

ESTTA Tracking number: **ESTTA752053**

Filing date: **06/13/2016**

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

Proceeding	91216824
Party	Defendant The Buckingham Research Group, Incorporated
Correspondence Address	MEREDITH D PIKSER REED SMITH LLP 599 LEXINGTON AVE FL 26 NEW YORK, NY 10022-7684 UNITED STATES mpikser@reedsmith.com
Submission	Other Motions/Papers
Filer's Name	Meredith D. Pikser
Filer's e-mail	mpikser@reedsmith.com
Signature	/Meredith D. Pikser/
Date	06/13/2016
Attachments	Buckingham- Motion to Join Assignee.pdf(228367 bytes)

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

In the Matter of Application Serial Nos. 86/005,628, 86/005577, 86/005,612 and 86/005,534
For the Marks: BCM BUCKINGHAM CAPITAL MANAGEMENT & Design, BRG THE
BUCKINGHAM RESEARCH GROUP & Design, BUCKINGHAM CAPITAL
MANAGEMENT and BUCKINGHAM RESEARCH GROUP
Published in the Official Gazette on December 17, 2013, December 24, 2013, December 10,
2013 and December 3, 2013

-----X
Buckingham Asset Management LLC, : Opposition No. 91216824
: :
Opposer : :
: :
-against- : :
: :
The Buckingham Research Group, Incorporated, : :
Applicant : :
-----X

Applicant's Motion to Join Assignee

Applicant, The Buckingham Research Group Incorporated ("Applicant"), by and through
its attorneys, Reed Smith LLP, hereby moves to join Buckingham Capital Management, Inc.
("Assignee") as an Applicant in this proceeding pursuant to TBMP 512.01.

As set forth in Section 512.01 of the Trademark Manual of Procedure,

When there has been an assignment of a mark that is the subject of, or relied upon
in, an inter partes proceeding before the Board, the assignee may be joined or
substituted, as may be appropriate, upon motion granted by the Board, or upon the
Board's own initiative.

If the mark in an application or registration which is the subject matter of an inter
partes proceeding before the Board is assigned, together with the application or
registration, the assignee may be joined as a party (as a party defendant, in the
case of an opposition or cancellation proceeding; or as a junior or senior party, as

the case may be, in an interference or concurrent use proceeding) upon the filing with the Board of a copy of the assignment.

On or about June 2, 2014, Opposer filed its Notice of Opposition to Oppose Application Serial Nos. 86/005,628, 86/005577, 86/005,612 and 86/005,534, filed by Applicant to register the marks BCM BUCKINGHAM CAPITAL MANAGEMENT & Design, BRG THE BUCKINGHAM RESEARCH GROUP & Design, BUCKINGHAM CAPITAL MANAGEMENT and BUCKINGHAM RESEARCH GROUP. Applicant is simultaneously filing its Answer to the Notice of Opposition with the subject motion.

On June 9, 2016, Applicant assigned all its rights in the marks BCM BUCKINGHAM CAPITAL MANAGEMENT & Design, Serial No. 86005628 and BUCKINGHAM CAPITAL MANAGEMENT, Serial No. 86005612 to Buckingham Capital Management, Inc.¹ A true and correct copy of the Assignment of Trademarks is attached hereto at Exhibit A. A copy of the assignment was duly recorded at the Trademark Office on June 9, 2016. A true and correct copy of the Assignment Confirmation Receipt is attached hereto at Exhibit B (a Notice of Recordation of Assignment Document has yet to issue).

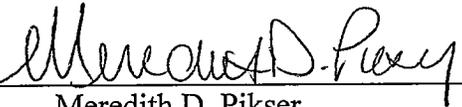
¹ The applications for the marks BRG THE BUCKINGHAM RESEARCH GROUP & Design, Serial No. 86005577 and BUCKINGHAM RESEARCH GROUP, Serial No. 86005534 remain in the name of The Buckingham Research Group, Incorporated.

Accordingly, pursuant to TBMP 512.01, Applicant respectfully submits that Assignee should be joined as an Applicant in this proceeding.

Dated: New York, New York
June 13, 2016

Respectfully submitted,

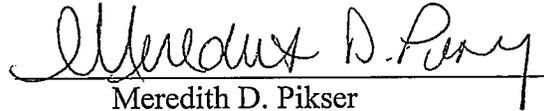
REED SMITH LLP

By  _____

Meredith D. Pikser
Attorney for Applicant
599 Lexington Avenue
New York, New York 10022
212-521-5400

Certificate of Service

I hereby certify that a copy of the foregoing Applicant's Motion to Join Assignee was mailed first-class mail postage prepaid to Husch Blackwell LLP, to the attention of Arkadia DeLay Olson, Esq., 190 Carondelet Plaza, Suite 600, St. Louis, MO 63108, attorneys for Opposer this 13th day of June 2016.

A handwritten signature in cursive script, reading "Meredith D. Pikser", written over a horizontal line.

Meredith D. Pikser
Attorney for Applicant

EXHIBIT A

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "IP Assignment") is made and entered into as of this 7th day of June, 2016 by and between The Buckingham Research Group, Incorporated, a Delaware corporation ("Assignor"), and Buckingham Capital Management, Inc., a Delaware corporation ("Assignee").

WHEREAS, Assignor is the sole owner of certain trademark applications and the goodwill appurtenant thereto listed on Exhibit A attached hereto (the "Intellectual Property");

WHEREAS, Assignor desires to convey, transfer, assign and deliver to Assignee all right, title, and interest in and to the Intellectual Property, along with the business to which the Intellectual Property pertains including, without limitation, the right to sue for past, present and future infringement thereof; and

WHEREAS, Assignee desires to acquire all right, title and interest in and to the Intellectual Property and the business to which the Intellectual Property pertains.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Assignor hereby conveys, transfers, assigns and delivers to Assignee all of Assignor's right, title and interest in and to the Intellectual Property including, without limitation, the goodwill appurtenant thereto and the business to which the Intellectual Property pertains and the right to sue for past, present and future infringement thereof.

2. Ownership. Assignor represents and warrants that: it is the owner of the entire right, title, and interest in and to the Intellectual Property; it has the right and power to assign ownership of the Intellectual Property; there are no other agreements with any other party in conflict with such assignment; and it knows of no third parties with prior rights that may threaten or otherwise validly challenge the rights assigned herein to the Intellectual Property.

3. Recordation. Assignor authorizes the Commissioner for Trademarks of the United States Patent and Trademark Office and any other empowered governmental official in the United States and in relevant jurisdictions outside the United States to record and register this IP Assignment.

4. Further Assurances. From time to time, as and when requested by any party hereto, each other party shall execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, all such other documents and instruments and take, or cause to be taken, all such other actions as are reasonably necessary to evidence and effectuate the transactions contemplated by this IP Assignment.

5. Successors and Assigns. This IP Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

6. Counterparts. This IP Assignment may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same instrument.

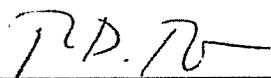
7. Modification and Waiver. None of the provisions of this IP Assignment may be waived, changed or altered except in a writing executed by each of the parties hereto.

8. Governing Law. This IP Assignment shall be governed by and construed in accordance with the laws of the State of New York applicable to contracts executed and performed entirely within the State, without regard to the conflicts of laws rules thereof. Each of the Parties irrevocably and unconditionally submits to the exclusive jurisdiction of the United States District Court for the Southern District of New York or any New York State court for the purposes of enforcing this Agreement.

[SIGNATURE PAGE FOLLOWS]

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

**THE BUCKINGHAM RESEARCH
GROUP, INCORPORATED**

By: 
Name: *Peter D. Goldstein*
Title: *Chief Legal Officer*

**BUCKINGHAM CAPITAL
MANAGEMENT, INC.**

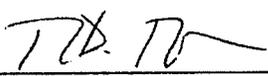
By: 
Name: *Peter D. Goldstein*
Title: *General Counsel*

EXHIBIT A

ASSIGNED INTELLECTUAL PROPERTY

TRADEMARKS

Trademark	Country	Status	App. No.	App. Date	Owner
BUCKINGHAM CAPITAL MANAGEMENT	United States	Pending	86005612	July 9, 2013	The Buckingham Research Group
 BUCKINGHAM CAPITAL MANAGEMENT	United States	Pending	86005628	July 9, 2013	The Buckingham Research Group

EXHIBIT B

Pikser, Meredith D.

From: etas-server@uspto.gov
Sent: Thursday, June 09, 2016 5:21 PM
To: Pikser, Meredith D.
Subject: Assignment confirmation receipt ID:TM387325
Attachments: EASTM387325.html

ELECTRONIC TRADEMARK ASSIGNMENT SYSTEM (ETAS) CONFIRMATION RECEIPT

The USPTO has received a Trademark Assignment submitted through the Electronic Trademark Assignment System (ETAS). This is the only acknowledgement of receipt that will be transmitted for this ETAS submission. The submission may not be recalled.

After review by Assignment Recordation Branch personnel, a Notice of Recordation/Non-Recordation will be returned via e-mail. USPTO will send the notice to the e-mail address provided in the submission; e-mail failures will be delivered via US Postal Service to the Correspondence Address provided in the submission.

If a communication from the Assignment Services Division has not been received within 60 days of your confirmation receipt contact the Assignment Services Division Customer Service Desk at 571-272-3350 or send an e-mail to etas@uspto.gov.

If you have a technical question, comment or concern about your ETAS submission call 571-272-3350 during business hours or e-mail to etas@uspto.gov. Please have your ETAS receipt ID which is 'EASTM387325' available when calling or writing for assistance.

A printable version of the Confirmation Receipt is attached to this e-mail.

Electronic Assignment Server at <https://etas.uspto.gov>

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Buckingham Research Group, Incorporated		06/09/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Buckingham Capital Management, Inc.		
Street Address:	485 Lexington Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	86005612	BUCKINGHAM CAPITAL MANAGEMENT	
Serial Number:	86005628	BCM BUCKINGHAM CAPITAL MANAGEMENT	
CORRESPONDENCE DATA			
Fax Number:	2125215450		
Phone:	212-521-5400		
Email:	mpikser@reedsmith.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Meredith D. Pikser		
Address Line 1:	599 Lexington Avenue		
Address Line 4:	New York, NEW YORK 10022		
NAME OF SUBMITTER:	Meredith D. Pikser		
Signature:	/Meredith D. Pikser/		
Date:	06/09/2016		

Total Attachments: 4

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RECEIPT INFORMATION

ETAS ID:	TM387325
Receipt Date:	06/09/2016
Fee Amount:	\$65