LLP

/Brendan J. Hughes/

Peter J. Willsey

Brendan J. Hughes

COOLEY LLP

1299 Pennsylvania Ave., NW

Suite 700

Washington, D.C. 20004

Tel: (202) 842-7800

Email: pwillsey@cooley.com

bhughes@cooley.com

Counsel for Opposer Facebook, Inc.

CERTIFICATE OF SERVICE

I hereby certify that a true and complete copy of the foregoing **OPPOSER'S FIRST SET OF INTERROGATORIES TO APPLICANT** has been served on Applicant Blassbooks, LLC by mailing said copy on July 2, 2014, via First Class Mail, postage prepaid to Applicant's address of record:

Edward J. Rodriguez Vallejo
Blassbooks, LLC
605 W Flagler Street
Miami, Florida 33130

Date: July 2, 2014

/Judd D. Lauter/ _____
Judd D. Lauter
COOLEY LLP
1299 Pennsylvania Ave., N.W., Suite 700
Washington, D.C. 20004
Tel: (202) 842-7800; Fax: (202) 842-7899
Emails: jlauter@cooley.com

Counsel for Opposer Facebook, Inc.

108424486

EXHIBIT E

From: Josue Rodriguez <jrv900@gmail.com>
Sent: Wednesday, July 16, 2014 2:42 PM
To: Givner-Forbes, Rebecca
Subject: Re: Facebook v BLASSBOOKS.COM

Follow Up Flag: Follow up
Flag Status: Flagged

Categories: Red Category

Hi Rebecca,

I received your request on the 8 of July. On Friday I will sit down to get all the info I have from your request.

Regards

EXHIBIT F

From: Givner-Forbes, Rebecca <rgivnerforbes@cooley.com>
Sent: Tuesday, August 12, 2014 1:56 PM
To: Josue Rodriguez
Cc: Hughes, Brendan
Subject: Facebook v. Blassbooks, LLC (BLASSBOOKS) / missing discovery responses

Mr. Vallejo,

As we discussed when you called me on August 7, your responses to Facebook's discovery requests were due on August 6. You had indicated when we spoke on July 21 that you would meet this deadline. Because you told me on August 7 that you had been hospitalized on August 2, and you were nearly finished preparing your responses to Facebook's discovery requests, which you would complete within a couple of days, I agreed to extend this deadline after the fact.

I expect to receive your responses to Facebook's discovery requests by **tomorrow, August 13th**. This is one week from their original due date, and six days after you told me that they were nearly finished. I have been more than patient with you on this.

I also need your initial disclosures, which were due on July 2. We have previously discussed these, and you said that you would review the relevant section of the TBMP to determine what was required and would prepare these for us. You also confirmed that you had received Facebook's initial disclosures. Please send us Blassbooks, LLC's initial disclosures as soon as possible.

Best regards,
Rebecca

Rebecca Givner-Forbes

Cooley LLP
1299 Pennsylvania Avenue, NW • Suite 700
(enter from 12th and E Streets)
Washington, DC 20004-2400
Direct: +1 202 776 2382 • Cell: +1 571 218 9479 • Fax: +1 202 842 7899
Email: rgivnerforbes@cooley.com • www.cooley.com

This email message is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply email and destroy all copies of the original message. If you are the intended recipient, please be advised that the content of this message is subject to access, review and disclosure by the sender's Email System Administrator.

EXHIBIT G

From: Josue Rodriguez [<mailto:jrv900@gmail.com>]
Sent: Wednesday, August 13, 2014 3:32 PM
To: Givner-Forbes, Rebecca
Subject: Re: Facebook v. Blassbooks, LLC (BLASSBOOKS) / missing discovery responses

Dear Rebecca,

I'm working on all your documents, I apologize for the delays.

Regards

On Aug 12, 2014 1:56 PM, "Givner-Forbes, Rebecca" <rgivnerforbes@cooley.com> wrote:
Mr. Vallejo,

As we discussed when you called me on August 7, your responses to Facebook's discovery requests were due on August 6. You had indicated when we spoke on July 21 that you would meet this deadline. Because you told me on August 7 that you had been hospitalized on August 2, and you were nearly finished preparing your responses to Facebook's discovery requests, which you would complete within a couple of days, I agreed to extend this deadline after the fact.

I expect to receive your responses to Facebook's discovery requests by **tomorrow, August 13th**. This is one week from their original due date, and six days after you told me that they were nearly finished. I have been more than patient with you on this.

I also need your initial disclosures, which were due on July 2. We have previously discussed these, and you said that you would review the relevant section of the TBMP to determine what was required and would prepare these for us. You also confirmed that you had received Facebook's initial disclosures. Please send us Blassbooks, LLC's initial disclosures as soon as possible.

Best regards,
Rebecca

Rebecca Givner-Forbes

Cooley LLP
1299 Pennsylvania Avenue, NW • Suite 700
(enter from 12th and E Streets)
Washington, DC 20004-2400
Direct: [+1 202 776 2382](tel:+12027762382) • Cell: [+1 571 218 9479](tel:+15712189479) • Fax: +1 202 842 7899
Email: rgivnerforbes@cooley.com • www.cooley.com

This email message is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply email and destroy all copies of the original message. If you are the intended recipient, please be advised that the content of this message is subject to access, review and disclosure by the sender's Email System Administrator.

This email message is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply email and destroy all copies of the original message. If you are the intended recipient, please be advised that the content of this message is subject to access, review and disclosure by the sender's Email System Administrator.

EXHIBIT H

From: Givner-Forbes, Rebecca [rgivnerforbes@cooley.com]
Sent: Thursday, August 14, 2014 7:40 PM
To: Josue Rodriguez
CC: Hughes, Brendan
Subject: Re: Facebook v. Blassbooks, LLC (BLASSBOOKS) / missing discovery responses

Mr. Vallejo,

Thank you for your message. However, you have provided no explanation for this latest delay. If there are circumstances of which we should be aware contributing to your delay, please let me know a time tomorrow when you are available for a call to discuss. But we cannot simply give you an open-ended period in which to provide your responses and responsive documents. We will agree to extend the original deadline of August 6th by two weeks, or **August 20th**. To be clear, if you do not serve your responses and responsive documents to Facebooks Interrogatories, Requests for Admissions, and Requests for Production by August 20th, all of the attendant consequences of missing your discovery deadline will apply. In particular, I draw your attention to Instruction No. 6 from Facebooks Requests for Admissions, which reads:

Any Request set forth below to which there has not been an adequate and timely response may be deemed admitted and, therefore, conclusively established for purposes of this ACTION.

Best regards,
Rebecca

Rebecca Givner-Forbes

Cooley LLP
1299 Pennsylvania Avenue, NW Suite 700
(enter from 12th and E Streets)
Washington, DC 20004-2400
Direct: +1 202 776 2382 Cell: +1 571 218 9479 Fax: +1 202 842 7899
Email: rgivnerforbes@cooley.com www.cooley.com

From: Josue Rodriguez [<mailto:jrv900@gmail.com>]
Sent: Wednesday, August 13, 2014 3:32 PM
To: Givner-Forbes, Rebecca
Subject: Re: Facebook v. Blassbooks, LLC (BLASSBOOKS) / missing discovery responses

Dear Rebecca,

I'm working on all your documents, I apologize for the delays.

Regards

On Aug 12, 2014 1:56 PM, "Givner-Forbes, Rebecca" <rgivnerforbes@cooley.com> wrote:
Mr. Vallejo,

As we discussed when you called me on August 7, your responses to Facebooks discovery requests were due on August 6. You had indicated when we spoke on July 21 that you would meet this deadline. Because you told me on August 7 that you had been hospitalized on August 2, and you were nearly finished preparing your responses to Facebooks discovery requests, which you would complete within a couple of days, I agreed to extend this deadline after the fact.

I expect to receive your responses to Facebooks discovery requests by **tomorrow, August 13th**. This is one week from their original due date, and six days after you told me that they were nearly finished. I have been more than patient with you on this.

I also need your initial disclosures, which were due on July 2. We have previously discussed these, and you said that you would review the relevant section of the TBMP to determine what was required and would prepare these for us. You also confirmed that you had received Facebooks initial disclosures. Please send us Blassbooks, LLCs initial disclosures as soon as possible.

Best regards,
Rebecca

Rebecca Givner-Forbes

Cooley LLP
1299 Pennsylvania Avenue, NW Suite 700
(enter from 12th and E Streets)
Washington, DC 20004-2400
Direct: [+1 202 776 2382](tel:+12027762382) Cell: [+1 571 218 9479](tel:+15712189479) Fax: +1 202 842 7899
Email: rgivnerforbes@cooley.com www.cooley.com

This email message is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply email and destroy all copies of the original message. If you are the intended recipient, please be advised that the content of this message is subject to access, review and disclosure by the sender's Email System Administrator.

This email message is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply email and destroy all copies of the original message. If you are the intended recipient, please be advised that the content of this message is subject to access, review and disclosure by the sender's Email System Administrator.

EXHIBIT I

From: Givner-Forbes, Rebecca
Sent: Tuesday, September 09, 2014 9:20 PM
To: Josue Rodriguez
Cc: Willsey, Peter; Hughes, Brendan
Subject: Facebook v. Blassbooks, LLC (BLASSBOOKS.COM) Opp No. 91215583 /
discovery deficiencies

Mr. Vallejo,

Please find attached an electronic copy of a letter regarding Blassbooks, LLC's discovery deficiencies in the above-referenced proceeding, which is being sent to you by U.S. mail.

Best regards,
Rebecca

Rebecca Givner-Forbes

Cooley LLP
1299 Pennsylvania Avenue, NW • Suite 700
(enter from 12th and E Streets)
Washington, DC 20004-2400
Direct: +1 202 776 2382 • Cell: +1 571 218 9479 • Fax: +1 202 842 7899
Email: rgivnerforbes@cooley.com • www.cooley.com



~~Blassbooks,
LLC, discovery de...~~



Rebecca Givner-Forbes
T: +1 202 776 2382
rgivnerforbes@cooley.com

VIA U.S. POST AND EMAIL

September 9, 2014

Edward J. Rodriguez Vallejo
Blassbooks, LLC
605 W. Flagler Street
Miami, FL 33130
jrv900@gmail.com

RE: *Facebook, Inc. v. Blassbooks, LLC* – Discovery Deficiencies

Mr. Vallejo:

I write to address Blassbooks, LLC's failure to serve initial disclosures and responses to Facebook's discovery requests. Please let me know your availability this week to meet and confer regarding the issues raised in this letter.

Under the scheduling order issued by the Trademark Trial and Appeal Board on March 24, 2014, the parties' initial disclosures were due by July 2. Facebook served its initial disclosures by this deadline, the receipt of which you confirmed by email on July 16. Moreover, when we spoke on July 21, you said that you would provide Blassbooks, LLC's initial disclosures shortly. Despite multiple requests, however, we have not yet received them.

Moreover, you have not served Blassbooks, LLC's responses to Facebook's discovery requests, which were served on you on July 2 and due on August 6. During our call on July 21, you said you understood that Blassbooks, LLC's responses were due on August 6 and that you would be able to meet this deadline. On August 7, you informed me that you had recently been ill, but that you were almost finished preparing your responses and promised to send them within a couple of days. Based on these representations, I agreed to extend the original deadline.

When I did not hear from you after a couple of days, I sent you an email further extending the deadline to serve your responses to August 13, a week after the original deadline. On August 13, you sent me an email stating that you were still working on the responses, but did not provide any explanation for your continued delay. Nonetheless, in an effort to accommodate you, I again extended the deadline until August 20. I asked you to schedule a call with me should there be any reason for any additional delay. I also reminded you that Blassbooks, LLC would be deemed to have admitted each of the admissions Facebook requested if you missed the new deadline. You did not inform me of any reason for your delay, and you did not meet the deadline.

Since August 20, you have contacted me multiple times by phone and email with regard to proposed settlement terms. However, you have not provided any explanation for the ongoing delay in serving the required discovery responses. This is in spite of your assertion that you were "almost done" preparing the discovery responses on August 7. You have also failed to



Edward J. Rodriguez Vallejo
September 9, 2014
Page Two

serve Blassbooks, LLC's initial disclosures, despite telling me on July 21 that you would do so soon.

Facebook needs Blassbooks, LLC to serve its initial disclosures and interrogatory responses, as well as produce documents responsive to Facebook's requests, as soon as possible in order to proceed with discovery. Otherwise, Facebook's ability to prosecute this action will be prejudiced.

Please let me know your availability this week for a telephone conference to meet and confer regarding these discovery deficiencies. I look forward to speaking with you soon.

Best regards,

A handwritten signature in blue ink, appearing to read "Rebecca Givner-Forbes".

Rebecca Givner-Forbes

cc: Peter J. Willsey
Brendan J. Hughes

EXHIBIT J

From: Josue Rodriguez <jrv900@gmail.com>
Sent: Tuesday, September 30, 2014 9:12 AM
To: Givner-Forbes, Rebecca
Subject: Re: BlassBooks VS Facebook Settlement agreement changes
Attachments: Response for Interrogatories.docx; Response for request of production r.docx;
Response to Request for admmission.docx; NDA.pdf

Dear Rebecca,

Please see attached the response for the request for production, the response for the request for interrogatories, and the response for the request for admissions. Also find a confidentiality agreement for all the documents that I will share with Facebook after I received the sign confidentiality agreement back signed I will send you the documents.

Regards

EXHIBIT K

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

In the matter of application serial No. 85/917/730

For the trademark BLASSBOOKS.COM

Published in the official Gazette on September 24, 2013

FACEBOOK, INC.,

OPPOSER,

BLASSBOOKS, LLC,

APPLICANT,

APPLICANT RESPONSE FOR FIRST SET OF REQUEST FOR PRODUCTION OF DOCUMENTS
AND THINGS

Responding Party: APPLICANT BLASSBOOKS, LLC

Propounding Party: OPPOSER FACEBOOK, INC.

SET NUMBER: ONE

1: See attached

2: See attached

3: See attached

4: See attached

5: Objection irrelevant, not likely to lead to the discovery of admissible evidence.

6: NONE

7: See attached

8: See attached

9: NONE

10: NONE

11: See attached (logo pic)

12: See attached

13: NONE

14: NONE

15: See attached

16: See attached

17: See attached

18: See attached

19: See attached

20: See attached

21: See attached

22: NONE

23: See attached

24: Facebook ads, Google Ads, etc.

25: See attached

26: See attached

27: See attached

28: See attached

29: No other than Settlement communication

30: See attached

31: NONE

32: See attached

NON-DISCLOSURE AGREEMENT

2014

THIS AGREEMENT (the "Agreement") is entered into on this 30 day of September by and between BlassBooks, LLC, located at 605 W Flagler St (the "Disclosing Party"), and FACEBOOK INC with and address at california (the "Recipient" or the "Receiving Party").

The Recipient hereto desires to participate in discussions regarding Trademark opposition (the "Transaction"). During these discussions, Disclosing Party may share certain proprietary information with the Recipient. Therefore, in consideration of the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows: #9/2/5583

1. Definition of Confidential Information.

(a) For purposes of this Agreement, "Confidential Information" means any data or information that is proprietary to the Disclosing Party and not generally known to the public, whether in tangible or intangible form, whenever and however disclosed, including, but not limited to: (i) any marketing strategies, plans, financial information, or projections, operations, sales estimates, business plans and performance results relating to the past, present or future business activities of such party, its affiliates, subsidiaries and affiliated companies; (ii) plans for products or services, and customer or supplier lists; (iii) any scientific or technical information, invention, design, process, procedure, formula, improvement, technology or method; (iv) any concepts, reports, data, know-how, works-in-progress, designs, development tools, specifications, computer software, source code, object code, flow charts, databases, inventions, information and trade secrets; and (v) any other information that should reasonably be recognized as confidential information of the Disclosing Party. Confidential Information need not be novel, unique, patentable, copyrightable or constitute a trade secret in order to be designated Confidential Information. The Receiving Party acknowledges that the Confidential Information is proprietary to the Disclosing Party, has been developed and obtained through great efforts by the Disclosing Party and that Disclosing Party regards all of its Confidential Information as trade secrets

(b) Notwithstanding anything in the foregoing to the contrary, Confidential Information shall not include information which: (i) was known by the Receiving Party prior to receiving the Confidential Information from the Disclosing Party; (b) becomes rightfully known to the Receiving Party from a third-party source not known (after diligent inquiry) by the Receiving Party to be under an obligation to Disclosing Party to maintain confidentiality; (c) is or becomes publicly available through no fault of or failure to act by the Receiving Party in breach of this Agreement; (d) is required to be disclosed in a judicial or administrative proceeding, or is otherwise requested or required to be disclosed by law or regulation, although the requirements of paragraph 4 hereof shall apply prior to any disclosure being made; and (e) is or has been independently developed by employees, consultants or agents of the Receiving Party without violation of the terms of this Agreement or reference or access to any Confidential Information.

2. Disclosure of Confidential Information.

From time to time, the Disclosing Party may disclose Confidential Information to the Receiving Party. The Receiving Party will: (a) limit disclosure of any Confidential Information to its directors, officers, employees, agents or representatives (collectively "Representatives") who have a need to know such Confidential Information in connection with the current or contemplated business relationship between the parties to which this Agreement relates, and only for that purpose; (b) advise its Representatives of the proprietary nature of the Confidential Information and of the obligations set forth

in this Agreement and require such Representatives to keep the Confidential Information confidential; (c) shall keep all Confidential Information strictly confidential by using a reasonable degree of care, but not less than the degree of care used by it in safeguarding its own confidential information; and (d) not disclose any Confidential Information received by it to any third parties (except as otherwise provided for herein).

Each party shall be responsible for any breach of this Agreement by any of their respective Representatives.

3. **Use of Confidential Information.**

The Receiving Party agrees to use the Confidential Information solely in connection with the current or contemplated business relationship between the parties and not for any purpose other than as authorized by this Agreement without the prior written consent of an authorized representative of the Disclosing Party. No other right or license, whether expressed or implied, in the Confidential Information is granted to the Receiving Party hereunder. Title to the Confidential Information will remain solely in the Disclosing Party. All use of Confidential Information by the Receiving Party shall be for the benefit of the Disclosing Party and any modifications and improvements thereof by the Receiving Party shall be the sole property of the Disclosing Party. Nothing contained herein is intended to modify the parties' existing agreement that their discussions in furtherance of a potential business relationship are governed by Federal Rule of Evidence 408.

4. **Compelled Disclosure of Confidential Information.**

Notwithstanding anything in the foregoing to the contrary, the Receiving Party may disclose Confidential Information pursuant to any governmental, judicial, or administrative order, subpoena, discovery request, regulatory request or similar method, provided that the Receiving Party promptly notifies, to the extent practicable, the Disclosing Party in writing of such demand for disclosure so that the Disclosing Party, at its sole expense, may seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of the Confidential Information; provided in the case of a broad regulatory request with respect to the Receiving Party's business (not targeted at Disclosing Party), the Receiving Party may promptly comply with such request provided the Receiving Party give (if permitted by such regulator) the Disclosing Party prompt notice of such disclosure. The Receiving Party agrees that it shall not oppose and shall cooperate with efforts by, to the extent practicable, the Disclosing Party with respect to any such request for a protective order or other relief. Notwithstanding the foregoing, if the Disclosing Party is unable to obtain or does not seek a protective order and the Receiving Party is legally requested or required to disclose such Confidential Information, disclosure of such Confidential Information may be made without liability.

5. **Term.**

This Agreement shall remain in effect for a two-year term (subject to a one year extension if the parties are still discussing and considering the Transaction at the end of the second year). Notwithstanding the foregoing, the parties' duty to hold in confidence Confidential Information that was disclosed during term shall remain in effect indefinitely.

6. **Remedies.**

Both parties acknowledge that the Confidential Information to be disclosed hereunder is of a unique and valuable character, and that the unauthorized dissemination of the Confidential

Information would destroy or diminish the value of such information. The damages to Disclosing Party that would result from the unauthorized dissemination of the Confidential Information would be impossible to calculate. Therefore, both parties hereby agree that the Disclosing Party shall be entitled to injunctive relief preventing the dissemination of any Confidential Information in violation of the terms hereof. Such injunctive relief shall be in addition to any other remedies available hereunder, whether at law or in equity. Disclosing Party shall be entitled to recover its costs and fees, including reasonable attorneys' fees, incurred in obtaining any such relief. Further, in the event of litigation relating to this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and expenses.

7. **Return of Confidential Information.**

Receiving Party shall immediately return and redeliver to the other all tangible material embodying the Confidential Information provided hereunder and all notes, summaries, memoranda, drawings, manuals, records, excerpts or derivative information deriving there from and all other documents or materials ("Notes") (and all copies of any of the foregoing, including "copies" that have been converted to computerized media in the form of image, data or word processing files either manually or by image capture) based on or including any Confidential Information, in whatever form of storage or retrieval, upon the earlier of (i) the completion or termination of the dealings between the parties contemplated hereunder; (ii) the termination of this Agreement; or (iii) at such time as the Disclosing Party may so request; provided however that the Receiving Party may retain such of its documents as is necessary to enable it to comply with its document retention policies. Alternatively, the Receiving Party, with the written consent of the Disclosing Party may (or in the case of Notes, at the Receiving Party's option) immediately destroy any of the foregoing embodying Confidential Information (or the reasonably nonrecoverable data erasure of computerized data) and, upon request, certify in writing such destruction by an authorized officer of the Receiving Party supervising the destruction).

8. **Notice of Breach.**

Receiving Party shall notify the Disclosing Party immediately upon discovery of any unauthorized use or disclosure of Confidential Information by Receiving Party or its Representatives, or any other breach of this Agreement by Receiving Party or its Representatives, and will cooperate with efforts by the Disclosing Party to help the Disclosing Party regain possession of Confidential Information and prevent its further unauthorized use.

9. **No Binding Agreement for Transaction.**

The parties agree that neither party will be under any legal obligation of any kind whatsoever with respect to a Transaction by virtue of this Agreement, except for the matters specifically agreed to herein. The parties further acknowledge and agree that they each reserve the right, in their sole and absolute discretion, to reject any and all proposals and to terminate discussions and negotiations with respect to a Transaction at any time. This Agreement does not create a joint venture or partnership between the parties. If a Transaction goes forward, the non-disclosure provisions of any applicable transaction documents entered into between the parties (or their respective affiliates) for the Transaction shall supersede this Agreement. In the event such provision is not provided for in said transaction documents, this Agreement shall control.

10. **Warranty.**

Each party warrants that it has the right to make the disclosures under this Agreement. **NO WARRANTIES ARE MADE BY EITHER PARTY UNDER THIS AGREEMENT WHATSOEVER.** The parties acknowledge that although they shall each endeavor to include in the Confidential Information all information that they each believe relevant for the purpose of the evaluation of a Transaction, the parties understand that no representation or warranty as to the accuracy or completeness of the Confidential Information is being made by either party as the Disclosing Party. Further, neither party is under any obligation under this Agreement to disclose any Confidential Information it chooses not to disclose. Neither Party hereto shall have any liability to the other party or to the other party's Representatives resulting from any use of the Confidential Information except with respect to disclosure of such Confidential Information in violation of this Agreement.

11. **Miscellaneous.**

(a) This Agreement constitutes the entire understanding between the parties and supersedes any and all prior or contemporaneous understandings and agreements, whether oral or written, between the parties, with respect to the subject matter hereof. This Agreement can only be modified by a written amendment signed by the party against whom enforcement of such modification is sought.

(b) The validity, construction and performance of this Agreement shall be governed and construed in accordance with the laws of Florida (state) applicable to contracts made and to be wholly performed within such state, without giving effect to any conflict of laws provisions thereof. The Federal and state courts located in Florida (state) shall have sole and exclusive jurisdiction over any disputes arising under the terms of this Agreement.

(c) Any failure by either party to enforce the other party's strict performance of any provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement.

(d) Although the restrictions contained in this Agreement are considered by the parties to be reasonable for the purpose of protecting the Confidential Information, if any such restriction is found by a court of competent jurisdiction to be unenforceable, such provision will be modified, rewritten or interpreted to include as much of its nature and scope as will render it enforceable. If it cannot be so modified, rewritten or interpreted to be enforceable in any respect, it will not be given effect, and the remainder of the Agreement will be enforced as if such provision was not included.

(e) Any notices or communications required or permitted to be given hereunder may be delivered by hand, deposited with a nationally recognized overnight carrier, electronic-mail, or mailed by certified mail, return receipt requested, postage prepaid, in each case, to the address of the other party first indicated above (or such other addressee as may be furnished by a party in accordance with this paragraph). All such notices or communications shall be deemed to have been given and received (a) in the case of personal delivery or electronic-mail, on the date of such delivery, (b) in the case of delivery by a nationally recognized overnight carrier, on the third business day following dispatch and (c) in the case of mailing, on the seventh business day following such mailing.

(f) This Agreement is personal in nature, and neither party may directly or indirectly assign or transfer it by operation of law or otherwise without the prior written consent of the other party, which consent will not be unreasonably withheld. All obligations contained in this Agreement shall extend to and be binding upon the parties to this Agreement and their respective successors, assigns and designees.

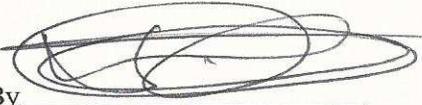
(g) The receipt of Confidential Information pursuant to this Agreement will not prevent or in any way limit either party from: (i) developing, making or marketing products or services that are or may be competitive with the products or services of the other; or (ii) providing products or services to others who compete with the other.

(h) Paragraph headings used in this Agreement are for reference only and shall not be used or relied upon in the interpretation of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

Disclosing Party

Receiving Party


By _____
Name: EDWARD JOSUE RODRIGUEZ
Title: CEO

By _____
Name:
Title:

9/30/2014

EXHIBIT L

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

In the matter of application of application Serial # 85/917/730

For the Trademark BLASSBOOKS.COM

Published in the official Gazette on September 24, 2013

FACEBOOK, INC.,

OPPOSER,

BLASSBOOKS, LLC,

APPLICANT,

RESPONSE OF FIRST SET OF INTERROGATORIES TO OPPOSER

RESPONDING PARTY: BLASSBOOKS, LLC

PROPOUNDING PARTY: OPPOSER FACEBOOK, INC

SET NUMBER: ONE

1. BLASSBOOKS, LLC
2. Edward Josue Rodriguez Vallejo
3. Edward Josue Rodriguez Vallejo
4. Describes the main services of my page (BLASSBOOKS = FASTBOOKS)
5. BOOK EXCHANGE, SOCIAL MEDIA, AND FREE BOOK MARKET PLACE
6. BOOK EXCHANGE, SOCIAL MEDIA, AND FREE BOOK MARKET PLACE
7. 3/18/2012
8. INTERNET, BILLBOARDS, FLYERS, AND VIDEO COMMERCIALS
9. STUDENTS WORLDWIDE
10. NONE
11. NEVER HAPPEN
12. DON'T REMEMBER
13. I HAVE 1 PERSONAL FACEBOOK ACCOUNT AND 5 PAGES (PERSONAL ACCOUNT IS UNDER MY PERSONAL NAME EDWARD JOSUE RODRIGUEZ, MY PAGES ARE 1. MELO REAL ESTATE, 2 BLASSBOOKS, 3. EDWARD TEMPTATION HOOKAH, 4. LOS GALANES DEL MAMBO, 5 YJ ACCESSORIES.
14. DON'T REMEMBER
15. NONE

16. FREE
17. SEE ATTACHED
18. SEE ATTACHED
19. BOOK EXCHANGE, SOCIAL MEDIA, AND FREE BOOK MARKET PLACE
20. GOOGLE ADS, FACEBOOK ADS, BILLBOARDS, FLYERS, VIDEO COMMERCIALS,
AND TV COMMERCIALS.
21. Edward Josue Rodriguez Vallejo
22. MARKS ARE NOT SIMILAR OR CONFUSING TO EACHOTHER
23. OBJECTION NO LIKELY TO LEAD TO THE DISCOVERY OF ADMISABLE EVIDENCE
24. SEE ATTACH

EXHIBIT M

From: Givner-Forbes, Rebecca
Sent: Friday, October 10, 2014 5:51 PM
To: Josue Rodriguez
Cc: Willsey, Peter
Subject: Facebook v. Blassbooks, LLC (BLASSBOOKS.COM) -- letter regarding discovery

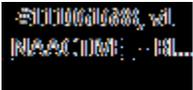
Mr. Vallejo,

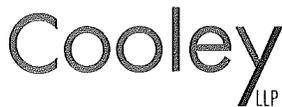
Please find attached an electronic courtesy copy of correspondence sent to you by U.S. mail today.

Best regards,
Rebecca

Rebecca Givner-Forbes

Cooley LLP
1299 Pennsylvania Avenue, NW • Suite 700
(enter from 12th and E Streets)
Washington, DC 20004-2400
Direct: +1 202 776 2382 • Cell: +1 571 218 9479 • Fax: +1 202 842 7899
Email: rgivnerforbes@cooley.com • www.cooley.com





Peter J. Willsey
T: +1 202 842 7845
pwillsey@cooley.com

VIA U.S. POST AND EMAIL

October 10, 2014

Edward J. Rodriguez Vallejo
Blassbooks, LLC
605 W. Flagler Street
Miami, FL 33130

RE: Facebook, Inc. v. Blassbooks, LLC; Blassbooks, LLC's Deficient Discovery Responses

Dear Mr. Vallejo:

We have reviewed Blassbooks, LLC's ("Blassbooks") responses to Facebook's discovery requests, which you sent via email on September 30, 2014. As set forth in more detail below, your responses are incomplete and untimely. Please let us know when you are available to meet and confer regarding the issues discussed in this letter.

I. Facebook's requests for admission are admitted as a matter of law

Despite the fact that Facebook extended Blassbooks' deadline to serve its responses twice, Blassbooks did not serve responses until seven weeks after the last extended deadline (August 20, 2014). Blassbooks has not provided any explanation for its lengthy delay. Accordingly, Facebook's requests for admission are deemed admitted as a matter of law pursuant to Federal Rule of Civil Procedure 36(a)(3). On August 14, my colleague Rebecca Givner-Forbes sent you an email warning you of this consequence of your failure to respond by the August 20 deadline.

Blassbooks cannot withdraw such automatic admissions by serving untimely responses. Blassbooks may file a motion to amend or withdraw its admissions and replace them with its late-filed responses but, until and unless it does so and the Board grants such a motion, Facebook's requests are conclusively established by operation of law. See Fed. R. Civ. P. 36(b); TBMP §§ 407.04; 411.03; *Fram Trak Industries Inc. v. WireTracks LLC*, 77 USPQ2d 2000, 2005 (TTAB 2006) (Respondent's failure to respond to petitioner's requests for admissions or move to withdraw or amend meant that such "requests [we]re deemed admitted and conclusively established" for purposes of summary judgment.).

II. The Board's standard protective order governs this proceeding

You included a non-disclosure agreement with your September 30 email, which you claim must be executed before Blassbooks will send Facebook documents that are responsive to its requests. The non-disclosure agreement is wholly unnecessary and inappropriate given that the Board's standard protective order automatically governs discovery in this proceeding. 37 CFR 2.116(g); TBMP § 412. Pursuant to that order, certain types of material that a party wishes to shield from disclosure may be designated as "confidential"; "highly confidential"; or "trade secret/commercially sensitive." We urge you to review the protective order, apply confidentiality



Edward J. Rodriguez Vallejo
October 10, 2014
Page Two

designations as appropriate under the terms of the order, and produce responsive documents as soon as possible. For ease of reference, you can view the protective order at the following link:

<<http://www.uspto.gov/trademarks/process/appeal/guidelines/stndagmnt.jsp>>

III. Blassbooks' interrogatory responses are deficient

Under the Rule 33(b)(3) of the Federal Rules of Civil Procedure, a party must answer each interrogatory "fully in writing under oath." As an initial matter, Blassbooks' responses were not signed under oath, and as a result they are invalid. Please provide a properly verified set of interrogatory responses as soon as possible.

In addition, many of Blassbooks' responses are deficient because they do not fully answer the interrogatories. We draw your attention to the following specific deficiencies.

Interrogatory No. 4: This interrogatory requests a detailed description of the facts and circumstances surrounding the selection and adoption of the BLASSBOOKS.COM Mark (the "Mark"). Your answer, "[d]escribes the main services of my page (BLASSBOOKS = FASTBOOKS)", does not describe either facts or circumstances which led you to select and adopt the Mark. Rather, your answer appears to merely provide one descriptive aspect of the Mark. We are left with no information, for example, concerning the decision to select "BLASS" as the first component of the Mark (as opposed to FAST or another word that rhymes with FAST).

Interrogatory No. 8: This interrogatory asks that Blassbooks identify the channels of trade for goods and services have been or will be distributed, sold, or marketed under the Mark. Your answer lists "Internet", "billboards", "flyers" and "video commercials" without actually identifying any geographic locations or methods of distribution, and without indicating whether these channels have been used or are merely planned for future use. For example, in what locations have or will billboards be used, and in what locations and on what media will video commercials be disseminated? In addition, "Internet" is so broad as to render that answer unintelligible and incomplete. Do you intend to use keyword advertising or other search engine optimization tools? Pop-up ads? Or just the blassbooks.com website?

Interrogatory No. 9: This interrogatory requests that you "describe in detail" your target customer markets for the goods and services offered under the Mark. Your answer "STUDENTS WORLDWIDE" does not contain sufficient detail to reveal Blassbooks' target customers. For example, do you intend do market your goods and services to college students only? High school students? Graduate students?

Interrogatories Nos. 12 and 14: These interrogatories seek information regarding Blassbooks' first awareness of Facebook and its products and services, and information concerning communications between Blassbooks and others regarding Facebook's trademark rights. In response, you simply indicate "DON'T REMEMBER." This response falls well short of Blassbooks' obligations under the rules of discovery and seems to indicate that the company did



Edward J. Rodriguez Vallejo
October 10, 2014
Page Three

little or nothing to attempt to identify and provide responsive information. One would assume that a review of your business records and emails would enable Blassbooks to answer these interrogatories.

Interrogatories Nos. 17, 18 and 24: These interrogatories request detailed descriptions of plans to expand the channels of trade for goods and services offered under the Mark; plans to expand the types of goods and services offered under the Mark; and the number of persons who have used the goods and services you offer under the Mark. You answered, "SEE ATTACHED" to each of these interrogatories. These answers presumably refer to the documents that you indicate will be shared with Facebook after you receive the signed confidentiality agreement. While the confidentiality agreement issue is addressed above, please also note that under the Rule 33(d) of the Federal Rules of Civil Procedure, a party who responds by producing a business record must "specify[] the records that must be reviewed, in sufficient detail to enable the interrogating party to locate and identify them as readily as the responding party could."

Interrogatory No. 19: This interrogatory asks that you describe in detail the manner in which the Mark is or has been marketed, advertised, and/or promoted. Your answer, "BOOK EXCHANGE (sic), SOCIAL MEDIA, AND FREE BOOK MARKET PLACE" merely repeats the identification of goods and services associated with the Mark that Blassbooks provided in response to Interrogatories 5 and 6, and does not contain *any* information regarding the manner in which those goods or services are marketed, advertised or promoted.

Interrogatory No. 20: This interrogatory seeks a detailed description of advertising associated with the Mark, including the nature of the ads, the geographic scope of the ads, and the amount of money spent on a yearly basis. Your answer -- "GOOGLE ADS, FACEBOOK ADS, BILLBOARDS, FLYERS, VIDEO COMMERCIALS AND TV COMMERCIALS" -- lacks any information about the geographic scope of such advertising activities, or the amount of money spent in connection therewith. Moreover, while your answer does generally identify basic types of advertising, it does not (a) identify any ads with particularity, (b) explain how the Mark was used in specific ads, (c) identify the dates of the ads, or (d) provide any hint as to the content or strategy of the ads.

Interrogatory No. 23: This interrogatory seeks the identity of any agreement, contract or license that you entered into with respect to the Mark. You answered "OBJECTION NO (sic) LIKELY TO LEAD TO THE DISCOVERY OF ADMISABLE (sic) EVIDENCE". This objection is baseless. Agreements, contracts and licenses relating to the Mark are relevant because, among other reasons, they are likely to evidence the current or planned uses of the Mark; identify parties who possess relevant information or documents; and/or shed light on whether any third parties have ownership interests in the Mark. Not surprisingly, you have not provided any explanation as to why you believe this interrogatory is not likely to lead to the discovery of admissible evidence.



Edward J. Rodriguez Vallejo
October 10, 2014
Page Four

IV. Blassbooks' responses to Facebook's document requests are deficient

Pursuant to Rule 34(b)(2)(B) of the Federal Rules of Civil Procedure, a party responding to a request for production of documents must "either state that inspection and related activities will be permitted as requested or state an objection to the request, including the reasons." Blassbooks has responded to numerous document requests by simply indicating "See attached". Such responses are insufficient because, putting aside that no documents were actually attached to the responses, they do not provide any indication as to whether Blassbooks conducted a reasonable search and will produce documents specifically responsive to each request. Please confirm that for all document requests to which you responded "See attached," Blassbooks has made a reasonable search for responsive documents and intends to produce any non-privileged responsive documents.

In addition, Blassbooks' responses to the following two document requests are entirely inappropriate.

Request for Production No. 5: This request seeks documents sufficient to show prices charged for goods or services offered in connection with the Mark. You answered "Objection irrelevant, not likely to lead to the discovery of admissible evidence." Information concerning the prices of goods or services offered under the Mark is highly relevant in that it bears directly on the issues of (i) the relatedness of the goods and services offered by Blassbook and Facebook under their respective trademarks, and (ii) the degree of care exercised by the typical consumers of those goods and services (both of which are factors to be considered by the Board in determining whether there is a likelihood of confusion).

Request for Production No. 24: This request seeks documents sufficient to show the identities of individuals who have been involved in the marketing of goods and services offered under the Mark. You responded "Facebook ads, Google Ads, etc." This answer obviously is not responsive to the request, and we ask that you confirm that you will conduct a reasonable search and produce documents sufficient to identify persons involved in the marketing of goods and services offered under the Mark.

Finally, we note that Blassbooks has never provided Facebook with initial discovery disclosures. The deadline for initial disclosures expired over three months ago, on July 2, 2014. Please keep in mind that parties are required to make initial disclosures prior to seeking discovery. See 37 CFR 2.120(a)(3). In addition, Facebook's efforts to conduct discovery have been severely prejudiced by Blassbooks' failure to make the requisite disclosures.



Edward J. Rodriguez Vallejo
October 10, 2014
Page Five

I look forward to hearing from you soon regarding your availability to discuss the issues addressed in this letter.

Sincerely,

A handwritten signature in black ink, appearing to read "Peter J. Willsey".

Peter J. Willsey

cc: Brendan J. Hughes

EXHIBIT N

From: Willsey, Peter
Sent: Tuesday, October 14, 2014 8:26 PM
To: Josue Rodriguez
Cc: Givner-Forbes, Rebecca; Hughes, Brendan
Subject: RE: Facebook v. Blassbooks, LLC (BLASSBOOKS.COM) -- letter regarding discovery

Dear Mr. Vallejo --

We sent you a letter on Friday by U.S. mail and by email (see below) regarding your recent responses to Facebook's discovery requests in the BLASSBOOKS.COM opposition. We also sent you a revised draft settlement agreement on September 16. If you are available this week to discuss the settlement agreement and the issues described in the letter sent Friday, please let me know so we can schedule a call.

Best regards,

Peter

Peter J. Willsey

Cooley LLP
1299 Pennsylvania Avenue, NW • Suite 700
(enter from 12th and E Streets)
Washington, DC 20004-2400
Direct: (202) 842-7845 • Fax: (202) 842-7899
Bio: www.cooley.com/pwillsey • Practice: www.cooley.com/trademark

From: Givner-Forbes, Rebecca
Sent: Friday, October 10, 2014 5:51 PM
To: Josue Rodriguez
Cc: Willsey, Peter
Subject: Facebook v. Blassbooks, LLC (BLASSBOOKS.COM) -- letter regarding discovery

Mr. Vallejo,

Please find attached an electronic courtesy copy of correspondence sent to you by U.S. mail today.

Best regards,
Rebecca

Rebecca Givner-Forbes

Cooley LLP
1299 Pennsylvania Avenue, NW • Suite 700
(enter from 12th and E Streets)

Washington, DC 20004-2400

Direct: +1 202 776 2382 • Cell: +1 571 218 9479 • Fax: +1 202 842 7899

Email: rgivnerforbes@cooley.com • www.cooley.com

<< File: #111061688, v1 _NAACTIVE_ - Blassbooks, LLC (BLASSBOOKS.COM) discovery deficiencies letter Oct 10.pdf >>

EXHIBIT O

From: Givner-Forbes, Rebecca <rgivnerforbes@cooley.com>
Sent: Tuesday, November 11, 2014 9:33 PM
To: Josue Rodriguez
Cc: Hughes, Brendan; Willsey, Peter
Subject: Facebook v. Blassbooks, LLC (BLASSBOOKS.COM) / meet & confer summary
Attachments: FB - First Set of RFPs re BLASSBOOKS.PDF; #111061688, v1_NAACTIVE_ - Blassbooks, LLC (BLASSBOOKS.COM) discovery deficiencies letter Oct 10.pdf

Mr. Vallejo,

Further to our meet & confer earlier today to discuss your continuing discovery deficiencies, we are resending Facebook's First Set of Requests for Production (RFPs) and repeating our request that you search for and provide responsive documents to Facebook's RFPs, in particular RFPs Nos. 3, 4, 5, 6, 7, 8, 9, 10, 15, 16, 17, 18, 19, 20, 21, 23, 24, 25, 26, 27, 28, 29, and 30. As we discussed again with you today, you indicated in your written responses to most of Facebook's RFPs that you would attach responsive documents, but did not yet do so. While you said that some of Facebook's RFPs seek documents that do not exist, you indicated during our discussion today that you possess several categories of responsive documents that you have not yet produced. These include the following:

- Communications with vendors that develop, design, and maintain the website used in connection with the BLASSBOOKS.COM mark.
- Communications with vendors that create advertising, such as commercials, for the services you intend to offer under the BLASSBOOKS.COM mark.
- Drafts of logos and different parts of your website.
- Documents concerning your past use of the mark from when your website was functional, including numbers of members, communications with members, dates of membership, and screenshots showing the services offered under the BLASSBOOKS.COM mark.
- Documents concerning your intended services and plans for those services, including the social media features such as user profiles, chat, video chat, and social games you mentioned today.
- Screenshots showing the BLASSBOOKS.COM mark in use on your current website, which you told us has been developed but not yet launched. Alternatively, as you suggested, you could provide us with links to access this website.
- Documents concerning the advertising services you previously offered or intend to offer through your website, including the advertising services that you told us compete directly with Facebook.
- Communications with your brother who is an investor in your business that relate to your business or marketing plans (or are otherwise responsive to Facebook's RFPs).

Moreover, as we mentioned today, the contents of the few documents you have produced thus far indicate the likely existence of additional responsive documents. For example, the document titled "the BlassBooks Business Plan" identifies channels of trade, advertising and promotional plans and partners, and goods and services offered or to be offered under the BLASSBOOKS.COM mark, for which no additional documents have been produced. The BlassBooks Business Plan also identifies four individuals who were involved in your business, or at least planning to be involved with your business, and yet you have produced no communications with any of these people. The BlassBooks Business Plan also refers to money that Blassbooks has raised for this business, but you have not produced any documents or

communications showing your efforts to raise money, except for one proposal to a potential sponsor of a modeling contest.

Your interrogatory responses further suggest the existence of additional documents, including documents that support your claimed date of first use of March 18, 2012, and documents showing use through April 2014, when you say your website was hacked. Also, your written response to RFP No. 24 indicates that you have used Google and Facebook advertising services with respect to marketing your services under the BLASSBOOKS.COM mark, but you have not provided any documents or communications concerning such use.

The foregoing indicates that you have not fulfilled your obligations with respect to RFPs Nos. 3, 4, 6-10, 15-21, 23, 25-30. We also reiterate our request in our October 10 meet & confer letter that you search for and produce responsive documents to RFPs Nos. 5 and 24, to which your written responses were inappropriate for the reasons discussed in that letter. We have attached copies of Facebook's RFPs and October 10 letter to this email. We understand that you intend to cure your deficiencies with respect to Facebook's RFPs by **Thursday, November 13, 2014**. If you do not do so, we will be left with no choice but to move to compel such documents.

We also discussed with you today your responses to Facebook's Interrogatories, which we again requested that you supplement. We understand that you will not do so. Accordingly, we will move to compel such responses.

Best regards,
Rebecca

Rebecca Givner-Forbes

Cooley LLP
1299 Pennsylvania Avenue, NW • Suite 700
(enter from 12th and E Streets)
Washington, DC 20004-2400
Direct: +1 202 776 2382 • Cell: +1 571 218 9479 • Fax: +1 202 842 7899
Email: rgivnerforbes@cooley.com • www.cooley.com

This email message is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply email and destroy all copies of the original message. If you are the intended recipient, please be advised that the content of this message is subject to access, review and disclosure by the sender's Email System Administrator.

CERTIFICATE OF SERVICE

I hereby certify that on the date indicated below, a true and correct copy of the foregoing **DECLARATION OF REBECCA GIVNER-FORBES IN SUPPORT OF FACEBOOK, INC.'S MOTION TO COMPEL DISCOVERY AND FOR AN EXTENSION OF DEADLINES** was sent via First Class Mail, postage prepaid to Applicant's address of record at:

Edward J. Rodriguez Vallejo
Blassbooks, LLC
605 W Flagler Street
Miami, Florida 33130

A courtesy copy was also sent by email to Applicant's email address at jrv900@gmail.com.

Date: November 25, 2014

By: /Rebecca Givner-Forbes/
Rebecca Givner-Forbes
COOLEY LLP
1299 Pennsylvania Ave., NW
Suite 700
Washington, D.C. 20004
Tel: (202) 842-7800
Email: rgivnerforbes@cooley.com

Counsel for Opposer Facebook, Inc.