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

Proceeding	91218431
Party	Defendant IGT
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**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**

DOUBLE DOWN, INC., Opposer, v. IGT, Applicant.	Opposition No.: 91218431 (Parent) Mark: DOUBLE DOWN STUD Serial. No.: 86/244,094
DOUBLE DOWN, INC., Petitioner, v. IGT, Registrant.	Cancellation No.: 92059996 Mark: DOUBLEDOWN CASINO Reg. No.: 3,885,409
IGT, Petitioner, v. DOUBLE DOWN, INC., Registrant.	Cancellation No.: 92060105 Mark: DOUBLE DOWN SALOON Reg. No.: 3,754,434

IGT’S MOTION FOR SUMMARY JUDGMENT

Pursuant to Federal Rule of Civil Procedure 56 and T.B.M.P. § 528, IGT moves for summary judgment that Double Down, Inc.’s Petition for Cancellation of DOUBLEDOWN CASINO (“Petition”) is barred by the doctrine of laches.¹ As demonstrated below, there are no

¹ IGT is moving only for summary judgment as to Cancellation No. 92059996 at this time. IGT reserves all rights concerning Opposition No. 91218431 and Cancellation No. 92060105.

genuine issues of material fact, and summary judgment should be entered in IGT's favor as to Cancellation No. 92059996.

I. INTRODUCTION

Double Down, Inc. ("DDI") seeks cancellation of IGT's DOUBLEDOWN CASINO Mark after holding silent for nearly four years, during which DDI had both constructive notice and actual knowledge of IGT's and its predecessors' use and registration of the DOUBLEDOWN CASINO Mark. Indeed, DDI admits that it stood idly by with full knowledge of IGT's investments in and expansion of the DOUBLEDOWN CASINO brand, which IGT has grown into the top-grossing online social casino game title, generating more than \$293 million in revenue in 2014 alone. Yet now DDI seeks to cancel IGT's DOUBLEDOWN CASINO Mark on grounds of confusion because IGT's mark is blocking DDI's newly filed application to register DOUBLE DOWN for casino services. But the undisputed facts show that DDI's petition to cancel should be denied because the doctrine of laches bars DDI's likelihood of confusion claim and because DDI has not alleged, and cannot prove, inevitable confusion.

II. UNDISPUTED FACTS

A. IGT and Its Mark

IGT is a gaming company that, among other things, designs, manufactures, and sells gaming machines, technology, infrastructure, and applications for gaming and casino management. (Declaration of Joe Sigrist ("Sigrist Decl."), ¶ 3.)

Since at least as early as June 8, 1992, IGT and its predecessors have used the trademark DOUBLE DOWN STUD for casino game machines. (Sigrist Decl., ¶ 4.) IGT also owns an incontestable federal trademark registration for DOUBLE DOWN STUD (Reg. No. 1,853,518) for "money-operated game machines" in International Class 9. (*Id.*; Declaration of Hope Hamilton ("Hamilton Decl."), ¶¶ 2, 3 & Exs. 1, 2.)

In January 2010, IGT's predecessor-in-interest, Pickjam LLC, first began using the DOUBLEDOWN CASINO mark to offer free social online games. (Sigrist Decl., ¶ 6.) On December 7, 2010, Pickjam LLC received a federal trademark registration for DOUBLEDOWN CASINO (Reg. No. 3,885,409) for "entertainment services, namely, providing an on-line computer game" in International Class 41 ("DOUBLEDOWN CASINO Mark"). (Hamilton Decl., ¶¶ 4, 5, 6 & Exs. 3, 4, 5.) Through a series of assignments, IGT acquired all rights, interest, title to, and goodwill in, the DOUBLEDOWN CASINO Mark and services. (Sigrist Decl., ¶ 6; Hamilton Decl., Ex. 6.)

Since at least as early as January 2010, IGT and its predecessors have continuously used the DOUBLEDOWN CASINO Mark to offer a free online social gaming service. (Sigrist Decl., ¶ 7.) Players can access DOUBLEDOWN CASINO games through the DOUBLEDOWN CASINO website (<http://www.doubledowncasino.com>), third-party websites, social networking websites such as Facebook, and mobile device applications. (*Id.*)

DOUBLEDOWN CASINO players can choose from a variety of free games, including bingo, blackjack and other card games, roulette, video poker, and slots. (*Id.* ¶ 8.) Players do not and cannot wager or win real money or prizes. (*Id.*) Rather, players begin with a bank of free non-transferable and non-refundable virtual chips, which they wager to earn additional virtual chips. Additional free virtual chips are provided on a daily basis. (*Id.*) If a player depletes the bank of virtual chips, the player may also elect to purchase additional virtual chips. (*Id.*) IGT generates revenue from player purchases of virtual chips. (*Id.* ¶ 9.)

DOUBLEDOWN CASINO social games are offered solely in the online and mobile device space. (*Id.* ¶ 10.) DOUBLEDOWN CASINO social games are not offered in physical,

land-based casinos. Neither are they subject to regulatory oversight, licensing, or other controls that govern traditional land-based casino services or online gambling for real money. (*Id.*)

From 2010 through 2014, IGT and its predecessors invested over \$60 million to develop the DOUBLEDOWN CASINO Mark and the corresponding online social gaming services provided under that Mark. (*Id.* ¶ 11.) Since January 2012, IGT has spent over \$100 million solely on marketing and promoting the brand. (*Id.*) In 2015, IGT expects to spend more than \$50 million in further marketing and promoting the brand. (*Id.*)

IGT's investment has driven significant growth. (*Id.* ¶ 12.) For example, in December 2010, the month the Mark was registered, DOUBLEDOWN CASINO had on average 125,000 users per day. (*Id.*) By December 2014 that number had grown to 1.8 million users daily. (*Id.*) Likewise, the number of installs of its mobile applications went from 1.2 million in 2010 to over 16 million in 2014. (*Id.*)

Revenue growth has been similarly exponential. In the last quarter of 2010, revenue from DOUBLEDOWN CASINO was just under a million dollars. Revenue steadily increased each year thereafter, surpassing \$293 million in 2014. (*Id.* ¶ 13.) Revenue for the first quarter of 2015 was over \$80 million, and DOUBLEDOWN CASINO is expected to meet or exceed projected annual industry growth of between 11% and 23% for the next three years. (*Id.*) DOUBLEDOWN CASINO is now the top-grossing online social casino game title, outpacing competing programs from other industry leaders such as Caesars Interactive Entertainment, Zynga, and Sony. (*Id.* ¶ 14.)

As a result of IGT's and its predecessors' significant investment in the DOUBLEDOWN CASINO Mark and services, the DOUBLEDOWN CASINO Mark has acquired substantial recognition and goodwill. (*Id.* ¶ 15.) For example, in a recent survey testing for consumer

recognition of brand awareness, 32% of U.S. online gamers were aware of DOUBLEDOWN CASINO. (*Id.*) Indeed, DOUBLEDOWN CASINO has become one of IGT's most important business assets, and loss of registration would immediately devalue the brand and related business. (*Id.* ¶¶ 16-17.) IGT will suffer substantial and irreparable harm if its DOUBLEDOWN CASINO Mark is cancelled. (*Id.* ¶ 17.)

B. DDI and Its Mark

DDI owns and operates the Double Down Saloon in Las Vegas, Nevada. (Petition, ¶ 1.) According to DDI, the Double Down Saloon in Las Vegas offers, among other things, casino services, bar and restaurant services, and live entertainment services. (*Id.* ¶¶ 1-2.) DDI's "casino services" consist of "up to fifteen video poker machines" that are maintained by a third party operator. (Hamilton Decl., Ex. 7, at 5, 19 (Answers to Interrogatory Nos. 3 and 22).) Although DDI has a website advertising its business (<http://www.doubledownsaloon.com>), DDI has never offered online games on its website. (*See* Hamilton Decl. ¶ 10 and Ex. 7, at 4, 6, 12-13) (Answer to Interrogatory Nos. 2, 4, and 11).)

DDI is listed as the owner of three federal registrations that are at issue in the Petition: (i) DOUBLE DOWN SALOON (Reg. No. 3,085,525) issued on April 25, 2006, which covers "restaurant and tavern services" in International Class 43; (ii) DOUBLE DOWN SALOON (Reg. No. 3,754,434) issued on March 2, 2010, which covers "entertainment in the nature of casino services and live performances by musicians and musical groups" in International Class 41; and (iii) DOUBLE DOWN (Reg. No. 4,613,372) issued on September 30, 2014,² which covers "bar services; cocktail lounge services; tavern services" in International Class 43. (Petition, ¶¶ 7-8.)

DDI has also admitted that it knew of the disputed DOUBLEDOWN CASINO Mark and the social computer games provided under that mark "[s]ometime between 2010 and 2011."

² This DOUBLE DOWN mark matured to registration after DDI filed its Petition.

(Hamilton Decl., Ex. 7, at 11 (Answer to Interrogatory No. 10).) DDI also knew that IGT acquired DoubleDown Interactive, LLC, the owner of the DOUBLEDOWN CASINO Mark, in January 2012. (*Id.*) Since then, DDI has followed IGT press releases and business announcements concerning the DOUBLEDOWN CASINO brand, and its expansion from a Facebook application to Internet-based games hosted on the DOUBLEDOWN CASINO website and through numerous third-party casino websites. (*Id.*)

Despite its constructive notice and actual knowledge of the DOUBLEDOWN CASINO Mark since 2010, DDI stayed quiet for almost four years, until filing its Petition on September 18, 2014. Indeed, in its Petition, DDI acknowledges that it sought cancellation only after its pending application for DOUBLE DOWN (Ser. No. 86/205,273) covering, in part, “[e]ntertainment services, in the nature of casino services” in International Class 41 was initially refused registration as likely to be confused with IGT’s DOUBLEDOWN CASINO Mark.³ (Petition, ¶¶ 18-19.) DDI has not alleged that it is aware of any actual confusion; and, DDI has not produced any evidence of actual confusion in the course of discovery, notwithstanding numerous discovery requests demanding any such evidence.⁴

DDI has not challenged IGT’s rights in its DOUBLE DOWN STUD Mark for casino gaming machines, and DDI admits that it “does not assert rights” in DOUBLE DOWN “for use

³ DDI’s DOUBLE DOWN application has been suspended pending the outcome of the Petition for Cancellation that is the subject of this motion.

⁴ Since filing its Petition, DDI asserted in response to one interrogatory that “[s]everal bartenders at Double Down LV have been approached numerous times regarding whether there is any affiliation between Double Down’s services and the services IGT offers under the DOUBLEDOWN CASINO mark.” (Hamilton Decl., Ex. 7, at 10 (Answer to Interrogatory No. 9).) However, DDI has failed to respond to IGT’s numerous requests for DDI to substantiate this response with crucial information, including the identities of any persons with knowledge of these alleged encounters, and the approximate dates of these encounters. (*Id.* ¶ 11.)

in connection with money-operated game machines.” (Hamilton Decl. ¶ 8, Ex. 7 at 13 (Answer to Interrogatory No. 11).)

III. ARGUMENT

Summary judgment should be granted where there are no genuine disputes as to any material fact, and the moving party is entitled to judgment as a matter of law. Fed. R. Civ. P. 56; *Anderson v. Liberty Lobby, Inc.*, 477 U.S. 242, 247-48 (1986). Summary judgment is appropriate in this case because, even though discovery has yet to close, there are no disputes regarding the relevant material facts, which show that DDI’s Petition is barred as a matter of law by the doctrine of laches, and because DDI has not alleged and cannot prove inevitable confusion.

A. DDI’s Petition is Barred by Laches.

The affirmative defense of laches is available for likelihood of confusion claims. 15 U.S.C. § 1069; *Ava Ruha Corp. DBA Mother’s Mkt. & Kitchen v. Mother’s Nutritional Center, Inc.*, 113 U.S.P.Q.2d 1575, 1580 (T.T.A.B. 2015) (hereinafter “*Mother’s*”). To prevail on a laches defense, IGT must show “that there was undue or unreasonable delay by [DDI] in asserting its rights, and prejudice to [IGT] resulting from the delay.” *Bridgestone/Firestone Research Inc. v. Automobile Club de l’Ouest de la France*, 245 F.3d 1359, 1361 (Fed. Cir. 2001).

As shown below, there is no genuine dispute of material fact as to either element. IGT is thus entitled to summary judgment in its favor as a matter of law.

1. DDI’s Nearly Four Year Delay Was Unreasonable.

DDI’s delay of nearly four years before petitioning to cancel the DOUBLEDOWN CASINO Mark is unreasonable.

For purposes of laches, delay is measured from “the time when a petitioner first has notice of a defendant and its mark and the time when petitioner files the petition for

cancellation.” *Mother’s*, 113 U.S.P.Q.2d at 1580. A petitioner has the required notice on the date of registration of the mark. *Id.* (“In the absence of actual knowledge [of trademark use] prior to the close of the opposition period, the date of registration is the operative date for laches,” as it provides constructive notice to petitioner of the registrant’s claim of ownership.) (*quoting Teledyne Tech.*, 78 U.S.P.Q.2d at 1210 n.10) (modification in original).

Here, DDI had constructive notice as of December 7, 2010, the date the DOUBLEDOWN CASINO Mark was registered. Yet DDI did not file its Petition until September 18, 2014. Thus, there is no genuine dispute that DDI has delayed, at a minimum, over three years and nine months.

DDI’s nearly four year delay easily supports a laches defense. Indeed, the Board has repeatedly held laches applicable in cases with similar or even shorter periods of delay. *See, e.g., Mother’s*, 113 U.S.P.Q.2d at 1583 (finding laches based on three years and two months of delay); *Teledyne Tech.*, 78 U.S.P.Q.2d at 1203 (finding laches based on three years and eight months of delay); *Bigfoot 4x4 Inc. v. Bear Foot Inc.*, 5 U.S.P.Q.2d 1444, 1448-49 (T.T.A.B. 1987) (finding “an almost classic example of laches and/or acquiescence” based on a two and a half year delay); *Trans Union Corp. v. Trans Leasing Int’l, Inc.*, 200 U.S.P.Q. 748, 756 (T.T.A.B. 1978) (finding laches based on two and half years of delay).

Further, DDI cannot justify its delay. By its own admissions, DDI’s actual knowledge of IGT’s Mark goes back several years:

- IGT knew about IGT’s Mark “[s]ometime between 2010 and 2011.” (Hamilton Decl., Ex. 7 at 11 (Answer to Interrogatory No. 10).)
- “[I]n January 2012, [DDI] learned that IGT had acquired” DoubleDown Interactive, LLC, then owner of the DOUBLEDOWN CASINO Mark. (*Id.*)

- In September 2013, DDI tracked announcements of IGT’s “expansion of the DOUBLEDOWN CASINO brand.” (*Id.*)

Yet DDI did nothing. For nearly four years—while IGT acquired, invested in, and grew the DOUBLEDOWN CASINO Mark and brand into a leading online casino title that generated nearly \$300 million in revenue in 2014 (*see infra* at Section II.A.)—DDI appeared content to coexist. Indeed, it was not until DDI’s new application for DOUBLE DOWN (standing alone, without SALOON) for casino services (Ser. No. 86/205,284) received an initial Section 2(d) likelihood of confusion refusal that DDI petitioned to cancel IGT’s established DOUBLEDOWN CASINO Mark.⁵ (Petition, at ¶¶ 8,10.)

DDI’s nearly four year delay, being done with constructive and actual knowledge of the DOUBLEDOWN CASINO Mark and ending only when DDI’s DOUBLE DOWN application for casino services was initially refused, cannot be disputed. As a matter of law, such delay is unreasonable.

2. DDI’s Delay Prejudiced IGT.

After nearly four years of enormous investment in and expansion of the DOUBLEDOWN CASINO Mark and brand, IGT is be substantially prejudiced and harmed by DDI’s Petition.

“[P]rejudice occurs where [the] senior user takes action after the junior user builds up its business and goodwill around [the] mark.” *Mother’s*, 113 U.S.P.Q.2d at 1583 (characterizing the holding of *Trans Union*, 200 U.S.P.Q. at 756); *see also id.* (“The question is whether there has been ‘a change in the economic position . . . during the delay.’”) (quoting *A.C. Aukerman Co. v.*

⁵ It is also curious that, despite DDI’s own allegations that it was “continuously discussing and considering plans for future expansion of the Double Down brand, including, but not limited to, . . . offering on-line gaming to its customers via its existing website,” DDI did not object to the DOUBLEDOWN CASINO Mark until its DOUBLE DOWN application was initially refused. (Hamilton Decl., ¶ 8, Ex. 7 at 14 (Answer to Interrogatory No. 13).)

R.L. Chaides Constr. Co., 960 F.2d 1020, 1033 (Fed. Cir. 1992) (en banc)); *Teledyne Tech.*, 78 U.S.P.Q.2d at 1211 (“Economic prejudice arises from investment in and development of the trademark, and the continued commercial use and economic promotion of a mark over a prolonged period adds weight to the evidence of prejudice.”).

The undisputed facts show that during DDI’s unreasonable delay, IGT and its predecessors continued to use, invest in, and promote the DOUBLEDOWN CASINO Mark and online social gaming business. Indeed, during DDI’s delay, over \$60 million was invested developing the DOUBLEDOWN CASINO Mark and the corresponding online social gaming services provided under that Mark; and over \$100 million has been invested solely in marketing and promoting the brand. (Sigrist Decl., ¶ 11.) These investments have paid off: DOUBLEDOWN CASINO is now recognized as the top-grossing online social casino game title, with 1.8 million users per day, 16 million mobile application installations per year, and revenue of over \$293 million in 2014. (*Id.* ¶¶ 12-13.) Moreover, IGT plans to invest approximately \$50 million in further marketing and promotion in 2015 (*Id.* ¶ 11), and it expects that DOUBLEDOWN CASINO will meet or exceed projected annual industry growth of between 11% and 23% for the next three years. (*Id.* ¶ 13.)

It is indisputable that “[IGT] changed its economic position during the period of [DDI’s] delay by [IGT’s] continued use, promotion, and development of its [DOUBLEDOWN CASINO Mark].” *Mother’s*, 113 U.S.P.Q.2d at 1583. It would be inequitable to now let DDI, which has sat on the sidelines for almost four years, swoop in and appropriate or destroy the tremendous value built up in the Mark. The undisputed facts show that IGT “would be subject to economic prejudice if its registration[] were to be cancelled at this point in time.” (*Id.*)

Because DDI's delay was both unreasonable and prejudicial to IGT, the doctrine of laches bars DDI's Petition.

B. Confusion Between the Parties' Marks is Not Inevitable.

Although the Board recently noted in *Ava Ruha Corp. DBA Mother's Mkt. & Kitchen v. Mother's Nutritional Center, Inc.*, 113 U.S.P.Q.2d 1575, 1584 (T.T.A.B. 2015), that laches may not bar cancellation where confusion is inevitable,⁶ DDI cannot escape summary judgment on this ground because DDI has not alleged and, as a matter of law, cannot prove that confusion is inevitable. *See Franz Volkl Ohg v. Volkl & Co. Kg.*, 173 U.S.P.Q. 765, 768 (T.T.A.B. 1972) (resolving issue of inevitable confusion on summary judgment).

The touchstones of inevitable confusion are the similarity of the marks and of the goods or services provided under each. *See, e.g., Teledyne Tech.*, 78 U.S.P.Q.2d at 1212 (T.T.A.B. 2006); *Reflange Inc. v. R-Con Int'l*, 17 U.S.P.Q.2d 1125, 1131 (T.T.A.B. 1990) (citing *Coach House Restaurant Inc. v. Coach & Six Restaurants Inc.*, 223 U.S.P.Q. 176, 178 (T.T.A.B. 1984)). In this context, the similarity requirement is a high bar. It is not enough that the marks "closely resemble" each other; there must be near identity. *See, e.g., Christian Broad. Network, Inc. v. ABS-CBM Int'l*, 84 U.S.P.Q.2d 1560, 1574 (T.T.A.B. 2007) (finding no inevitable confusion where "services [were] virtually identical" but marks only "closely resemble[d]" each other). Likewise, it is not enough that the goods and services may be "commercially related"; they must be the "same or substantially the same." *See, e.g., Teledyne*, 78 U.S.P.Q.2d at 1212 (finding no

⁶ To show that confusion is inevitable, DDI must produce evidence which is "an increment higher than that required for a finding of likelihood of confusion." *Turner v. Hops Grill & Bar, Inc.*, 52 U.S.P.Q.2d 1310, 1313 n.6 (quoting *Coach House Rest., Inc. v. Coach & Six Restaurants, Inc.*, 934 F.2d 1551, 1564 (11th Cir. 1991)). Confusion cannot be inevitable if "the question of likelihood of confusion . . . is at least a reasonably debatable one." *Trans Union Corp.*, 200 U.S.P.Q. at 755, 757.

inevitable confusion where “the marks are identical,” but the goods “are not ‘the same or substantially the same.’”).

Here, as a matter of law, confusion is not inevitable because neither the marks nor the services provided are identical or nearly so.

As to the marks, DOUBLEDOWN CASINO is not identical or nearly so to DDI’s registered DOUBLE DOWN SALOON or DOUBLE DOWN marks. Importantly, “it is the mark, as a whole, that creates the impression engendered by the mark.” *States Steamship Co. v. States Marine Int’l, Inc.* 183 U.S.P.Q. 561, 567 (T.T.A.B. 1974). The presence or absence of certain terms, and the presence of different disclaimed terms, weigh strongly against inevitable confusion. *See id.* (concluding that even though the marks were used in the identical industry, likelihood of confusion was “reasonably debatable,” and thus not inevitable, due in part to the disclaimed portion of the mark).

Here, IGT’s mark contains the unitary term DOUBLEDOWN, whereas DDI opted for two separate words, DOUBLE DOWN. IGT’s mark also contains “CASINO,” while two of DDI’s asserted registrations contain “SALOON,” and its other asserted mark is merely DOUBLE DOWN. These differences are significant, particularly in light of the fact that DDI does not object to IGT’s coexisting registered DOUBLE DOWN STUD mark for goods in the same industry as DDI’s casino services—namely, “money-operated gaming machines,” which are played in brick and mortar casinos. *See id.* (coexistence of other similar marks in the same industry supports conclusion that likelihood of confusion is “reasonably debatable;” thereby preventing a finding of “inevitable confusion”). Additional discovery will not change these facts.

Just as the marks are not identical or nearly so, neither are the services provided under the marks. Indeed, the differences in the services provided under these marks are profound. And even if DDI were to argue that the services are commercially related, this would not be enough to show inevitable confusion. *See Teledyne*, 78 U.S.P.Q.2d at 1212 (finding “aircraft engines” and “airplane parts, namely ignition harnesses” commercially related, but “hardly identical” and “not the same or substantially the same” as required for inevitable confusion) (internal quotations omitted).

Here, DOUBLEDOWN CASINO covers “entertainment services, namely, providing an on-line computer game” in International Class 41. (Hamilton Decl., Ex. 3.) On the other hand, DDI’s registered marks cover entirely different brick and mortar “restaurant and tavern services” and “bar services; cocktail lounge services; tavern services” in International Class 43 (Petition ¶¶ 7, 8 (Reg. Nos. 3,085,525 and 4,613,372)) and “entertainment in the nature of casino services and live performances by musicians and musical groups” in International Class 41 (*id.* ¶ 8 (Reg. No. 3,754,434)). Additional discovery will not change the plain differences in the language of these registrations, nor will it change the fact that the actual services provided by IGT and DDI are not identical or nearly so. DOUBLEDOWN CASINO is a free social gaming service offered solely in the online and mobile device space. (Sigrist Decl., ¶ 10.) Players do not and cannot wager or win real money or prizes, and DOUBLEDOWN CASINO is not subject to casino regulations. (*Id.*) DDI, on the other hand, provides brick and mortar restaurant and bar services, featuring up to 15 casino wager gaming machines and live music. (Hamilton Decl., Ex. 7, at 5, 19 (Answers to Interrogatory Nos. 3 and 22).) The services provided under the marks are not identical or nearly so.

As a matter of law, confusion is not inevitable and summary judgment is warranted.

IV. CONCLUSION

The undisputed facts establish that DDI unreasonably delayed for nearly four years before bringing this action and that DDI's delay prejudiced IGT. DDI's petition for cancellation is therefore barred by laches. Further, as a matter of law, confusion is not inevitable. Accordingly, summary judgment should be entered in IGT's favor on DDI's Petition for Cancellation of IGT's DOUBLEDOWN CASINO Mark.

July 10, 2015

Respectfully submitted,

s/ Hope Hamilton

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CERTIFICATE OF SERVICE

The undersigned certifies that on July 10, 2015, I caused to be served a true and correct copy of the forgoing Motion for Summary Judgment and the supporting Declarations of Joe Sigrist and Hope Hamilton in the manner indicated below to the following attorneys of record:

- | | |
|-------------------------------------|----------------------------|
| <input checked="" type="checkbox"/> | U.S. Mail, postage prepaid |
| <input type="checkbox"/> | Hand Delivery |
| <input type="checkbox"/> | Fax |
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**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**

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**DECLARATION OF JOE SIGRIST IN SUPPORT OF IGT'S MOTION FOR
SUMMARY JUDGMENT**

I, Joe Sigrist, make the following Declaration under penalty of perjury:

1. I am the Senior Vice President & General Manager at DoubleDown Interactive, LLC and I have personal knowledge of the matters set forth in this declaration.

2. Before assuming the title Senior Vice President & General Manager at DoubleDown Interactive, LLC early this year, I was employed directly by IGT as Senior Vice President, Global Product Development & Operations (2013 to 2015) and Vice President, Product Management (2012 to 2013).

3. IGT is a gaming company that, among other things, designs, manufactures, and sells gaming machines, technology, infrastructure, and applications for gaming and casino management.

4. Since at least as early as June 8, 1992, IGT and its predecessors have used the trademark DOUBLE DOWN STUD for casino game machines. IGT also owns an incontestable federal trademark registration for DOUBLE DOWN STUD (Reg. No. 1,853,518) for “money-operated game machines” in International Class 9.

5. DoubleDown Interactive, LLC is a wholly owned subsidiary of IGT, which was acquired by IGT in January 2012. DoubleDown Interactive, LLC is responsible for the day-to-day operations and management of IGT’s DOUBLEDOWN CASINO social gaming property.

6. In January 2010, IGT’s and DoubleDown Interactive, LLC’s predecessor, Pickjam LLC, first began using the DOUBLEDOWN CASINO mark to offer free social online games. Pickjam LLC received a federal trademark registration for the DOUBLEDOWN CASINO Mark (Reg. No. 3,885,409) on December 7, 2010. Through a series of assignments, on October 11, 2011, DoubleDown Interactive, LLC acquired all rights, interest, title to, and goodwill in, the DOUBLEDOWN CASINO Mark; and DoubleDown Interactive, LLC later assigned those rights and interests to IGT on August 19, 2014.

7. Since at least as early as January 2010, the DOUBLEDOWN CASINO Mark has been continuously used to offer a free online social gaming service. Players can access

DOUBLEDOWN CASINO games through the DOUBLEDOWN CASINO website (<http://www.doubledowncasino.com>), third-party websites, social networking websites such as Facebook, and mobile device applications.

8. DOUBLEDOWN CASINO players can choose from a variety of free games, including bingo, blackjack and other card games, roulette, video poker, and slots. Players do not and cannot wager or win real money or prizes. Rather, players begin with a bank of free non-transferable and non-refundable virtual chips, which may be wagered to earn additional virtual chips. Additional free virtual chips are provided on a daily basis. If a player depletes the bank of virtual chips, the player may also elect to purchase additional virtual chips.

9. IGT generates revenue from player purchases of virtual chips; and, depending upon the terms of partner and affiliate agreements with certain third-party website operators linking to the DOUBLEDOWN CASINO games, IGT may share a percentage of the revenue derived from these virtual chip sales as consideration for the use of the third-party website real estate.

10. DOUBLEDOWN CASINO social games are offered solely in the online and mobile device space. DOUBLEDOWN CASINO social games are not offered in physical, land-based casinos; and they are not subject to regulatory oversight, licensing, or other controls that govern traditional land-based casino services or money-based online and Internet-based gambling.

11. From 2010 through 2014, IGT and its predecessors spent over \$60 million to develop the DOUBLEDOWN CASINO Mark and the corresponding online social gaming services provided under that Mark. Since January 2012, IGT has spent over \$100 million solely

on marketing and promoting the DOUBLEDOWN CASINO brand. In 2015, IGT expects to spend more than \$50 million in further marketing and promoting the brand.

12. IGT's and its predecessors' investment has driven significant growth in the number of users of DOUBLEDOWN CASINO. As of December 2010, DOUBLEDOWN CASINO had on average 125 thousand users per day. In December 2014, that number had grown to 1.8 million users. Likewise, the number of installs of DOUBLEDOWN CASINO mobile applications went from 1.2 million in 2010 to over 16 million in 2014.

13. Revenue generated from DOUBLEDOWN CASINO has been similarly exponential. In the last quarter of 2010, revenue was just under a million dollars. Since then, revenue has climbed to over \$38 million in 2011, over \$134 million in 2012, over \$242 million in 2013, and over \$293 million in 2014. Revenue for the first quarter of 2015 was over \$80 million, and it is expected that DOUBLEDOWN CASINO will meet or exceed projected annual industry growth of between 11% and 23% for the next three years.

14. Today, DOUBLEDOWN CASINO is the top-grossing online social casino title, generating more revenue than competing programs from Caesars Interactive Entertainment, Zynga, Sony, and others.

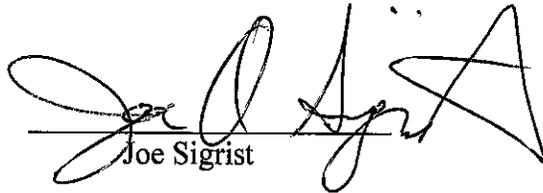
15. As a result of IGT's and its predecessors' significant investment in the DOUBLEDOWN CASINO Mark and services, the DOUBLEDOWN CASINO Mark has acquired substantial recognition and goodwill. For example, in a recent survey testing for consumer recognition of brand awareness, 32% of U.S. online gamers were aware of DOUBLEDOWN CASINO.

16. DOUBLEDOWN CASINO has become one of IGT's most important business assets.

17. Double Down Saloon, Inc.'s late objection to IGT's and its predecessors' rights in the DOUBLEDOWN CASINO Mark undermines the nearly five years of investment in the brand. Loss of registration would immediately devalue the brand and the related business. Furthermore, if IGT's valuable DOUBLEDOWN CASINO Mark were to be cancelled, IGT would suffer substantial and irreparable harm, including in its ability to assert nationwide rights in its DOUBLEDOWN CASINO Mark and to enforce against third party infringement of IGT's rights.

I hereby affirm, under penalty of perjury, that the foregoing is true and correct to the best of my knowledge, information, and belief.

EXECUTED on July 10, 2015.



Joe Sigris

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

DOUBLE DOWN, INC., Opposer, v. IGT, Applicant.	Opposition No.: 91218431 (Parent) Mark: DOUBLE DOWN STUD Serial. No.: 86/244,094
DOUBLE DOWN, INC., Petitioner, v. IGT, Registrant.	Cancellation No.: 92059996 Mark: DOUBLEDOWN CASINO Reg. No.: 3,885,409
IGT, Petitioner, v. DOUBLE DOWN, INC., Registrant.	Cancellation No.: 92060105 Mark: DOUBLE DOWN SALOON Reg. No.: 3,754,434

**DECLARATION OF HOPE HAMILTON IN SUPPORT OF IGT'S MOTION FOR
SUMMARY JUDGMENT**

I, Hope Hamilton, make the following Declaration under penalty of perjury:

1. I am an attorney with the law firm of Holland & Hart LLP and I make this declaration based on my personal knowledge, my review of the files of the United States Patent and Trademark Office, and upon the records of the firm.

2. Attached as Exhibit 1 is a true and correct copy of the Registration Certificate for DOUBLE DOWN STUD (Reg. No. 1,853,518) covering “money-operated game machines” in International Class 9.

3. Attached as Exhibit 2 is a true and correct printout obtained from the United States Patent and Trademark Office (“USPTO”) website on July 7, 2015, showing the current status of DOUBLE DOWN STUD (Reg. No. 1,853,518).

4. Attached as Exhibit 3 is a true and correct copy of the Registration Certificate for DOUBLEDOWN CASINO (Reg. No. 3,885,409) covering “entertainment services, namely, providing an on-line computer game” in International Class 41.

5. Attached as Exhibit 4 is a true and correct printout obtained from the USPTO website on July 7, 2015, showing the current status of DOUBLEDOWN CASINO (Reg. No. 3,885,409).

6. Attached as Exhibit 5 is a true and correct copy of the file wrapper associated with the DOUBLEDOWN CASINO application and registration (Reg. No. 3,885,409).

7. Attached as Exhibit 6 are true and correct printouts of all relevant assignment information concerning DOUBLEDOWN CASINO (Reg. No. 3,885,409) obtained from the USPTO website on July 2, 2015.

8. Attached as Exhibit 7 is a true and correct copy of Double Down, Inc.’s Answers to IGT’s First Set of Interrogatories.

9. Attached as Exhibit 8 is a true and correct copy of the Suspension Notice dated November 22, 2014, suspending all further action on DDI’s pending application to register DOUBLE DOWN (Ser. No. 86/205,273) pending the resolution of DDI’s Petition for Cancellation (No. 92059996).

10. I have personally visited DDI's website <http://www.doubledownsaloos.com> on a number of occasions, including most recently on July 6, 9, and 10, 2015, and found no indication that DDI is hosting any online games.

11. IGT served discovery requests on DDI on April 13, 2015, including requests for documents and written interrogatory responses seeking any evidence of actual confusion between DDI's marks and IGT's DOUBLEDOWN CASINO mark. *See, e.g.*, Exhibit 7 attached hereto. DDI has produced no documents evidencing any confusion. And, notwithstanding several requests that DDI supplement its response to Interrogatory No. 9 to provide, among other things, the names and dates supporting the alleged inquiries regarding "affiliation between" DDI and IGT, DDI has failed to either supplement its response or offer any further information that would permit IGT to independently evaluate the alleged "affiliation" inquiries or cross examine the relevant witnesses.

I hereby affirm, under penalty of perjury, that the foregoing is true and correct to the best of my knowledge, information, and belief.

EXECUTED on July 10, 2015.

/s/ Hope Hamilton
Hope Hamilton

Exhibit 1

Int. Cl.: 9

Prior U.S. Cls.: 22, 23 and 26

United States Patent and Trademark Office

Reg. No. 1,853,518

Registered Sep. 13, 1994

**TRADEMARK
PRINCIPAL REGISTER**

DOUBLE DOWN STUD

D.D. STUD, INC. (NEVADA CORPORATION)
4305 EAST SAHARA AVENUE, SUITE 12
LAS VEGAS, NV 89104

NO CLAIM IS MADE TO THE EXCLUSIVE
RIGHT TO USE "STUD", APART FROM THE
MARK AS SHOWN.

FOR: MONEY-OPERATED GAME MA-
CHINES, IN CLASS 9 (U.S. CLS. 22, 23 AND 26).

FIRST USE 5-22-1992; IN COMMERCE
6-8-1992.

SER. NO. 74-332,696, FILED 11-19-1992.

MARY C. MACK, EXAMINING ATTORNEY

Exhibit 2

STATUS DOCUMENTS

[Back to Search](#)

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Mark: DOUBLE DOWN STUD

No Image exists for this case.

US Serial Number: 74332696	Application Filing Date: Nov. 19, 1992
US Registration Number: 1853518	Registration Date: Sep. 13, 1994
Register: Principal	
Mark Type: Trademark	
Status: The registration has been renewed.	
Status Date: Aug. 25, 2014	
Publication Date: Jun. 21, 1994	

Mark Information

Mark Literal Elements: DOUBLE DOWN STUD

Standard Character Claim: No

Mark Drawing Type: 1 - TYPESET WORD(S) /LETTER(S) /NUMBER(S)

Disclaimer: "STUD"

Goods and Services

Note:

The following symbols indicate that the registrant/owner has amended the goods/services:

- Brackets [...] indicate deleted goods/services;
- Double parenthesis (...) identify any goods/services not claimed in a Section 15 affidavit of incontestability; and
- Asterisks *..* identify additional (new) wording in the goods/services.

For: money-operated game machines

International Class(es): 009 - Primary Class

U.S Class(es): 022, 023, 026

Class Status: ACTIVE

Basis: 1(a)

First Use: May 22, 1992

Use in Commerce: Jun. 08, 1992

Basis Information (Case Level)

Filed Use: Yes	Currently Use: Yes	Amended Use: No
Filed ITU: No	Currently ITU: No	Amended ITU: No
Filed 44D: No	Currently 44D: No	Amended 44D: No
Filed 44E: No	Currently 44E: No	Amended 44E: No
Filed 66A: No	Currently 66A: No	
Filed No Basis: No	Currently No Basis: No	

Current Owner(s) Information

Owner Name: IGT

Owner Address: Trademark Department
9295 PROTOTYPE DRIVE
RENO, NEVADA 895218986
UNITED STATES

Legal Entity Type: CORPORATION

NEVADA

State or Country Where Organized:

Attorney/Correspondence Information

Attorney of Record

Attorney Name: David L. Berdan

Attorney Primary Email trademarks@igt.com

Attorney Email Authorized: Yes

Address:

Correspondent

Correspondent Name/Address: David L. Berdan

IGT
9295 Prototype Drive
Trademark Department
Reno, NEVADA 89521-8986
UNITED STATES

Phone: 702-669-2926

Fax: 775-448-7780

Correspondent e-mail: trademarks@igt.com

Correspondent e-mail Authorized: Yes

Domestic Representative - Not Found

Prosecution History

Date	Description	Proceeding Number
Aug. 25, 2014	NOTICE OF ACCEPTANCE OF SEC. 8 & 9 - E-MAILED	
Aug. 25, 2014	REGISTERED AND RENEWED (SECOND RENEWAL - 10 YRS)	67723
Aug. 25, 2014	REGISTERED - SEC. 8 (10-YR) ACCEPTED/SEC. 9 GRANTED	67723
Aug. 25, 2014	CASE ASSIGNED TO POST REGISTRATION PARALEGAL	67723
Aug. 07, 2014	TEAS CHANGE OF CORRESPONDENCE RECEIVED	
Aug. 08, 2014	TEAS SECTION 8 & 9 RECEIVED	
Nov. 22, 2013	ATTORNEY REVOKED AND/OR APPOINTED	
Nov. 22, 2013	TEAS REVOKE/APPOINT ATTORNEY RECEIVED	
Nov. 22, 2013	TEAS CHANGE OF CORRESPONDENCE RECEIVED	
Apr. 09, 2009	TEAS CHANGE OF CORRESPONDENCE RECEIVED	
Jul. 19, 2007	CASE FILE IN TICRS	
Oct. 19, 2004	REGISTERED AND RENEWED (FIRST RENEWAL - 10 YRS)	
Oct. 19, 2004	REGISTERED - SEC. 8 (10-YR) ACCEPTED/SEC. 9 GRANTED	
Sep. 14, 2004	REGISTERED - COMBINED SECTION 8 (10-YR) & SEC. 9 FILED	
Sep. 14, 2004	TEAS SECTION 8 & 9 RECEIVED	
Jul. 17, 2000	REGISTERED - SEC. 8 (6-YR) ACCEPTED & SEC. 15 ACK.	
Apr. 19, 2000	REGISTERED - SEC. 8 (6-YR) & SEC. 15 FILED	
Sep. 13, 1994	REGISTERED-PRINCIPAL REGISTER	
Jun. 21, 1994	PUBLISHED FOR OPPOSITION	
May 20, 1994	NOTICE OF PUBLICATION	
Apr. 28, 1994	APPROVED FOR PUB - PRINCIPAL REGISTER	
Apr. 07, 1994	EXAMINER'S AMENDMENT MAILED	
Apr. 05, 1994	PREVIOUS ALLOWANCE COUNT WITHDRAWN	
Dec. 15, 1993	APPROVED FOR PUB - PRINCIPAL REGISTER	
Aug. 25, 1993	CORRESPONDENCE RECEIVED IN LAW OFFICE	

Apr. 15, 1993	NON-FINAL ACTION MAILED	
Mar. 10, 1993	ASSIGNED TO EXAMINER	60728
Feb. 24, 1993	ASSIGNED TO EXAMINER	69923
Feb. 05, 1993	ASSIGNED TO EXAMINER	60474

Maintenance Filings or Post Registration Information

Affidavit of Continued Use: Section 8 - Accepted

Affidavit of Incontestability: Section 15 - Accepted

Renewal Date: Sep. 13, 2014

TM Staff and Location Information

TM Staff Information - None

File Location

Current Location: GENERIC WEB UPDATE

Date in Location: Aug. 25, 2014

Assignment Abstract Of Title Information

Summary

[Conveyance Filter](#)

Total Assignments: 1

Registrant: D.D. Stud, Inc.

Assignment 1 of 1

Conveyance: ASSIGNS THE ENTIRE INTEREST

Reel/Frame: [3010/0248](#)

Pages: 5

Date Recorded: Jan. 14, 2005

Supporting Documents: [assignment-tm-3010-0248.pdf](#)

Assignor

Name: [D.D. STUD, INC.](#)

Execution Date: Sep. 23, 2004

Legal Entity Type: CORPORATION

State or Country Where Organized: NEVADA

Assignee

Name: [IGT](#)

Legal Entity Type: CORPORATION

State or Country Where Organized: NEVADA

Address: 9295 PROTOTYPE DRIVE
RENO, NEVADA 89521-8986

Correspondent

Correspondent Name: SANA HAKIM, BELL, BOYD & LLOYD LLC

Correspondent Address: P.O. BOX 1135
CHICAGO, IL 60690-1135

Domestic Representative - Not Found

Proceedings

Summary

[Party type](#)

[Proceeding type](#)

Number of Proceedings: 1

Type of Proceeding: Cancellation

Proceeding Number: [92060105](#)

Filing Date: Oct 06, 2014

Status: Pending

Status Date: Oct 06, 2014

Interlocutory Attorney: GEORGE POLOGEORGIS

Defendant

Name: Double Down, Inc.

Correspondent Address: NIKKI L BAKER
 BROWNSTEIN HYATT FARBER SCHRECK
 100 CITY PARKWAY, SUITE 1600
 LAS VEGAS NV , 89106-4614
 UNITED STATES

Correspondent e-mail: lvpto@bhfs.com , jobermeyer@bhfs.com , elewis@bhfs.com , eellis@bhfs.com.

Associated marks

Mark	Application Status	Serial Number	Registration Number
DOUBLE DOWN SALOON	Cancellation Pending	77786370	3754434

Plaintiff(s)

Name: IGT

Correspondent Address: HOPE HAMILTON
 HOLLAND & HART LLP
 ATTN TRADEMARK DOCKETING, P O BOX 8749
 DENVER CO , 80201
 UNITED STATES

Correspondent e-mail: docket@hollandhart.com , ddegnan@hollandhart.com , hihamilton@hollandhart.com , lmroot@hollandhart.com

Associated marks

Mark	Application Status	Serial Number	Registration Number
DOUBLE DOWN STUD	Renewed	74332696	1853518
DOUBLEDOWN CASINO	Cancellation Pending	77967593	3885409

Prosecution History

Entry Number	History Text	Date	Due Date
1	FILED AND FEE	Oct 06, 2014	
2	NOTICE AND TRIAL DATES SENT; ANSWER DUE:	Oct 08, 2014	Nov 17, 2014
3	PENDING, INSTITUTED	Oct 08, 2014	
4	P CERT OF SERVICE	Oct 06, 2014	
5	STIP FOR EXT	Nov 13, 2014	
6	EXTENSION OF TIME GRANTED	Nov 13, 2014	
7	ANSWER	Jan 16, 2015	
8	D MOT TO CONSOLIDATE	Jan 29, 2015	
9	PROCS CONSOLIDATED W/91218431 AND 92059996	Mar 25, 2015	

Exhibit 3

United States of America

United States Patent and Trademark Office

DOUBLEDOWN CASINO

Reg. No. 3,885,409

Registered Dec. 7, 2010

Int. Cl.: 41

SERVICE MARK

PRINCIPAL REGISTER

PICKJAM LLC (WASHINGTON LIMITED LIABILITY COMPANY)
1101 N NORTHLAKE WAY, SUITE 5
SEATTLE, WA 98103

FOR: ENTERTAINMENT SERVICES, NAMELY, PROVIDING AN ON-LINE COMPUTER GAME, IN CLASS 41 (U.S. CLS. 100, 101 AND 107).

FIRST USE 1-12-2010; IN COMMERCE 1-12-2010.

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT, STYLE, SIZE, OR COLOR.

NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "CASINO", APART FROM THE MARK AS SHOWN.

SER. NO. 77-967,593, FILED 3-24-2010.

KEVON CHISOLM, EXAMINING ATTORNEY



David J. Kyffers

Director of the United States Patent and Trademark Office

Exhibit 4

STATUS DOCUMENTS

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Mark: DOUBLEDOWN CASINO

DOUBLEDOWN CASINO

US Serial Number: 77967593	Application Filing Date: Mar. 24, 2010
US Registration Number: 3885409	Registration Date: Dec. 07, 2010
Filed as TEAS Plus: Yes	Currently TEAS Plus: Yes
Register: Principal	
Mark Type: Service Mark	
Status: A cancellation proceeding is pending at the Trademark Trial and Appeal Board. For further information, see TTABVue on the Trademark Trial and Appeal Board web page.	
Status Date: Sep. 22, 2014	
Publication Date: Sep. 21, 2010	

Mark Information

Mark Literal Elements: DOUBLEDOWN CASINO

Standard Character Claim: Yes. The mark consists of standard characters without claim to any particular font style, size, or color.

Mark Drawing Type: 4 - STANDARD CHARACTER MARK

Disclaimer: "CASINO"

Goods and Services

Note:

The following symbols indicate that the registrant/owner has amended the goods/services:

- Brackets [...] indicate deleted goods/services;
- Double parenthesis (...) identify any goods/services not claimed in a Section 15 affidavit of incontestability; and
- Asterisks *..* identify additional (new) wording in the goods/services.

For: Entertainment services, namely, providing an on-line computer game

International Class(es): 041 - Primary Class

U.S Class(es): 100, 101, 107

Class Status: ACTIVE

Basis: 1(a)

First Use: Jan. 12, 2010

Use in Commerce: Jan. 12, 2010

Basis Information (Case Level)

Filed Use: Yes	Currently Use: Yes	Amended Use: No
Filed ITU: No	Currently ITU: No	Amended ITU: No
Filed 44D: No	Currently 44D: No	Amended 44D: No
Filed 44E: No	Currently 44E: No	Amended 44E: No
Filed 66A: No	Currently 66A: No	
Filed No Basis: No	Currently No Basis: No	

Current Owner(s) Information

Owner Name: IGT

Owner Address: 9295 PROTOTYPE DRIVE
RENO, NEVADA 895218986
UNITED STATES

Legal Entity Type: CORPORATION

NEVADA

State or Country Where Organized:

Attorney/Correspondence Information

Attorney of Record

Attorney Name: David L. Berdan

Attorney Primary Email trademarks@igt.com

Attorney Email Authorized: Yes

Address:

Correspondent

Correspondent Name/Address: HOPE HAMILTON

HOLLAND & HART LLP
PO BOX 8749
DENVER, COLORADO 80201-8749
UNITED STATES

Phone: 702-669-2926

Fax: 775-448-7780

Correspondent e-mail: trademarks@igt.com

Correspondent e-mail Authorized: Yes

Domestic Representative - Not Found

Prosecution History

Date	Description	Proceeding Number
Sep. 22, 2014	CANCELLATION INSTITUTED NO. 999999	59996
Aug. 27, 2014	AUTOMATIC UPDATE OF ASSIGNMENT OF OWNERSHIP	
Nov. 24, 2013	ATTORNEY REVOKED AND/OR APPOINTED	
Nov. 24, 2013	TEAS REVOKE/APPOINT ATTORNEY RECEIVED	
Nov. 24, 2013	TEAS CHANGE OF CORRESPONDENCE RECEIVED	
Oct. 19, 2011	ASSIGNMENT OF OWNERSHIP NOT UPDATED AUTOMATICALLY	
Dec. 07, 2010	REGISTERED-PRINCIPAL REGISTER	
Sep. 21, 2010	OFFICIAL GAZETTE PUBLICATION CONFIRMATION E-MAILED	
Sep. 21, 2010	PUBLISHED FOR OPPOSITION	
Aug. 17, 2010	LAW OFFICE PUBLICATION REVIEW COMPLETED	73787
Aug. 17, 2010	ASSIGNED TO LIE	73787
Jul. 29, 2010	APPROVED FOR PUB - PRINCIPAL REGISTER	
Jul. 28, 2010	TEAS/EMAIL CORRESPONDENCE ENTERED	88889
Jul. 28, 2010	CORRESPONDENCE RECEIVED IN LAW OFFICE	88889
Jul. 28, 2010	TEAS RESPONSE TO OFFICE ACTION RECEIVED	
Jun. 29, 2010	NOTIFICATION OF NON-FINAL ACTION E-MAILED	6325
Jun. 29, 2010	NON-FINAL ACTION E-MAILED	6325
Jun. 29, 2010	NON-FINAL ACTION WRITTEN	76502
Jun. 23, 2010	ASSIGNED TO EXAMINER	76502
Mar. 30, 2010	NOTICE OF PSEUDO MARK MAILED	
Mar. 29, 2010	NEW APPLICATION OFFICE SUPPLIED DATA ENTERED IN TRAM	
Mar. 27, 2010	NEW APPLICATION ENTERED IN TRAM	

TM Staff and Location Information

TM Staff Information - None

File Location

Current Location: PUBLICATION AND ISSUE SECTION

Date in Location: Dec. 07, 2010

Assignment Abstract Of Title Information

Summary

[Conveyance Filter](#)

Total Assignments: 3

Registrant: Pickjam LLC

Assignment 1 of 3

Conveyance: ASSIGNS THE ENTIRE INTEREST

Reel/Frame: [4639/0960](#)

Pages: 5

Date Recorded: Oct. 11, 2011

Supporting Documents: [assignment-tm-4639-0960.pdf](#)

Assignor

Name: [PICKJAM LLC](#)

Execution Date: Oct. 01, 2010

Legal Entity Type: LTD LIAB JT ST CO

State or Country Where Organized: WASHINGTON

Assignee

Name: [ENELL, GREGORY](#)

Legal Entity Type: INDIVIDUAL

Citizenship: UNITED STATES

Address: 1101 N. NORTHLAKE WAY
SUITE 5
SEATTLE, WASHINGTON 98103

Name: [DUBOIS, COOPER](#)

Legal Entity Type: INDIVIDUAL

Citizenship: UNITED STATES

Address: 1101 N. NORTHLAKE WAY
SUITE 5
SEATTLE, WASHINGTON 98103

Name: [WILBURN, SCOTT](#)

Legal Entity Type: INDIVIDUAL

Citizenship: UNITED STATES

Address: 1101 N. NORTHLAKE WAY
SUITE 5
SEATTLE, WASHINGTON 98103

Name: [ERICKSON, RON](#)

Legal Entity Type: INDIVIDUAL

Citizenship: UNITED STATES

Address: 1101 N. NORTHLAKE WAY
SUITE 5
SEATTLE, WASHINGTON 98103

Correspondent

Correspondent Name: SEAN M. MCCHESENEY

Correspondent Address: 800 FIFTH AVENUE
SUITE 4100
SEATTLE, WA 98104

Domestic Representative - Not Found

Assignment 2 of 3

Conveyance: ASSIGNS THE ENTIRE INTEREST

Reel/Frame: [4639/0965](#)

Pages: 5

Date Recorded: Oct. 11, 2011

Supporting Documents: [assignment-tm-4639-0965.pdf](#)

Assignor

Name: [ENELL, GREGORY](#)

Execution Date: Oct. 01, 2010

Legal Entity Type: INDIVIDUAL

Citizenship: UNITED STATES

Name: DUBOIS, COOPER	Execution Date: Oct. 01, 2010
Legal Entity Type: INDIVIDUAL	Citizenship: UNITED STATES
Name: WILBURN, SCOTT	Execution Date: Oct. 01, 2010
Legal Entity Type: INDIVIDUAL	Citizenship: UNITED STATES
Name: ERICKSON, RON	Execution Date: Oct. 01, 2010
Legal Entity Type: INDIVIDUAL	Citizenship: UNITED STATES

Assignee

Name: DOUBLE DOWN INTERACTIVE LLC	State or Country Where Organized: WASHINGTON
Legal Entity Type: LIMITED LIABILITY COMPANY	
Address: 1101 N. NORTHLAKE WAY SUITE 200 SEATTLE, WASHINGTON 98103	

Correspondent

Correspondent Name: SEAN M. MCCHESENEY
Correspondent Address: 800 FIFTH AVENUE SUITE 4100 SEATTLE, WA 98104

Domestic Representative - Not Found

Assignment 3 of 3

Conveyance: ASSIGNS THE ENTIRE INTEREST	Pages: 3
Reel/Frame: 5347/0583	
Date Recorded: Aug. 19, 2014	
Supporting Documents: assignment-tm-5347-0583.pdf	

Assignor

Name: DOUBLE DOWN INTERACTIVE, LLC	Execution Date: Aug. 13, 2014
Legal Entity Type: LIMITED LIABILITY COMPANY	State or Country Where Organized: WASHINGTON

Assignee

Name: IGT	State or Country Where Organized: NEVADA
Legal Entity Type: CORPORATION	
Address: 9295 PROTOTYPE DRIVE RENO, NEVADA 89521-8986	

Correspondent

Correspondent Name: DAVID L. BERDAN
Correspondent Address: 9295 PROTOTYPE DRIVE TRADEMARK DEPARTMENT RENO, NV 89521-8986

Domestic Representative - Not Found

Proceedings

Summary

Party type

Proceeding type

Number of Proceedings: 2

Type of Proceeding: Cancellation

Proceeding Number: 92060105	Filing Date: Oct 06, 2014
Status: Pending	Status Date: Oct 06, 2014
Interlocutory Attorney: GEORGE POLOGEORGIS	

Defendant

Name: Double Down, Inc.

Correspondent Address: NIKKI L BAKER
BROWNSTEIN HYATT FARBER SCHRECK
100 CITY PARKWAY, SUITE 1600
LAS VEGAS NV , 89106-4614
UNITED STATES

Correspondent e-mail: lvpto@bhfs.com , jobermeyer@bhfs.com , elewis@bhfs.com , eellis@bhfs.com,

Associated marks

Mark	Application Status	Serial Number	Registration Number
DOUBLE DOWN SALOON	Cancellation Pending	77786370	3754434

Plaintiff(s)

Name: IGT

Correspondent Address: HOPE HAMILTON
HOLLAND & HART LLP
ATTN TRADEMARK DOCKETING, P O BOX 8749
DENVER CO , 80201
UNITED STATES

Correspondent e-mail: docket@hollandhart.com , ddegnan@hollandhart.com , hihamilton@hollandhart.com , lmroot@hollandhart.com

Associated marks

Mark	Application Status	Serial Number	Registration Number
DOUBLE DOWN STUD	Renewed	74332696	1853518
DOUBLEDOWN CASINO	Cancellation Pending	77967593	3885409

Prosecution History

Entry Number	History Text	Date	Due Date
1	FILED AND FEE	Oct 06, 2014	
2	NOTICE AND TRIAL DATES SENT; ANSWER DUE:	Oct 08, 2014	Nov 17, 2014
3	PENDING, INSTITUTED	Oct 08, 2014	
4	P CERT OF SERVICE	Oct 06, 2014	
5	STIP FOR EXT	Nov 13, 2014	
6	EXTENSION OF TIME GRANTED	Nov 13, 2014	
7	ANSWER	Jan 16, 2015	
8	D MOT TO CONSOLIDATE	Jan 29, 2015	
9	PROCS CONSOLIDATED W/91218431 AND 92059996	Mar 25, 2015	

Type of Proceeding: Cancellation

Proceeding Number: [92059996](#)

Filing Date: Sep 18, 2014

Status: Pending

Status Date: Sep 18, 2014

Interlocutory Attorney: GEORGE POLOGEORGIS

Defendant

Name: IGT

Correspondent Address: HOPE HAMILTON
HOLLAND & HART LLP
PO BOX 8749
DENVER CO , 80201-8749
UNITED STATES

Correspondent e-mail: docket@hollandhart.com , hihamilton@hollandhart.com , lmroot@hollandhart.com , trademarks@igt.com

Associated marks

Mark	Application Status	Serial Number	Registration Number
DOUBLEDOWN CASINO	Cancellation Pending	77967593	3885409

Plaintiff(s)

Name: Double Down, Inc.

Correspondent Address: LAURA E BIELINSKI
 BROWNSTEIN HYATT FARBER SCHRECK LLP
 100 N CITY PARKWAY, SUITE 1600
 LAS VEGAS NV , 89106
 UNITED STATES

Correspondent e-mail: lvpto@bhfs.com , jobermeyer@bhfs.com , lbielinski@bhfs.com , nbaker@bhfs.com.

Associated marks

Mark	Application Status	Serial Number	Registration Number
DOUBLE DOWN SALOON	Section 8 and 15 - Accepted and Acknowledged	78633295	3085525
DOUBLE DOWN SALOON	Cancellation Pending	77786370	3754434
DOUBLE DOWN	Registered	86205284	4613372
DOUBLE DOWN	Report Completed Suspension Check - Case Still Suspended	86205273	

Prosecution History

Entry Number	History Text	Date	Due Date
1	FILED AND FEE	Sep 18, 2014	
2	NOTICE AND TRIAL DATES SENT; ANSWER DUE:	Sep 22, 2014	Nov 01, 2014
3	PENDING, INSTITUTED	Sep 22, 2014	
4	STIP FOR EXT	Oct 24, 2014	
5	EXTENSION OF TIME GRANTED	Oct 24, 2014	
6	ANSWER	Dec 26, 2014	
7	P MOT TO CONSOLIDATE	Jan 29, 2015	
8	PROCS CONSOLIDATED W/91218431 AND 92060105	Mar 25, 2015	

Exhibit 5

Generated on: This page was generated by TSDR on 2015-07-02 13:52:06 EDT

Mark: DOUBLEDOWN CASINO

DOUBLEDOWN CASINO

US Serial Number: 77967593
Application Filing Date: Mar. 24, 2010
US Registration Number: 3885409
Registration Date: Dec. 07, 2010
Filed as TEAS Plus: Yes
Currently TEAS Plus: Yes
Register: Principal
Mark Type: Service Mark
Status: A cancellation proceeding is pending at the Trademark Trial and Appeal Board. For further information, see TTABVue on the Trademark Trial and Appeal Board web page.
Status Date: Sep. 22, 2014
Publication Date: Sep. 21, 2010

Mark Information

Mark Literal Elements: DOUBLEDOWN CASINO
Standard Character Claim: Yes. The mark consists of standard characters without claim to any particular font style, size, or color.
Mark Drawing Type: 4 - STANDARD CHARACTER MARK
Disclaimer: "CASINO"

Goods and Services

Note: The following symbols indicate that the registrant/owner has amended the goods/services:

- Brackets [...] indicate deleted goods/services;
- Double parenthesis ((...)) identify any goods/services not claimed in a Section 15 affidavit of incontestability; and
- Asterisks *..* identify additional (new) wording in the goods/services.

For: Entertainment services, namely, providing an on-line computer game

International Class(es): 041 - Primary Class

U.S Class(es): 100, 101, 107

Class Status: ACTIVE

Basis: 1(a)

First Use: Jan. 12, 2010

Use in Commerce: Jan. 12, 2010

Basis Information (Case Level)

Filed Use: Yes	Currently Use: Yes	Amended Use: No
Filed ITU: No	Currently ITU: No	Amended ITU: No
Filed 44D: No	Currently 44D: No	Amended 44D: No
Filed 44E: No	Currently 44E: No	Amended 44E: No
Filed 66A: No	Currently 66A: No	
Filed No Basis: No	Currently No Basis: No	

Current Owner(s) Information

Owner Name: IGT
Owner Address: 9295 PROTOTYPE DRIVE
RENO, NEVADA 895218986
UNITED STATES
Legal Entity Type: CORPORATION
State or Country Where Organized: NEVADA

Attorney/Correspondence Information

Attorney of Record

Attorney Name: David L. Berdan
Attorney Primary Email Address: trademarks@igt.com
Attorney Email Authorized: Yes

Correspondent

Correspondent Name/Address: HOPE HAMILTON
 HOLLAND & HART LLP
 PO BOX 8749
 DENVER, COLORADO 80201-8749
 UNITED STATES

Phone: 702-669-2926

Fax: 775-448-7780

Correspondent e-mail: trademarks@igt.com

Correspondent e-mail Authorized: Yes

Domestic Representative - Not Found**Prosecution History**

Date	Description	Proceeding Number
Sep. 22, 2014	CANCELLATION INSTITUTED NO. 999999	59996
Aug. 27, 2014	AUTOMATIC UPDATE OF ASSIGNMENT OF OWNERSHIP	
Nov. 24, 2013	ATTORNEY REVOKED AND/OR APPOINTED	
Nov. 24, 2013	TEAS REVOKE/APPOINT ATTORNEY RECEIVED	
Nov. 24, 2013	TEAS CHANGE OF CORRESPONDENCE RECEIVED	
Oct. 19, 2011	ASSIGNMENT OF OWNERSHIP NOT UPDATED AUTOMATICALLY	
Dec. 07, 2010	REGISTERED-PRINCIPAL REGISTER	
Sep. 21, 2010	OFFICIAL GAZETTE PUBLICATION CONFIRMATION E-MAILED	
Sep. 21, 2010	PUBLISHED FOR OPPOSITION	
Aug. 17, 2010	LAW OFFICE PUBLICATION REVIEW COMPLETED	73787
Aug. 17, 2010	ASSIGNED TO LIE	73787
Jul. 29, 2010	APPROVED FOR PUB - PRINCIPAL REGISTER	
Jul. 28, 2010	TEAS/EMAIL CORRESPONDENCE ENTERED	88889
Jul. 28, 2010	CORRESPONDENCE RECEIVED IN LAW OFFICE	88889
Jul. 28, 2010	TEAS RESPONSE TO OFFICE ACTION RECEIVED	
Jun. 29, 2010	NOTIFICATION OF NON-FINAL ACTION E-MAILED	6325
Jun. 29, 2010	NON-FINAL ACTION E-MAILED	6325
Jun. 29, 2010	NON-FINAL ACTION WRITTEN	76502
Jun. 23, 2010	ASSIGNED TO EXAMINER	76502
Mar. 30, 2010	NOTICE OF PSEUDO MARK MAILED	
Mar. 29, 2010	NEW APPLICATION OFFICE SUPPLIED DATA ENTERED IN TRAM	
Mar. 27, 2010	NEW APPLICATION ENTERED IN TRAM	

TM Staff and Location Information**TM Staff Information - None****File Location**

Current Location: PUBLICATION AND ISSUE SECTION

Date in Location: Dec. 07, 2010

Assignment Abstract Of Title Information**Summary**

Total Assignments: 3

Registrant: Pickjam LLC

Assignment 1 of 3

Conveyance: ASSIGNS THE ENTIRE INTEREST

Reel/Frame: [4639/0960](#)

Pages: 5

Date Recorded: Oct. 11, 2011

Supporting Documents: [assignment-tm-4639-0960.pdf](#)

Assignor

Name: [PICKJAM LLC](#)

Execution Date: Oct. 01, 2010

Legal Entity Type: LTD LIAB JT ST CO

State or Country Where Organized: WASHINGTON

Assignee

Name: [ENELL, GREGORY](#)
Legal Entity Type: INDIVIDUAL Citizenship: UNITED STATES
Address: 1101 N. NORTHLAKE WAY
SUITE 5
SEATTLE, WASHINGTON 98103

Name: [DUBOIS, COOPER](#)
Legal Entity Type: INDIVIDUAL Citizenship: UNITED STATES
Address: 1101 N. NORTHLAKE WAY
SUITE 5
SEATTLE, WASHINGTON 98103

Name: [WILBURN, SCOTT](#)
Legal Entity Type: INDIVIDUAL Citizenship: UNITED STATES
Address: 1101 N. NORTHLAKE WAY
SUITE 5
SEATTLE, WASHINGTON 98103

Name: [ERICKSON, RON](#)
Legal Entity Type: INDIVIDUAL Citizenship: UNITED STATES
Address: 1101 N. NORTHLAKE WAY
SUITE 5
SEATTLE, WASHINGTON 98103

Correspondent

Correspondent Name: SEAN M. MCCHESENEY
Correspondent Address: 800 FIFTH AVENUE
SUITE 4100
SEATTLE, WA 98104

Domestic Representative - Not Found

Assignment 2 of 3

Conveyance: ASSIGNS THE ENTIRE INTEREST
Reel/Frame: [4639/0965](#) Pages: 5
Date Recorded: Oct. 11, 2011
Supporting Documents: [assignment-tm-4639-0965.pdf](#)

Assignor

Name: [ENELL, GREGORY](#) Execution Date: Oct. 01, 2010
Legal Entity Type: INDIVIDUAL Citizenship: UNITED STATES

Name: [DUBOIS, COOPER](#) Execution Date: Oct. 01, 2010
Legal Entity Type: INDIVIDUAL Citizenship: UNITED STATES

Name: [WILBURN, SCOTT](#) Execution Date: Oct. 01, 2010
Legal Entity Type: INDIVIDUAL Citizenship: UNITED STATES

Name: [ERICKSON, RON](#) Execution Date: Oct. 01, 2010
Legal Entity Type: INDIVIDUAL Citizenship: UNITED STATES

Assignee

Name: [DOUBLE DOWN INTERACTIVE LLC](#)
Legal Entity Type: LIMITED LIABILITY COMPANY State or Country Where Organized: WASHINGTON
Address: 1101 N. NORTHLAKE WAY
SUITE 200
SEATTLE, WASHINGTON 98103

Correspondent

Correspondent Name: SEAN M. MCCHESENEY
Correspondent Address: 800 FIFTH AVENUE
SUITE 4100
SEATTLE, WA 98104

Domestic Representative - Not Found

Assignment 3 of 3

Conveyance: ASSIGNS THE ENTIRE INTEREST
Reel/Frame: [5347/0583](#) Pages: 3
Date Recorded: Aug. 19, 2014
Supporting Documents: [assignment-tm-5347-0583.pdf](#)

Assignor

Name: [DOUBLE DOWN INTERACTIVE, LLC](#)
Legal Entity Type: LIMITED LIABILITY COMPANY

Execution Date: Aug. 13, 2014
State or Country Where Organized: WASHINGTON

Assignee

Name: [IGT](#)
Legal Entity Type: CORPORATION

State or Country Where Organized: NEVADA

Address: 9295 PROTOTYPE DRIVE
RENO, NEVADA 89521-8986

Correspondent

Correspondent Name: DAVID L. BERDAN
Correspondent Address: 9295 PROTOTYPE DRIVE
TRADEMARK DEPARTMENT
RENO, NV 89521-8986

Domestic Representative - Not Found

Proceedings

Summary

Number of Proceedings: 2

Type of Proceeding: Cancellation

Proceeding Number: [92060105](#)

Filing Date: Oct 06, 2014

Status: Pending

Status Date: Oct 06, 2014

Interlocutory Attorney: GEORGE POLOGEORGIS

Defendant

Name: Double Down, Inc.
Correspondent Address: NIKKI L BAKER
BROWNSTEIN HYATT FARBER SCHRECK
100 CITY PARKWAY, SUITE 1600
LAS VEGAS NV , 89106-4614
UNITED STATES

Correspondent e-mail: lypto@bhfs.com , jobermeyer@bhfs.com , elewis@bhfs.com , eellis@bhfs.com,

Associated marks

Mark	Application Status	Serial Number	Registration Number
DOUBLE DOWN SALOON	Cancellation Pending	77786370	3754434

Plaintiff(s)

Name: IGT
Correspondent Address: HOPE HAMILTON
HOLLAND & HART LLP
ATTN TRADEMARK DOCKETING, P O BOX 8749
DENVER CO , 80201
UNITED STATES

Correspondent e-mail: docket@hollandhart.com , ddegan@hollandhart.com , hihamilton@hollandhart.com , lmroot@hollandhart.com

Associated marks

Mark	Application Status	Serial Number	Registration Number
DOUBLE DOWN STUD	Renewed	74332696	1853518
DOUBLEDOWN CASINO	Cancellation Pending	77967593	3885409

Prosecution History

Entry Number	History Text	Date	Due Date
1	FILED AND FEE	Oct 06, 2014	
2	NOTICE AND TRIAL DATES SENT; ANSWER DUE:	Oct 08, 2014	Nov 17, 2014
3	PENDING, INSTITUTED	Oct 08, 2014	
4	P CERT OF SERVICE	Oct 06, 2014	
5	STIP FOR EXT	Nov 13, 2014	
6	EXTENSION OF TIME GRANTED	Nov 13, 2014	
7	ANSWER	Jan 16, 2015	
8	D MOT TO CONSOLIDATE	Jan 29, 2015	

Type of Proceeding: CancellationProceeding Number: [92059996](#)

Filing Date: Sep 18, 2014

Status: Pending

Status Date: Sep 18, 2014

Interlocutory Attorney: GEORGE POLOGEORGIS

Defendant

Name: IGT

Correspondent Address: HOPE HAMILTON
HOLLAND & HART LLP
PO BOX 8749
DENVER CO , 80201-8749
UNITED STATESCorrespondent e-mail: docket@hollandhart.com , hihamilton@hollandhart.com , lmroot@hollandhart.com , trademarks@igt.com**Associated marks**

Mark	Application Status	Serial Number	Registration Number
DOUBLEDOWN CASINO	Cancellation Pending	77967593	3885409

Plaintiff(s)

Name: Double Down, Inc.

Correspondent Address: LAURA E BIELINSKI
BROWNSTEIN HYATT FARBER SCHRECK LLP
100 N CITY PARKWAY, SUITE 1600
LAS VEGAS NV , 89106
UNITED STATESCorrespondent e-mail: lvpto@bhfs.com , jobermeyer@bhfs.com , lbielinski@bhfs.com , nbaker@bhfs.com,**Associated marks**

Mark	Application Status	Serial Number	Registration Number
DOUBLE DOWN SALOON	Section 8 and 15 - Accepted and Acknowledged	78633295	3085525
DOUBLE DOWN SALOON	Cancellation Pending	77786370	3754434
DOUBLE DOWN	Registered	86205284	4613372
DOUBLE DOWN	Report Completed Suspension Check - Case Still Suspended	86205273	

Prosecution History

Entry Number	History Text	Date	Due Date
1	FILED AND FEE	Sep 18, 2014	
2	NOTICE AND TRIAL DATES SENT; ANSWER DUE:	Sep 22, 2014	Nov 01, 2014
3	PENDING, INSTITUTED	Sep 22, 2014	
4	STIP FOR EXT	Oct 24, 2014	
5	EXTENSION OF TIME GRANTED	Oct 24, 2014	
6	ANSWER	Dec 26, 2014	
7	P MOT TO CONSOLIDATE	Jan 29, 2015	
8	PROCS CONSOLIDATED W/91218431 AND 92060105	Mar 25, 2015	

Change Of Correspondence Address

The table below presents the data as entered.

Input Field	Entered
SERIAL NUMBER	77967593
REGISTRATION NUMBER	3885409
LAW OFFICE ASSIGNED	LAW OFFICE 103
MARK SECTION	
MARK	DOUBLEDOWN CASINO
CORRESPONDENCE SECTION (current)	
ORIGINAL ADDRESS	VENKAT BALASUBRAMANI 8426 40TH AVE SW SEATTLE Washington 98136-2350 US (206) 529-4827 venkat@focallaw.com
NEW CORRESPONDENCE ADDRESS	
NEW ADDRESS	IGT Trademark Department 9295 Prototype Drive Reno Nevada United States 89521 702-669-2926 775-448-7780 trademarks@igt.com
AUTHORIZED TO COMMUNICATE VIA E-MAIL	YES
SIGNATURE SECTION	
SIGNATURE	/David L. Berdan/
SIGNATORY NAME	David L. Berdan
SIGNATORY DATE	11/24/2013
SIGNATORY POSITION	Vice President, Intellectual Property
SIGNATORY PHONE NUMBER	702-669-2926

AUTHORIZED SIGNATORY	YES
FILING INFORMATION SECTION	
SUBMIT DATE	Sun Nov 24 20:56:35 EST 2013
TEAS STAMP	USPTO/CCA-12.24.60.12-201 31124205635774643-7796759 3-500b896c9689cbb74c481fe 23cf2fa55cef86e2a98207392 b46fb9626610365137-N/A-N/ A-20131124135807302860

Revocation of Attorney/Domestic Representative and/or Appointment of Attorney/Domestic Representative

The table below presents the data as entered.

Input Field	Entered
SERIAL NUMBER	77967593
REGISTRATION NUMBER	3885409
LAW OFFICE ASSIGNED	LAW OFFICE 103
MARK SECTION	
MARK	DOUBLEDOWN CASINO
ATTORNEY SECTION	
ORIGINAL ADDRESS	VENKAT BALASUBRAMANI 8426 40TH AVE SW SEATTLE Washington (WA) 98136-2350 US (206) 529-4827 venkat@focallaw.com
NEW ATTORNEY ADDRESS	
STATEMENT TEXT	By submission of this request, the undersigned REVOKES the power of attorney currently of record, as listed above, and hereby APPOINTS the following new attorney.
NAME	David L. Berdan
FIRM NAME	IGT
INTERNAL ADDRESS	Trademark Department
STREET	9295 Prototype Drive
CITY	Reno
STATE	Nevada
COUNTRY	United States
POSTAL/ZIP CODE	89521
PHONE	702-669-2926

FAX	775-448-7780
EMAIL	trademarks@igt.com
ATTORNEY AUTHORIZED TO COMMUNICATE VIA E-MAIL	YES
NEW CORRESPONDENCE ADDRESS	
NAME	David L. Berdan
FIRM NAME	IGT
INTERNAL ADDRESS	Trademark Department
STREET	9295 Prototype Drive
CITY	Reno
STATE	Nevada
COUNTRY	United States
POSTAL/ZIP CODE	89521
PHONE	702-669-2926
FAX	775-448-7780
EMAIL	trademarks@igt.com
AUTHORIZED TO COMMUNICATE VIA E-MAIL	YES
SIGNATURE SECTION	
SIGNATURE	/David L. Berdan/
SIGNATORY NAME	David L. Berdan
SIGNATORY DATE	11/24/2013
SIGNATORY POSITION	Vice President, Intellectual Property
SIGNATORY PHONE NUMBER	702-669-2926
FILING INFORMATION SECTION	
SUBMIT DATE	Sun Nov 24 20:56:14 EST 2013
TEAS STAMP	USPTO/RAA-12.24.60.12-201 31124205614864976-7796759 3-5002a122b564258f220af28 93fe3c82e5a22a7666709292b 14f719ee088e5d2476b-N/A-N /A-20131124135615623869

Revocation of Attorney/Domestic Representative and/or Appointment of Attorney/Domestic Representative

To the Commissioner for Trademarks:

MARK: DOUBLEDOWN CASINO

SERIAL NUMBER: 77967593

REGISTRATION NUMBER: 3885409

The original attorney

VENKAT BALASUBRAMANI

8426 40TH AVE SW

SEATTLE Washington 98136-2350

US

(206) 529-4827

venkat@focallaw.com

Original Correspondence Address :

VENKAT BALASUBRAMANI

8426 40TH AVE SW

SEATTLE Washington 98136-2350

US

(206) 529-4827

venkat@focallaw.com

By submission of this request, the undersigned REVOKES the power of attorney currently of record, as listed above, and hereby APPOINTS the following new attorney.

Newly Appointed Attorney:

David L. Berdan

IGT

Trademark Department

9295 Prototype Drive

Reno, Nevada 89521

United States

702-669-2926

775-448-7780

trademarks@igt.com

The following is to be used as the correspondence address:

David L. Berdan

IGT

Trademark Department

9295 Prototype Drive

Reno, Nevada 89521

United States

702-669-2926

775-448-7780

trademarks@igt.com

Signature: /David L. Berdan/ Date: 11/24/2013

Signatory's Name: David L. Berdan

Signatory's Position: Vice President, Intellectual Property

Signatory's Phone Number: 702-669-2926

Serial Number: 77967593

Internet Transmission Date: Sun Nov 24 20:56:14 EST 2013

TEAS Stamp: USPTO/RAA-12.24.60.12-201311242056148649

76-77967593-5002a122b564258f220af2893fe3

c82e5a22a7666709292b14f719ee088e5d2476b-

N/A-N/A-20131124135615623869

United States of America

United States Patent and Trademark Office

DOUBLEDOWN CASINO

Reg. No. 3,885,409

PICKJAM LLC (WASHINGTON LIMITED LIABILITY COMPANY)
1101 N NORTHLAKE WAY, SUITE 5
SEATTLE, WA 98103

Registered Dec. 7, 2010

Int. Cl.: 41

FOR: ENTERTAINMENT SERVICES, NAMELY, PROVIDING AN ON-LINE COMPUTER GAME, IN CLASS 41 (U.S. CLS. 100, 101 AND 107).

SERVICE MARK

FIRST USE 1-12-2010; IN COMMERCE 1-12-2010.

PRINCIPAL REGISTER

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT, STYLE, SIZE, OR COLOR.

NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "CASINO", APART FROM THE MARK AS SHOWN.

SER. NO. 77-967,593, FILED 3-24-2010.

KEVON CHISOLM, EXAMINING ATTORNEY



David J. Kyffers

Director of the United States Patent and Trademark Office

From: TMOfficialNotices@USPTO.GOV
Sent: Tuesday, September 21, 2010 00:27 AM
To: venkat@focallaw.com
Subject: Official USPTO Notice of Publication: Serial Number 77967593

NOTICE OF PUBLICATION

Serial Number: 77-967,593
Mark: DOUBLEDOWN CASINO(STANDARD CHARACTER MARK)
International Class(es): 041
Applicant: Pickjam LLC
Attorney Reference Number:

The mark identified above has been published in the *Trademark Official Gazette* (OG) on Sep 21, 2010. Any party who believes it will be damaged by the registration of the mark may file a notice of opposition (or extension of time therefor) with the Trademark Trial and Appeal Board. If no party files an opposition or extension request within thirty (30) days after the publication date, then within twelve (12) weeks of the publication date a certificate of registration should issue.

On the publication date or shortly thereafter, the applicant should carefully review the information that appears in the OG for accuracy (see steps, *below*). If any information is incorrect, the applicant should immediately email the requested correction to **TMPostPubQuery@uspto.gov**. For general information about this notice, please contact the Trademark Assistance Center at 1-800-786-9199.

1. Click on the following link or paste the URL into an internet browser:
http://www.uspto.gov/web/trademarks/tmog/20100921_OG.pdf#page=1
2. Wait for the total OG to download completely (as indicated on bottom of OG page).
3. At the top/side of the displayed page, click wherever the "binoculars" icon appears.
4. Enter in the "search" box the name of the applicant (for individual: last name, first name) or the serial number in this exact format (with hyphen and comma): 77-967,593, e.g.
5. View the retrieved result(s). If multiple results appear in the "results" box, click directly on each "search term" shown in the box to access all separate appearances in the OG.

Trademark Snap Shot Publication & Issue Review Stylesheet

(Table presents the data on Publication & Issue Review Complete)

OVERVIEW

SERIAL NUMBER	77967593	FILING DATE	03/24/2010
REG NUMBER	0000000	REG DATE	N/A
REGISTER	PRINCIPAL	MARK TYPE	SERVICE MARK
INTL REG #	N/A	INTL REG DATE	N/A
TM ATTORNEY	CHISOLM, KEVON	L.O. ASSIGNED	103

PUB INFORMATION

RUN DATE	08/18/2010		
PUB DATE	09/21/2010		
STATUS	681-PUBLICATION/ISSUE REVIEW COMPLETE		
STATUS DATE	08/17/2010		
LITERAL MARK ELEMENT	DOUBLEDOWN CASINO		
DATE ABANDONED	N/A	DATE CANCELLED	N/A
SECTION 2F	NO	SECTION 2F IN PART	NO
SECTION 8	NO	SECTION 8 IN PART	NO
SECTION 15	NO	REPub 12C	N/A
RENEWAL FILED	NO	RENEWAL DATE	N/A
DATE AMEND REG	N/A		

FILING BASIS

FILED BASIS		CURRENT BASIS		AMENDED BASIS	
1 (a)	YES	1 (a)	YES	1 (a)	NO
1 (b)	NO	1 (b)	NO	1 (b)	NO
44D	NO	44D	NO	44D	NO
44E	NO	44E	NO	44E	NO
66A	NO	66A	NO		
NO BASIS	NO	NO BASIS	NO		

MARK DATA

STANDARD CHARACTER MARK	YES
LITERAL MARK ELEMENT	DOUBLEDOWN CASINO

MARK DRAWING CODE	4-STANDARD CHARACTER MARK
COLOR DRAWING FLAG	NO

CURRENT OWNER INFORMATION

PARTY TYPE	10-ORIGINAL APPLICANT
NAME	Pickjam LLC
ADDRESS	1101 N Northlake Way, Suite 5 Seattle, WA 98103
ENTITY	16-LTD LIAB CO
CITIZENSHIP	Washington

GOODS AND SERVICES

INTERNATIONAL CLASS	041
DESCRIPTION TEXT	Entertainment services, namely, providing an on-line computer game

GOODS AND SERVICES CLASSIFICATION

INTERNATIONAL CLASS	041	FIRST USE DATE	01/12/2010	FIRST USE IN COMMERCE DATE	01/12/2010	CLASS STATUS	6-ACTIVE
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MISCELLANEOUS INFORMATION/STATEMENTS

CHANGE IN REGISTRATION	NO
DISCLAIMER W/PREDETER TXT	"CASINO"
PSEUDO MARK	DOUBLE DOWN CASINO

PROSECUTION HISTORY

DATE	ENT CD	ENT TYPE	DESCRIPTION	ENT NUM
08/17/2010	PREV	O	LAW OFFICE PUBLICATION REVIEW COMPLETED	013
08/17/2010	ALIE	A	ASSIGNED TO LIE	012
07/29/2010	CNSA	O	APPROVED FOR PUB - PRINCIPAL REGISTER	011
07/28/2010	TEME	I	TEAS/EMAIL CORRESPONDENCE ENTERED	010
07/28/2010	CRFA	I	CORRESPONDENCE RECEIVED IN LAW OFFICE	009
07/28/2010	TROA	I	TEAS RESPONSE TO OFFICE ACTION RECEIVED	008
06/29/2010	GNRN	O	NOTIFICATION OF NON-FINAL ACTION E-MAILED	007
06/29/2010	GNRT	F	NON-FINAL ACTION E-MAILED	006

06/29/2010	CNRT	R	NON-FINAL ACTION WRITTEN	005
06/23/2010	DOCK	D	ASSIGNED TO EXAMINER	004
03/30/2010	MPMK	O	NOTICE OF PSEUDO MARK MAILED	003
03/29/2010	NWOS	I	NEW APPLICATION OFFICE SUPPLIED DATA ENTERED IN TRAM	002
03/27/2010	NWAP	I	NEW APPLICATION ENTERED IN TRAM	001

CURRENT CORRESPONDENCE INFORMATION

ATTORNEY	Venkat Balasubramani
CORRESPONDENCE ADDRESS	VENKAT BALASUBRAMANI FOCAL PLLC 8426 40TH AVE SW SEATTLE, WA 98136-2350
DOMESTIC REPRESENTATIVE	NONE

DOUBLEDOWN CASINO

Trademark Snap Shot Publication Stylesheet
(Table presents the data on Publication Approval)

OVERVIEW

SERIAL NUMBER	77967593	FILING DATE	03/24/2010
REG NUMBER	0000000	REG DATE	N/A
REGISTER	PRINCIPAL	MARK TYPE	SERVICE MARK
INTL REG #	N/A	INTL REG DATE	N/A
TM ATTORNEY	CHISOLM, KEVON	L.O. ASSIGNED	103

PUB INFORMATION

RUN DATE	07/30/2010		
PUB DATE	N/A		
STATUS	680-APPROVED FOR PUBLICATON		
STATUS DATE	07/29/2010		
LITERAL MARK ELEMENT	DOUBLEDOWN CASINO		
DATE ABANDONED	N/A	DATE CANCELLED	N/A
SECTION 2F	NO	SECTION 2F IN PART	NO
SECTION 8	NO	SECTION 8 IN PART	NO
SECTION 15	NO	REPub 12C	N/A
RENEWAL FILED	NO	RENEWAL DATE	N/A
DATE AMEND REG	N/A		

FILING BASIS

FILED BASIS		CURRENT BASIS		AMENDED BASIS	
1 (a)	YES	1 (a)	YES	1 (a)	NO
1 (b)	NO	1 (b)	NO	1 (b)	NO
44D	NO	44D	NO	44D	NO
44E	NO	44E	NO	44E	NO
66A	NO	66A	NO		
NO BASIS	NO	NO BASIS	NO		

MARK DATA

STANDARD CHARACTER MARK	YES
LITERAL MARK ELEMENT	DOUBLEDOWN CASINO

MARK DRAWING CODE	4-STANDARD CHARACTER MARK
COLOR DRAWING FLAG	NO

CURRENT OWNER INFORMATION

PARTY TYPE	10-ORIGINAL APPLICANT
NAME	Pickjam LLC
ADDRESS	1101 N Northlake Way, Suite 5 Seattle, WA 98103
ENTITY	16-LTD LIAB CO
CITIZENSHIP	Washington

GOODS AND SERVICES

INTERNATIONAL CLASS	041
DESCRIPTION TEXT	Entertainment services, namely, providing an on-line computer game

GOODS AND SERVICES CLASSIFICATION

INTERNATIONAL CLASS	041	FIRST USE DATE	01/12/2010	FIRST USE IN COMMERCE DATE	01/12/2010	CLASS STATUS	6-ACTIVE
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MISCELLANEOUS INFORMATION/STATEMENTS

CHANGE IN REGISTRATION	NO
DISCLAIMER W/PREDETER TXT	"CASINO"
PSEUDO MARK	DOUBLE DOWN CASINO

PROSECUTION HISTORY

DATE	ENT CD	ENT TYPE	DESCRIPTION	ENT NUM
07/29/2010	CNSA	O	APPROVED FOR PUB - PRINCIPAL REGISTER	011
07/28/2010	TEME	I	TEAS/EMAIL CORRESPONDENCE ENTERED	010
07/28/2010	CRFA	I	CORRESPONDENCE RECEIVED IN LAW OFFICE	009
07/28/2010	TROA	I	TEAS RESPONSE TO OFFICE ACTION RECEIVED	008
06/29/2010	GNRN	O	NOTIFICATION OF NON-FINAL ACTION E-MAILED	007
06/29/2010	GNRT	F	NON-FINAL ACTION E-MAILED	006
06/29/2010	CNRT	R	NON-FINAL ACTION WRITTEN	005
06/23/2010	DOCK	D	ASSIGNED TO EXAMINER	004

03/30/2010	MPMK	O	NOTICE OF PSEUDO MARK MAILED	003
03/29/2010	NWOS	I	NEW APPLICATION OFFICE SUPPLIED DATA ENTERED IN TRAM	002
03/27/2010	NWAP	I	NEW APPLICATION ENTERED IN TRAM	001

CURRENT CORRESPONDENCE INFORMATION

ATTORNEY	Venkat Balasubramani
CORRESPONDENCE ADDRESS	VENKAT BALASUBRAMANI FOCAL PLLC 8426 40TH AVE SW SEATTLE, WA 98136-2350
DOMESTIC REPRESENTATIVE	NONE

DOUBLEDOWN CASINO

Trademark Snap Shot Amendment & Mail Processing Stylesheet
(Table presents the data on Amendment & Mail Processing Complete)

OVERVIEW

SERIAL NUMBER	77967593	FILING DATE	03/24/2010
REG NUMBER	0000000	REG DATE	N/A
REGISTER	PRINCIPAL	MARK TYPE	SERVICE MARK
INTL REG #	N/A	INTL REG DATE	N/A
TM ATTORNEY	CHISOLM, KEVON	L.O. ASSIGNED	103

PUB INFORMATION

RUN DATE	07/29/2010		
PUB DATE	N/A		
STATUS	661-RESPONSE AFTER NON-FINAL-ACTION-ENTERED		
STATUS DATE	07/28/2010		
LITERAL MARK ELEMENT	DOUBLEDOWN CASINO		
DATE ABANDONED	N/A	DATE CANCELLED	N/A
SECTION 2F	NO	SECTION 2F IN PART	NO
SECTION 8	NO	SECTION 8 IN PART	NO
SECTION 15	NO	REPub 12C	N/A
RENEWAL FILED	NO	RENEWAL DATE	N/A
DATE AMEND REG	N/A		

FILING BASIS

FILED BASIS		CURRENT BASIS		AMENDED BASIS	
1 (a)	YES	1 (a)	YES	1 (a)	NO
1 (b)	NO	1 (b)	NO	1 (b)	NO
44D	NO	44D	NO	44D	NO
44E	NO	44E	NO	44E	NO
66A	NO	66A	NO		
NO BASIS	NO	NO BASIS	NO		

MARK DATA

STANDARD CHARACTER MARK	YES
LITERAL MARK ELEMENT	DOUBLEDOWN CASINO

MARK DRAWING CODE	4-STANDARD CHARACTER MARK
COLOR DRAWING FLAG	NO

CURRENT OWNER INFORMATION

PARTY TYPE	10-ORIGINAL APPLICANT
NAME	Pickjam LLC
ADDRESS	1101 N Northlake Way, Suite 5 Seattle, WA 98103
ENTITY	16-LTD LIAB CO
CITIZENSHIP	Washington

GOODS AND SERVICES

INTERNATIONAL CLASS	041
DESCRIPTION TEXT	Entertainment services, namely, providing an on-line computer game

GOODS AND SERVICES CLASSIFICATION

INTERNATIONAL CLASS	041	FIRST USE DATE	01/12/2010	FIRST USE IN COMMERCE DATE	01/12/2010	CLASS STATUS	6-ACTIVE
---------------------	-----	----------------	------------	----------------------------	------------	--------------	----------

MISCELLANEOUS INFORMATION/STATEMENTS

CHANGE IN REGISTRATION	NO
DISCLAIMER W/PREDETER TXT	"CASINO"
PSEUDO MARK	DOUBLE DOWN CASINO

PROSECUTION HISTORY

DATE	ENT CD	ENT TYPE	DESCRIPTION	ENT NUM
07/28/2010	TEME	I	TEAS/EMAIL CORRESPONDENCE ENTERED	010
07/28/2010	CRFA	I	CORRESPONDENCE RECEIVED IN LAW OFFICE	009
07/28/2010	TROA	I	TEAS RESPONSE TO OFFICE ACTION RECEIVED	008
06/29/2010	GNRN	O	NOTIFICATION OF NON-FINAL ACTION E-MAILED	007
06/29/2010	GNRT	F	NON-FINAL ACTION E-MAILED	006
06/29/2010	CNRT	R	NON-FINAL ACTION WRITTEN	005
06/23/2010	DOCK	D	ASSIGNED TO EXAMINER	004
03/30/2010	MPMK	O	NOTICE OF PSEUDO MARK MAILED	003

03/29/2010	NWOS	I	NEW APPLICATION OFFICE SUPPLIED DATA ENTERED IN TRAM	002
03/27/2010	NWAP	I	NEW APPLICATION ENTERED IN TRAM	001

CURRENT CORRESPONDENCE INFORMATION

ATTORNEY	Venkat Balasubramani
CORRESPONDENCE ADDRESS	VENKAT BALASUBRAMANI FOCAL PLLC 8426 40TH AVE SW SEATTLE, WA 98136-2350
DOMESTIC REPRESENTATIVE	NONE

DOUBLEDOWN CASINO

Response to Office Action

The table below presents the data as entered.

Input Field	Entered
SERIAL NUMBER	77967593
LAW OFFICE ASSIGNED	LAW OFFICE 103
MARK SECTION (no change)	
ADDITIONAL STATEMENTS SECTION	
DISCLAIMER	No claim is made to the exclusive right to use "CASINO" apart from the mark as shown.
SIGNATURE SECTION	
RESPONSE SIGNATURE	/vb/
SIGNATORY'S NAME	Venkat Balasubramani
SIGNATORY'S POSITION	Attorney for Applicant
DATE SIGNED	07/28/2010
AUTHORIZED SIGNATORY	YES
FILING INFORMATION SECTION	
SUBMIT DATE	Wed Jul 28 14:42:01 EDT 2010
TEAS STAMP	USPTO/ROA-77.209.175.40-2 0100728144201256866-77967 593-470a08688eb1566629941 b26f410b7cce9-N/A-N/A-201 00728143736437509

Response to Office Action To the Commissioner for Trademarks:

Application serial no. **77967593** has been amended as follows:

ADDITIONAL STATEMENTS

Disclaimer

No claim is made to the exclusive right to use "CASINO" apart from the mark as shown.

SIGNATURE(S)

Response Signature

Signature: /vb/ Date: 07/28/2010

Signatory's Name: Venkat Balasubramani

Signatory's Position: Attorney for Applicant

The signatory has confirmed that he/she is an attorney who is a member in good standing of the bar of the highest court of a U.S. state, which includes the District of Columbia, Puerto Rico, and other federal territories and possessions; and he/she is currently the applicant's attorney or an associate thereof; and to the best of his/her knowledge, if prior to his/her appointment another U.S. attorney or a Canadian attorney/agent not currently associated with his/her company/firm previously represented the applicant in this matter: (1) the applicant has filed or is concurrently filing a signed revocation of or substitute power of attorney with the USPTO; (2) the USPTO has granted the request of the prior representative to withdraw; (3) the applicant has filed a power of attorney appointing him/her in this matter; or (4) the applicant's appointed U.S. attorney or Canadian attorney/agent has filed a power of attorney appointing him/her as an associate attorney in this matter.

Serial Number: 77967593

Internet Transmission Date: Wed Jul 28 14:42:01 EDT 2010

TEAS Stamp: USPTO/ROA-77.209.175.40-2010072814420125

6866-77967593-470a08688eb1566629941b26f4

10b7cce9-N/A-N/A-20100728143736437509

To: Pickjam LLC (venkat@focallaw.com)
Subject: U.S. TRADEMARK APPLICATION NO. 77967593 - DOUBLEDOWN CASINO - N/A
Sent: 6/29/2010 11:22:16 PM
Sent As: ECOM103@USPTO.GOV
Attachments: [Attachment - 1](#)
[Attachment - 2](#)

**UNITED STATES PATENT AND TRADEMARK OFFICE (USPTO)
OFFICE ACTION (OFFICIAL LETTER) ABOUT APPLICANT'S TRADEMARK APPLICATION**

APPLICATION SERIAL NO. 77967593

MARK: DOUBLEDOWN CASINO

77967593

CORRESPONDENT ADDRESS:
VENKAT BALASUBRAMANI
FOCAL PLLC
8426 40TH AVE SW
SEATTLE, WA 98136-2350

CLICK HERE TO RESPOND TO THIS LETTER:
<http://www.uspto.gov/teas/eTEASpageD.htm>

APPLICANT: Pickjam LLC

**CORRESPONDENT'S REFERENCE/DOCKET
NO:**

N/A

CORRESPONDENT E-MAIL ADDRESS:
venkat@focallaw.com

OFFICE ACTION

STRICT DEADLINE TO RESPOND TO THIS LETTER

TO AVOID ABANDONMENT OF APPLICANT'S TRADEMARK APPLICATION, THE USPTO MUST RECEIVE APPLICANT'S COMPLETE RESPONSE TO THIS LETTER **WITHIN 6 MONTHS** OF THE ISSUE/MAILING DATE BELOW.

ISSUE/MAILING DATE: 6/29/2010

TEAS PLUS APPLICANTS MUST SUBMIT DOCUMENTS ELECTRONICALLY OR SUBMIT FEE: Applicants who filed their application online using the reduced-fee TEAS Plus application must continue to submit certain documents online using TEAS, including responses to Office actions. *See* 37 C.F.R. §2.23(a)(1). For a complete list of these documents, see TMEP §819.02(b). In addition, such applicants must accept correspondence from the Office via e-mail throughout the examination process and must maintain a valid e-mail address. 37 C.F.R. §2.23(a)(2); TMEP §§819, 819.02(a). TEAS Plus

applicants who do not meet these requirements must submit an additional fee of \$50 per international class of goods and/or services. 37 C.F.R. §2.6(a)(1)(iv); TMEP §819.04. In appropriate situations and where all issues can be resolved by amendment, responding by telephone to authorize an examiner's amendment will not incur this additional fee.

The referenced application has been reviewed by the assigned trademark examining attorney. Applicant must respond timely and completely to the issue(s) below. 15 U.S.C. §1062(b); 37 C.F.R. §§2.62, 2.65(a); TMEP §§711, 718.03.

SEARCH RESULTS

The Office records have been searched and there are no similar registered or pending marks that would bar registration under Trademark Act Section 2(d), 15 U.S.C. §1052(d). TMEP §704.02.

DISCLAIMER REQUIRED

Applicant must disclaim the descriptive wording "CASINO" apart from the mark as shown because it merely describes a feature of applicant's services, namely, an on-line casino. See 15 U.S.C. §1056(a); TMEP §§1213, 1213.03(a).

CASINO is defined as "a private club, or a room in a club, hotel, or other establishment, where gambling takes place." See *Attached*.

A disclaimer does not physically remove the disclaimed matter from the mark, but rather is a written statement that applicant does not claim exclusive rights to the disclaimed wording and/or design separate and apart from the mark as shown in the drawing. TMEP §§1213, 1213.10.

The computerized printing format for the Office's *Trademark Official Gazette* requires a standardized format for a disclaimer. TMEP §1213.08(a)(i). The following is the standard format used by the Office:

No claim is made to the exclusive right to use "CASINO" apart from the mark as shown.

TMEP §1213.08(a)(i); see *In re Owatonna Tool Co.*, 231 USPQ 493 (Comm'r Pats. 1983).

Applicant is encouraged to telephone the assigned trademark examining attorney to resolve the issues raised in this Office action.

If the applicant has any questions or needs assistance in responding to this Office action, please telephone the assigned examining attorney.

/Kevon L. Chisolm/
Trademark Attorney
Law Office 103
(571)-272-9270

TO RESPOND TO THIS LETTER: Use the Trademark Electronic Application System (TEAS) response form at <http://teasroa.uspto.gov/roa/>. Please wait 48-72 hours from the issue/ mailing date before using TEAS, to allow for necessary system updates of the application. For *technical* assistance with

online forms, e-mail TEAS@uspto.gov.

WHO MUST SIGN THE RESPONSE: It must be personally signed by (1) an individual applicant; (2) someone with legal authority to bind applicant (i.e., a corporate officer, a general partner, all joint applicants); or (3) an authorized attorney, if one is appointed to represent applicant.

PERIODICALLY CHECK THE STATUS OF THE APPLICATION: To ensure that applicant does not miss crucial deadlines or official notices, check the status of the application every three to four months using Trademark Applications and Registrations Retrieval (TARR) at <http://tarr.uspto.gov/>. Please keep a copy of the complete TARR screen. If TARR shows no change for more than six months, call 1-800-786-9199. For more information on checking status, see <http://www.uspto.gov/trademarks/process/status/>.

TO UPDATE CORRESPONDENCE/E-MAIL ADDRESS: Use the TEAS form at <http://www.uspto.gov/teas/eTEASpageE.htm>.

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It's a no-brainer.

Samsung Reclaim™



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Get it now

Online only offer.
Free shipping and activation.



Replay

encarta greeting cards

MSN home Mail My MSN



Dictionary

Find

casino

in

Dictionary

Dictionary

Thesaurus

Translations

A B C D E F G H I J K L M N O P Q R S T U V W X Y Z



- cashier's check
- cashless
- cashless society
- cashmere
- cashpoint
- Casimir force

casino



ca·si·no [kə seēnō] (*plural* ca·si·nos)

Advertisement

Connect five
Wi-Fi devices at
once with the
password-protected
Overdrive™ 3G/4G
Mobile Hotspot.



\$49.99

Get it now

Online only price. 4G available
in over 30 markets and counting.

Replay



- casing
- Casino
- ▶ **casino**
- cask
- casket
- Caspian strip
- Casper
- Caspian Sea
- casque
- Cassandra
- cassareep

noun

Definition:

1. gambling establishment: a private club, or a room in a club, hotel, or other establishment, where gambling takes place

2. point-scoring card game: a point-scoring card game in which players combine cards exposed on the table with cards in their hands, with the 10 of diamonds being the highest-valued card

Also available:

- [World English Dictionary](#)
- [Dictionnaire Franais](#)

[Mid-18th century. < Italian, "small house" < Latin *casa* "house"]

Encarta® World English Dictionary [North American Edition] © & (P)2009 Microsoft Corporation. All rights reserved. Developed for Microsoft by Bloomsbury Publishing Plc.

To: Pickjam LLC (venkat@focallaw.com)
Subject: U.S. TRADEMARK APPLICATION NO. 77967593 - DOUBLEDOWN CASINO - N/A
Sent: 6/29/2010 11:22:21 PM
Sent As: ECOM103@USPTO.GOV
Attachments:

IMPORTANT NOTICE REGARDING YOUR TRADEMARK APPLICATION

Your trademark application (Serial No. 77967593) has been reviewed. The examining attorney assigned by the United States Patent and Trademark Office (“USPTO”) has written a letter (an “Office action”) on 6/29/2010 to which you must respond (*unless the Office letter specifically states that no response is required*). Please follow these steps:

1. **Read** the Office letter by clicking on this **link** http://tmportal.uspto.gov/external/portal/tow?DDA=Y&serial_number=77967593&doc_type=OOA& OR go to <http://tmportal.uspto.gov/external/portal/tow> and enter your serial number to access the Office letter. If you have difficulty accessing the Office letter, contact TDR@uspto.gov.

PLEASE NOTE: The Office letter may not be immediately available but will be viewable within 24 hours of this e-mail notification.

2. **Contact** the examining attorney who reviewed your application if you have any questions about the content of the Office letter (contact information appears at the end thereof).

3. **Respond** within 6 months, calculated from 6/29/2010 (*or sooner if specified in the Office letter*), using the Trademark Electronic Application System (TEAS) **Response to Office Action form**. If you have difficulty using TEAS, contact TEAS@uspto.gov.

ALERT:

Failure to file any required response by the applicable deadline will result in the ABANDONMENT (loss) of your application.

Do NOT hit “Reply” to this e-mail notification, or otherwise attempt to e-mail your response, as the USPTO does NOT accept e-mailed responses.

*** User:kchisolm ***

#	Total Marks	Dead Marks	Live Viewed Docs	Live Viewed Images	Status/Search Duration	Search
01	1	N/A	0	0	0:02	"DOUBLEDOWN CASINO"[bi,ti]
02	4466	N/A	0	0	0:01	*DOUBLE*[bi,ti]
03	5771	N/A	0	0	0:01	*DOWN*[bi,ti]
04	43	29	14	10	0:01	2 and 3
05	2289	N/A	0	0	0:01	*casino*[bi,ti]
06	1185	N/A	0	0	0:01	5 and ("041" or a or b or 200)[ic]
07	34102	N/A	0	0	0:04	"computer game"[gs]
08	25	14	11	10	0:01	6 and 7
09	11	N/A	0	0	0:02	"computer games"[bi,ti]
10	18887	N/A	0	0	0:02	"computer games"[gs]
11	38	20	17	15	0:01	5 and 10

Session started 6/29/2010 10:51:47 PM

Session finished 6/29/2010 11:00:05 PM

Total search duration 0 minutes 17 seconds

Session duration 8 minutes 18 seconds

Default NEAR limit=1ADJ limit=1

Sent to TICRS as Serial Number: 77967593

From: TMDesignCodeComments
Sent: Tuesday, March 30, 2010 00:16 AM
To: venkat@focallaw.com
Subject: Notice of Pseudo Mark for Serial Number: 77967593

**ATTORNEY REFERENCE
NUMBER:**

The USPTO may assign pseudo marks, as appropriate, to new applications to assist in searching the USPTO database for conflicting marks. They have no legal significance and will not appear on the registration certificate.

A PSEUDO MARK may be assigned to marks that include words, numbers, compound words, symbols, or acronyms that can have alternative spellings or meanings. For example, if the mark comprises the words 'YOU ARE' surrounded by a design of a box, the pseudo mark field in the USPTO database would display the mark as 'YOU ARE SQUARE'. A mark filed as 'URGR8' would receive a pseudo mark of 'YOU ARE GREAT'.

Response to this notice is not required; however, to suggest additions or changes to the pseudo mark assigned to your mark, please e-mail TMDesignCodeComments@USPTO.GOV. You **must** reference your application serial number within your request. The USPTO will review the proposal and update the record, if appropriate. For questions, please call 1-800-786-9199 to speak to a Customer Service representative.

The USPTO will not send any further response to your e-mail. Check TESS in approximately two weeks to see if the requested changes have been entered. Requests deemed unnecessary or inappropriate will not be entered.

Pseudo marks assigned to the referenced serial number are listed below.

DOUBLEDOWN CASINO



Play the Best BlackJack Game



Greg Enell

Boss



\$3,981,842

B 21/30

389

Play Now

My Account

Invite Friends

How to Play

Win Prizes

Players Club

Earn Chips

Buy Chips



FRIENDS IN CASINO

0 Friends

View



LEVEL 13 Boss

19498

20000



BADGES

21/30



YOUR ACCOUNT

3,981,842

Get Chips!

Party Table 3

MIN BET: \$5
MAX BET: \$100

STAND 16

Jimboy D



GET \$1,000

STAND 14

Leroy S



GET \$50

GET \$50

James T



\$300

Margaret B



GET \$500

Michael P



Ken K



GET \$1,000

Back to Game Lobby

SINGLE DECK
BLACKJACK PAYS 3 TO 2
DEALER HITS SOFT 17
INSURANCE PAYS 2 TO 1

SAT OUT HAND

Push

MORE CHIPS

Get \$50,000

BUY CHIPS

Chips for only \$8

...Other Packages Available Too!

BUY CHIPS

EARN CHIPS

WIN PRIZES

100 USES ONLY \$5

See the Dealer's Hole Card

GET NOW

Say It

SIT HERE

Choose a place to sit at the table by clicking the "Sit Here" square on the table above.

Stand Up

Game Lobby

Go to Casino

Dealer Chat:

Chips: \$0

Dealer turned over a Nine of hearts
Jimboy D stood
Jimboy D hit on a 12 and has 16
Jimboy D hit on a 4 and has 12

Blackjack Leaderboard - All Players

You are ranked #5

Trademark/Service Mark Application, Principal Register

TEAS Plus Application

Serial Number: 77967593

Filing Date: 03/24/2010

*NOTE: Data fields with the * are mandatory under TEAS Plus. The wording "(if applicable)" appears where the field is only mandatory under the facts of the particular application.*

The table below presents the data as entered.

Input Field	Entered
TEAS Plus	YES
MARK INFORMATION	
*MARK	DOUBLEDOWN CASINO
*STANDARD CHARACTERS	YES
USPTO-GENERATED IMAGE	YES
LITERAL ELEMENT	DOUBLEDOWN CASINO
*MARK STATEMENT	The mark consists of standard characters, without claim to any particular font, style, size, or color.
REGISTER	Principal
APPLICANT INFORMATION	
*OWNER OF MARK	Pickjam LLC
*STREET	1101 N Northlake Way, Suite 5
*CITY	Seattle
*STATE (Required for U.S. applicants)	Washington
*COUNTRY	United States
*ZIP/POSTAL CODE (Required for U.S. applicants only)	98103
LEGAL ENTITY INFORMATION	
*TYPE	LIMITED LIABILITY COMPANY

* STATE/COUNTRY WHERE LEGALLY ORGANIZED	Washington
GOODS AND/OR SERVICES AND BASIS INFORMATION	
* INTERNATIONAL CLASS	041
IDENTIFICATION	Entertainment services, namely, providing an on-line computer game
* FILING BASIS	SECTION 1(a)
FIRST USE ANYWHERE DATE	At least as early as 01/12/2010
FIRST USE IN COMMERCE DATE	At least as early as 01/12/2010
SPECIMEN FILE NAME(S)	\\TICRS\EXPORT9\IMAGEOUT9\779\675\77967593\xml1\FT K0003.JPG
SPECIMEN DESCRIPTION	screen shot of on-line game
ADDITIONAL STATEMENTS INFORMATION	
*TRANSLATION (if applicable)	
*TRANSLITERATION (if applicable)	
*CLAIMED PRIOR REGISTRATION (if applicable)	
*CONSENT (NAME/LIKENESS) (if applicable)	
*CONCURRENT USE CLAIM (if applicable)	
ATTORNEY INFORMATION	
NAME	Venkat Balasubramani
FIRM NAME	Focal PLLC
STREET	8426 40th Ave SW
CITY	Seattle
STATE	Washington
COUNTRY	United States
ZIP/POSTAL CODE	98136-3966
PHONE	(206) 529-4827
EMAIL ADDRESS	venkat@focallaw.com
AUTHORIZED TO COMMUNICATE VIA EMAIL	Yes

OTHER APPOINTED ATTORNEY	Nathan Webb
CORRESPONDENCE INFORMATION	
*NAME	Venkat Balasubramani
FIRM NAME	Focal PLLC
*STREET	8426 40th Ave SW
*CITY	Seattle
*STATE (Required for U.S. applicants)	Washington
*COUNTRY	United States
*ZIP/POSTAL CODE	98136-3966
PHONE	(206) 529-4827
*EMAIL ADDRESS	venkat@focallaw.com
*AUTHORIZED TO COMMUNICATE VIA EMAIL	Yes
FEE INFORMATION	
NUMBER OF CLASSES	1
FEE PER CLASS	275
*TOTAL FEE PAID	275
SIGNATURE INFORMATION	
* SIGNATURE	/Venkat Balasubramani/
* SIGNATORY'S NAME	Venkat Balasubramani
* SIGNATORY'S POSITION	Attorney of record, Washington bar member
* DATE SIGNED	03/24/2010

Trademark/Service Mark Application, Principal Register

TEAS Plus Application

Serial Number: 77967593

Filing Date: 03/24/2010

To the Commissioner for Trademarks:

MARK: DOUBLEDOWN CASINO (Standard Characters, see [mark](#))

The literal element of the mark consists of DOUBLEDOWN CASINO.

The mark consists of standard characters, without claim to any particular font, style, size, or color.

The applicant, Pickjam LLC, a limited liability company legally organized under the laws of Washington, having an address of

1101 N Northlake Way, Suite 5

Seattle, Washington 98103

United States

requests registration of the trademark/service mark identified above in the United States Patent and Trademark Office on the Principal Register established by the Act of July 5, 1946 (15 U.S.C. Section 1051 et seq.), as amended, for the following:

For specific filing basis information for each item, you must view the display within the Input Table.

International Class 041: Entertainment services, namely, providing an on-line computer game

In International Class 041, the mark was first used at least as early as 01/12/2010, and first used in commerce at least as early as 01/12/2010, and is now in use in such commerce. The applicant is submitting one specimen(s) showing the mark as used in commerce on or in connection with any item in the class of listed goods and/or services, consisting of a(n) screen shot of on-line game.

[Specimen File 1](#)

The applicant's current Attorney Information:

Venkat Balasubramani and Nathan Webb of Focal PLLC

8426 40th Ave SW

Seattle, Washington 98136-3966

United States

The applicant's current Correspondence Information:

Venkat Balasubramani

Focal PLLC
8426 40th Ave SW
Seattle, Washington 98136-3966
(206) 529-4827(phone)
venkat@focallaw.com (authorized)

A fee payment in the amount of \$275 has been submitted with the application, representing payment for 1 class(es).

Declaration

The undersigned, being hereby warned that willful false statements and the like so made are punishable by fine or imprisonment, or both, under 18 U.S.C. Section 1001, and that such willful false statements, and the like, may jeopardize the validity of the application or any resulting registration, declares that he/she is properly authorized to execute this application on behalf of the applicant; he/she believes the applicant to be the owner of the trademark/service mark sought to be registered, or, if the application is being filed under 15 U.S.C. Section 1051(b), he/she believes applicant to be entitled to use such mark in commerce; to the best of his/her knowledge and belief no other person, firm, corporation, or association has the right to use the mark in commerce, either in the identical form thereof or in such near resemblance thereto as to be likely, when used on or in connection with the goods/services of such other person, to cause confusion, or to cause mistake, or to deceive; and that all statements made of his/her own knowledge are true; and that all statements made on information and belief are believed to be true.

Signature: /Venkat Balasubramani/ Date Signed: 03/24/2010
Signatory's Name: Venkat Balasubramani
Signatory's Position: Attorney of record, Washington bar member

RAM Sale Number: 3813
RAM Accounting Date: 03/25/2010

Serial Number: 77967593
Internet Transmission Date: Wed Mar 24 17:23:15 EDT 2010
TEAS Stamp: USPTO/FTK-24.17.244.233-2010032417231567
1370-77967593-4607132f089fe4e7b8449e4a06
cfc1251f-CC-3813-20100324162914010299

DOUBLEDOWN CASINO



Play the Best BlackJack Game



Greg Enell

Boss



\$3,981,842

B 21/30

389

Play Now

My Account

Invite Friends

How to Play

Win Prizes

Players Club

Earn Chips

Buy Chips



FRIENDS IN CASINO

0 Friends

View



LEVEL 13 Boss

19498 20000



BADGES 21/30



YOUR ACCOUNT

3,981,842

Get Chips!

Party Table 3

MIN BET: \$5
MAX BET: \$100

STAND 16

Jimboy D



\$1,000

STAND 14

Leroy S



\$50

\$50



\$300



\$500

Michael P



Ken K



\$1,000

See the Dealer's Hole Card

GET NOW

MORE CHIPS

Get \$50,000

BUY CHIPS Chips for only \$8
...Other Packages Available Too!

BUY CHIPS EARN CHIPS WIN PRIZES

Text input field

Say It

Text input field

SIT HERE

Choose a place to sit at the table by clicking the "Sit Here" square on the table above.

Stand Up

Game Lobby

Go to Casino

Dealer Chat:

Chips: \$0

Dealer turned over a Nine of hearts
Jimboy D stood
Jimboy D hit on a 12 and has 16
Jimboy D hit on a 4 and has 12

Blackjack Leaderboard - All Players

You are ranked #5

Exhibit 6



United States Patent and Trademark Office

Home | Site Index | Search | Guides | Contacts | eBusiness | eBiz alerts | News | Help



Assignments on the Web > Trademark Query

Trademark Assignment Abstract of Title

Total Assignments: 3

Serial #: [77967593](#)

Filing Dt: 03/24/2010

Reg #: [3885409](#)

Reg. Dt: 12/07/2010

Registrant: Pickjam LLC

Mark: DOUBLEDOWN CASINO

Assignment: 1

Reel/Frame: [4639/0960](#)

Recorded: 10/11/2011

Pages: 5

Conveyance: ASSIGNS THE ENTIRE INTEREST

Assignor: [PICKJAM LLC](#)

Exec Dt: 10/01/2010

Entity Type: LTD LIAB JT ST CO

Citizenship: WASHINGTON

Entity Type: INDIVIDUAL

Citizenship: UNITED STATES

Assignees: [ENELL, GREGORY](#)

1101 N. NORTHLAKE WAY
SUITE 5
SEATTLE, WASHINGTON 98103

[DUBOIS, COOPER](#)

1101 N. NORTHLAKE WAY
SUITE 5
SEATTLE, WASHINGTON 98103

[WILBURN, SCOTT](#)

1101 N. NORTHLAKE WAY
SUITE 5
SEATTLE, WASHINGTON 98103

[ERICKSON, RON](#)

1101 N. NORTHLAKE WAY
SUITE 5
SEATTLE, WASHINGTON 98103

Entity Type: INDIVIDUAL

Citizenship: UNITED STATES

Entity Type: INDIVIDUAL

Citizenship: UNITED STATES

Entity Type: INDIVIDUAL

Citizenship: UNITED STATES

Correspondent: SEAN M. MCCHESENEY

800 FIFTH AVENUE
SUITE 4100
SEATTLE, WA 98104

Assignment: 2

Reel/Frame: [4639/0965](#)

Recorded: 10/11/2011

Pages: 5

Conveyance: ASSIGNS THE ENTIRE INTEREST

Assignors: [ENELL, GREGORY](#)

Exec Dt: 10/01/2010

Entity Type: INDIVIDUAL

Citizenship: UNITED STATES

[DUBOIS, COOPER](#)

Exec Dt: 10/01/2010

Entity Type: INDIVIDUAL

Citizenship: UNITED STATES

[WILBURN, SCOTT](#)

Exec Dt: 10/01/2010

Entity Type: INDIVIDUAL

Citizenship: UNITED STATES

[ERICKSON, RON](#)

Exec Dt: 10/01/2010

Entity Type: INDIVIDUAL

Assignee: [DOUBLE DOWN INTERACTIVE LLC](#)

1101 N. NORTHLAKE WAY
SUITE 200
SEATTLE, WASHINGTON 98103

Correspondent: SEAN M. MCCHESENEY

800 FIFTH AVENUE
SUITE 4100
SEATTLE, WA 98104

Assignment: 3

Reel/Frame: [5347/0583](#)

Recorded: 08/19/2014

Pages: 3

Conveyance: ASSIGNS THE ENTIRE INTEREST

Assignor: [DOUBLE DOWN INTERACTIVE, LLC](#)

Exec Dt: 08/13/2014

Entity Type: LIMITED LIABILITY COMPANY

Citizenship: WASHINGTON

Assignee: [IGI](#)

9295 PROTOTYPE DRIVE
RENO, NEVADA 89521-8986

Entity Type: CORPORATION

Citizenship: NEVADA

Correspondent: DAVID L. BERDAN

9295 PROTOTYPE DRIVE
TRADEMARK DEPARTMENT
RENO, NV 89521-8986

Search Results as of: 07/02/2015 01:52 PM

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Web interface last modified: July 25, 2014 v.2.5

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Trademark Assignment Details

Reel/Frame: [4639/0960](#)[View Recorded Assignment](#)

Pages: 5

Recorded: 10/11/2011

Conveyance: ASSIGNS THE ENTIRE INTEREST

Total properties: 1

1 **Serial #:** [77967593](#) **Filing Dt:** 03/24/2010 **Reg #:** [3885409](#) **Reg. Dt:** 12/07/2010
Mark: DOUBLEDOWN CASINO

Assignor

1 [PICKJAM LLC](#)**Exec Dt:** 10/01/2010**Entity Type:** LTD LIAB JT ST CO**Citizenship:** WASHINGTON

Assignees

1 [ENELL, GREGORY](#)1101 N. NORTHLAKE WAY
SUITE 5
SEATTLE, WASHINGTON 98103**Entity Type:** INDIVIDUAL**Citizenship:** UNITED STATES2 [DUBOIS, COOPER](#)1101 N. NORTHLAKE WAY
SUITE 5
SEATTLE, WASHINGTON 98103**Entity Type:** INDIVIDUAL**Citizenship:** UNITED STATES3 [WILBURN, SCOTT](#)1101 N. NORTHLAKE WAY
SUITE 5
SEATTLE, WASHINGTON 98103**Entity Type:** INDIVIDUAL**Citizenship:** UNITED STATES4 [ERICKSON, RON](#)1101 N. NORTHLAKE WAY
SUITE 5
SEATTLE, WASHINGTON 98103**Entity Type:** INDIVIDUAL**Citizenship:** UNITED STATES

Correspondence name and address

SEAN M. MCCHESENEY
800 FIFTH AVENUE
SUITE 4100
SEATTLE, WA 98104

Search Results as of: 07/02/2015 01:53 PM

If you have any comments or questions concerning the data displayed, contact PRD / Assignments at 571-272-3350. v.2.5
Web interface last modified: July 25, 2014 v.2.5[.HOME](#) | [INDEX](#) | [SEARCH](#) | [eBUSINESS](#) | [CONTACT US](#) | [PRIVACY STATEMENT](#)

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Pickjam LLC		10/01/2010	LTD LIAB JT ST CO: WASHINGTON

RECEIVING PARTY DATA

Name:	Gregory Enell
Street Address:	1101 N. Northlake Way
Internal Address:	Suite 5
City:	Seattle
State/Country:	WASHINGTON
Postal Code:	98103
Entity Type:	INDIVIDUAL: UNITED STATES

Name:	Cooper Dubois
Street Address:	1101 N. Northlake Way
Internal Address:	Suite 5
City:	Seattle
State/Country:	WASHINGTON
Postal Code:	98103
Entity Type:	INDIVIDUAL: UNITED STATES

Name:	Scott Wilburn
Street Address:	1101 N. Northlake Way
Internal Address:	Suite 5
City:	Seattle
State/Country:	WASHINGTON
Postal Code:	98103
Entity Type:	INDIVIDUAL: UNITED STATES

Name:	Ron Erickson
--------------	--------------

OP \$40.00 77967593

Street Address:	1101 N. Northlake Way
Internal Address:	Suite 5
City:	Seattle
State/Country:	WASHINGTON
Postal Code:	98103
Entity Type:	INDIVIDUAL: UNITED STATES

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	77967593	DOUBLEDOWN CASINO

CORRESPONDENCE DATA

Fax Number: (206)299-0477
Phone: 2066173040
Email: sean@focallaw.com
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Correspondent Name: Sean M. McChesney
Address Line 1: 800 Fifth Avenue
Address Line 2: Suite 4100
Address Line 4: Seattle, WASHINGTON 98104

NAME OF SUBMITTER:	Sean M. McChesney
Signature:	/smm/
Date:	10/11/2011

Total Attachments: 3
source=DOUBLDEOWN CASINO Assignment - Pickjam LLC to 4 Individuals#page1.tif
source=DOUBLDEOWN CASINO Assignment - Pickjam LLC to 4 Individuals#page2.tif
source=DOUBLDEOWN CASINO Assignment - Pickjam LLC to 4 Individuals#page3.tif

TECHNOLOGY ASSIGNMENT AGREEMENT

THIS TECHNOLOGY ASSIGNMENT AGREEMENT (the "Agreement") is made and entered into this 1st day of October, 2010, by and between Pickjam LLC, (the "Assignor") and the individuals listed on the signature page to this Agreement (each an "Assignee" and collectively the "Assignees"). The parties hereto agree as follows:

AGREEMENT

1. Assignor hereby irrevocably distributes, assigns, sells, transfers and conveys to the Assignees all right, title and interest, on a worldwide basis, in and to the business plan for the "DoubleDown Casino," which currently operates on Facebook at <http://apps.facebook.com/doubledowncasino>, including proprietary information, business and commercial rights and interests such as user names and data, source code, art, U.S. Trademark Application Serial No. 77967593 for the word mark "Doubledown Casino," trade secrets and other intellectual property that comprises the DoubleDown Casino (collectively, the "Double Down Casino Asset") and all applicable intellectual property rights, on a worldwide basis, related thereto, including, without limitation, copyrights, trademarks, trade secrets, patents, patent applications, moral rights, contract and licensing rights (the "Property").
2. Assignees agree that the Property shall be held and maintained at all times indivisible as among the Assignees.
3. Upon each request by the Assignees, without additional consideration, Assignor agrees to promptly execute documents, testify and take other acts at the Assignees's expense as the Assignees may deem necessary or desirable to procure, maintain, perfect, and enforce the full benefits, enjoyment, rights, title and interest, on a worldwide basis of the Property assigned hereunder, and render all necessary assistance in making application for and obtaining original, divisional, renewal, or reissued utility and design patents, copyrights, mask works, trademarks, trade secrets, and all other technology and intellectual property rights throughout the world related to any of the Property, in the Assignees's name and for its benefit. In the event the Assignees is unable for any reason, after reasonable effort, to secure Assignor's signature on any document needed in connection with the actions specified herein, Assignor hereby irrevocably designates and appoints the Assignees and its duly authorized officers and agents as its agent and attorney in fact, which appointment is coupled with an interest, to act for and in its behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of this paragraph with the same legal force and effect as if executed by Assignor. Assignor hereby waives and quitclaims to the Assignees any and all claims, of any nature whatsoever, which Assignor now or may hereafter have for infringement of any Property assigned hereunder.
4. Assignor further agrees to deliver to the Assignees upon execution of this Agreement any and all tangible manifestations of the Property, including, without limitation, all notes, records, files and tangible items of any sort in its possession or under

its control relating to the Property. Such delivery shall include all present and predecessor versions. In addition, Assignor agrees to provide to the Assignees from and after the execution of this Agreement and at the expense of the Assignees competent and knowledgeable assistance to facilitate the transfer of all information, know-how, techniques, processes and the like related to such tangible manifestation and otherwise comprising the intangible aspects of the Property.

5. Assignor represents and warrants to the Assignees that (a) Assignor is the sole owner of the Property and has full and exclusive right to assign the rights assigned herein, (b) Assignor has full right and power to enter into and perform this Agreement without the consent of any third party, (c) all of the Property is free and clear of all claims, liens, encumbrances and the like of any nature whatsoever, (d) the Property is an original work of Assignor, (e) none of the Property infringes, conflicts with or violates any patent or other intellectual property right of any kind (including, without limitation, any trade secret) or similar rights of any third party, (f) Assignor was not acting within the scope of employment or other service arrangements with any third party when conceiving, creating or otherwise performing any activity with respect to the Property, (g) the execution, delivery and performance of this Agreement does not conflict with, constitute a breach of, or in any way violate any arrangement, understanding or agreement to which Assignor is a party or by which Assignor is bound, and (h) Assignor has maintained the Property in confidence and has not granted, directly or indirectly, any rights or interest whatsoever in the Property to any third party.

6. Assignor further represents and warrants to the Assignees that no claim, whether or not embodied in an action past or present, of any infringement, of any conflict with, or of any violation of any patent, trade secret or other intellectual property right or similar right, has been made or is pending or threatened against Assignor relative to the Property. Assignor agrees to promptly inform the Assignees of any such claim arising or threatened in the future with respect to the Property or any part thereof.

7. Assignor will indemnify and hold harmless the Assignees, from any and all claims, losses, liabilities, damages, expenses and costs (including attorneys' fees and court costs) which result from a breach or alleged breach of any representation or warranty of Assignor (a "Claim") set forth in this Agreement, provided that the Assignees gives Assignor written notice of any such Claim and Assignor has the right to participate in the defense of any such Claim at its expense.

8. This Agreement and the Exhibits attached hereto constitute the entire, complete, final and exclusive understanding and agreement of the parties hereto with respect to the subject matter hereof, and supersedes any other prior or contemporaneous oral understanding or agreement or any other prior written agreement. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing and signed by the parties hereto.

9. This Agreement will be governed and construed in accordance with the laws of the State of Washington as applied to transactions taking place wholly within Washington between Washington residents. Assignor hereby expressly consents to the

personal jurisdiction of the state and federal courts located in King County, Washington for any lawsuit filed there against Assignor by the Assignees arising from or related to this Agreement.

10. If any provision of this Agreement is found invalid or unenforceable, in whole or in part, the remaining provisions and partially enforceable provisions will, nevertheless, be binding and enforceable.

11. Failure by either party to exercise any of its rights hereunder shall not constitute or be deemed a waiver or forfeiture of such rights.

12. The provisions hereof shall inure to the benefit of, and be binding upon, the successors, assigns, heirs, executors and administrators of the parties hereto.

IN WITNESS WHEREOF, the undersigned have executed this TECHNOLOGY ASSIGNMENT AGREEMENT as of the date set forth above.

PICKJAM LLC

REDACTED

Name: Greg Enell
Title: Manager

ASSIGNEES:

REDACTED

Gregory Enell

Cooper Dubois

REDACTED

Scott Wilburn

Ron Erickson



United States Patent and Trademark Office

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Trademark Assignment Details

Reel/Frame: [4639/0965](#)[View Recorded Assignment](#)

Pages: 5

Recorded: 10/11/2011

Conveyance: ASSIGNS THE ENTIRE INTEREST

Total properties: 1

1 **Serial #:** [77967593](#) **Filing Dt:** 03/24/2010 **Reg #:** [3885409](#) **Reg. Dt:** 12/07/2010
Mark: DOUBLEDOWN CASINO

Assignors

1 [ENELL, GREGORY](#)**Exec Dt:** 10/01/2010**Entity Type:** INDIVIDUAL**Citizenship:** UNITED STATES2 [DUBOIS, COOPER](#)**Exec Dt:** 10/01/2010**Entity Type:** INDIVIDUAL**Citizenship:** UNITED STATES3 [WILBURN, SCOTT](#)**Exec Dt:** 10/01/2010**Entity Type:** INDIVIDUAL**Citizenship:** UNITED STATES4 [ERICKSON, RON](#)**Exec Dt:** 10/01/2010**Entity Type:** INDIVIDUAL**Citizenship:** UNITED STATES

Assignee

1 [DOUBLE DOWN INTERACTIVE LLC](#)

1101 N. NORTHLAKE WAY

SUITE 200

SEATTLE, WASHINGTON 98103

Entity Type: LIMITED LIABILITY COMPANY**Citizenship:** WASHINGTON

Correspondence name and address

SEAN M. MCCHESENEY

800 FIFTH AVENUE

SUITE 4100

SEATTLE, WA 98104

Search Results as of: 07/02/2015 01:59 PM

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 Web interface last modified: July 25, 2014 v.2.5

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TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT																				
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL																				
CONVEYING PARTY DATA																					
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:30%;">Name</th> <th style="width:30%;">Formerly</th> <th style="width:15%;">Execution Date</th> <th style="width:25%;">Entity Type</th> </tr> </thead> <tbody> <tr> <td>Gregory Enell</td> <td></td> <td>10/01/2010</td> <td>INDIVIDUAL: UNITED STATES</td> </tr> <tr> <td>Cooper Dubois</td> <td></td> <td>10/01/2010</td> <td>INDIVIDUAL: UNITED STATES</td> </tr> <tr> <td>Scott Wilburn</td> <td></td> <td>10/01/2010</td> <td>INDIVIDUAL: UNITED STATES</td> </tr> <tr> <td>Ron Erickson</td> <td></td> <td>10/01/2010</td> <td>INDIVIDUAL: UNITED STATES</td> </tr> </tbody> </table>		Name	Formerly	Execution Date	Entity Type	Gregory Enell		10/01/2010	INDIVIDUAL: UNITED STATES	Cooper Dubois		10/01/2010	INDIVIDUAL: UNITED STATES	Scott Wilburn		10/01/2010	INDIVIDUAL: UNITED STATES	Ron Erickson		10/01/2010	INDIVIDUAL: UNITED STATES
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Scott Wilburn		10/01/2010	INDIVIDUAL: UNITED STATES																		
Ron Erickson		10/01/2010	INDIVIDUAL: UNITED STATES																		
RECEIVING PARTY DATA																					
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:20%;">Name:</td> <td>Double Down Interactive LLC</td> </tr> <tr> <td>Street Address:</td> <td>1101 N. Northlake Way</td> </tr> <tr> <td>Internal Address:</td> <td>Suite 200</td> </tr> <tr> <td>City:</td> <td>Seattle</td> </tr> <tr> <td>State/Country:</td> <td>WASHINGTON</td> </tr> <tr> <td>Postal Code:</td> <td>98103</td> </tr> <tr> <td>Entity Type:</td> <td>LIMITED LIABILITY COMPANY: WASHINGTON</td> </tr> </table>		Name:	Double Down Interactive LLC	Street Address:	1101 N. Northlake Way	Internal Address:	Suite 200	City:	Seattle	State/Country:	WASHINGTON	Postal Code:	98103	Entity Type:	LIMITED LIABILITY COMPANY: WASHINGTON						
Name:	Double Down Interactive LLC																				
Street Address:	1101 N. Northlake Way																				
Internal Address:	Suite 200																				
City:	Seattle																				
State/Country:	WASHINGTON																				
Postal Code:	98103																				
Entity Type:	LIMITED LIABILITY COMPANY: WASHINGTON																				
PROPERTY NUMBERS Total: 1																					
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Property Type	Number	Word Mark																			
Serial Number:	77967593	DOUBLEDOWN CASINO																			
CORRESPONDENCE DATA																					
<p>Fax Number: (206)299-0477 Phone: 2066173040 Email: sean@focallaw.com <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i></p> <p>Correspondent Name: Sean M. McChesney Address Line 1: 800 Fifth Avenue Address Line 2: Suite 4100 Address Line 4: Seattle, WASHINGTON 98104</p>																					
NAME OF SUBMITTER:	Sean M. McChesney																				

OP \$40.00 77967593

900204381

TRADEMARK
REEL: 004639 FRAME: 0965

Signature:	/smm/
Date:	10/11/2011
Total Attachments: 3 source=DOUBLEDOWN CASINO Assignment - 4 Individuals to DoubleDown LLC#page1.tif source=DOUBLEDOWN CASINO Assignment - 4 Individuals to DoubleDown LLC#page2.tif source=DOUBLEDOWN CASINO Assignment - 4 Individuals to DoubleDown LLC#page3.tif	

TECHNOLOGY ASSIGNMENT AGREEMENT

THIS TECHNOLOGY ASSIGNMENT AGREEMENT (the "Agreement") is made and entered into this 1st day of October, 2010, by and between Greg Enell, Cooper Dubois, Scott Wilburn and Ron Erickson (each an "Assignor" and collectively the "Assignors") and Double Down Interactive LLC, a Washington limited liability company (the "Company"). The parties hereto agree as follows:

AGREEMENT

1. Assignors hereby irrevocably assigns, sells, transfers and conveys to the Company all right, title and interest, on a worldwide basis, in and to the business plan for the "DoubleDown Casino," which currently operates on Facebook at <http://apps.facebook.com/doubledowncasino>, including proprietary information, business and commercial rights and interests such as user names and data, source code, art, U.S. Trademark Application Serial No. 77967593 for the word mark "Doubledown Casino," trade secrets and other intellectual property that comprises the DoubleDown Casino (collectively, the "Double Down Casino Asset") and all applicable intellectual property rights, on a worldwide basis, related thereto, including, without limitation, copyrights, trademarks, trade secrets, patents, patent applications, moral rights, contract and licensing rights (the "Property"). In partial consideration for transfer of the Property, the Company shall grant to Assignors Class A Units in the Company (the "Payment") pursuant to the Operating Agreement of the Company. Each Assignor hereby acknowledges that he retains no right to use the Property and agrees not to challenge the validity of the Company's ownership of the Property.

2. Upon each request by the Company, without additional consideration, each Assignor agrees to promptly execute documents, testify and take other acts at the Company's expense as the Company may deem necessary or desirable to procure, maintain, perfect, and enforce the full benefits, enjoyment, rights, title and interest, on a worldwide basis of the Property assigned hereunder, and render all necessary assistance in making application for and obtaining original, divisional, renewal, or reissued utility and design patents, copyrights, mask works, trademarks, trade secrets, and all other technology and intellectual property rights throughout the world related to any of the Property, in the Company's name and for its benefit. In the event the Company is unable for any reason, after reasonable effort, to secure each Assignor's signature on any document needed in connection with the actions specified herein, each Assignor hereby irrevocably designates and appoints the Company and its duly authorized officers and agents as its agent and attorney in fact, which appointment is coupled with an interest, to act for and in its behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of this paragraph with the same legal force and effect as if executed by Assignor. Each Assignor hereby waives and quitclaims to the Company any and all claims, of any nature whatsoever, which each Assignor now or may hereafter have for infringement of any Property assigned hereunder.

3. Assignors further agree to deliver to the Company upon execution of this Agreement any and all tangible manifestations of the Property, including, without limitation, all notes, records, files and tangible items of any sort in its possession or under its control relating to the Property. Such delivery shall include all present and predecessor versions. In addition, Assignors agree to provide to the Company from and after the execution of this Agreement and at the expense of the Company competent and knowledgeable assistance to facilitate the transfer of all information, know-how, techniques, processes and the like related to such tangible manifestation and otherwise comprising the intangible aspects of the Property.

4. Each Assignor represents and warrants to the Company that (a) Assignor is the sole owner of the Property and has full and exclusive right to assign the rights assigned herein, (b) Assignor has full right and power to enter into and perform this Agreement without the consent of any third party, (c) all of the Property is free and clear of all claims, liens, encumbrances and the like of any nature whatsoever, (d) the Property is an original work of Assignor, (e) none of the Property infringes, conflicts with or violates any patent or other intellectual property right of any kind (including, without limitation, any trade secret) or similar rights of any third party, (f) Assignor was not acting within the scope of employment or other service arrangements with any third party when conceiving, creating or otherwise performing any activity with respect to the Property, (g) the execution, delivery and performance of this Agreement does not conflict with, constitute a breach of, or in any way violate any arrangement, understanding or agreement to which Assignor is a party or by which Assignor is bound, and (h) Assignor has maintained the Property in confidence and has not granted, directly or indirectly, any rights or interest whatsoever in the Property to any third party.

5. Each Assignor further represents and warrants to the Company that no claim, whether or not embodied in an action past or present, of any infringement, of any conflict with, or of any violation of any patent, trade secret or other intellectual property right or similar right, has been made or is pending or threatened against Assignor relative to the Property. Each Assignor agrees to promptly inform the Company of any such claim arising or threatened in the future with respect to the Property or any part thereof.

6. Each Assignor will indemnify and hold harmless the Company, from any and all claims, losses, liabilities, damages, expenses and costs (including attorneys' fees and court costs) which result from a breach or alleged breach of any representation or warranty of Assignor (a "Claim") set forth in this Agreement, provided that the Company gives Assignor written notice of any such Claim and Assignor has the right to participate in the defense of any such Claim at its expense.

7. This Agreement and the Exhibits attached hereto constitute the entire, complete, final and exclusive understanding and agreement of the parties hereto with respect to the subject matter hereof, and supersedes any other prior or contemporaneous oral understanding or agreement or any other prior written agreement. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing and signed by the parties hereto.

8. This Agreement will be governed and construed in accordance with the laws of the State of Washington as applied to transactions taking place wholly within Washington between Washington residents. Each Assignor hereby expressly consents to the personal jurisdiction of the state and federal courts located in King County, Washington for any lawsuit filed there against Assignor by the Company arising from or related to this Agreement.

9. If any provision of this Agreement is found invalid or unenforceable, in whole or in part, the remaining provisions and partially enforceable provisions will, nevertheless, be binding and enforceable.

10. Failure by either party to exercise any of its rights hereunder shall not constitute or be deemed a waiver or forfeiture of such rights.

11. The provisions hereof shall inure to the benefit of, and be binding upon, the successors, assigns, heirs, executors and administrators of the parties hereto.

IN WITNESS WHEREOF, the undersigned have executed this TECHNOLOGY ASSIGNMENT AGREEMENT as of the date set forth above.

ASSIGNORS:

REDACTED

Gregory Enell

Cooper Dubois

REDACTED

Scott Wilburn

Ron Erickson

DOUBLE DOWN INTERACTIVE LLC

REDACTED

Name: Greg Enell
Title: Manager



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Trademark Assignment Details

Reel/Frame: [5347/0583](#)[View Recorded Assignment](#)

Pages: 3

Recorded: 08/19/2014

Attorney Dkt #: DOUBLEDOWN ASSIGNMENT

Conveyance: ASSIGNS THE ENTIRE INTEREST

Total properties: 1

1 Serial #: [77967593](#) Filing Dt: 03/24/2010 Reg #: [3885409](#) Reg. Dt: 12/07/2010
 Mark: DOUBLEDOWN CASINO

Assignor

1 [DOUBLE DOWN INTERACTIVE, LLC](#)

Exec Dt: 08/13/2014

Entity Type: LIMITED LIABILITY COMPANY

Citizenship: WASHINGTON

Assignee

1 [IGI](#)
 9295 PROTOTYPE DRIVE
 RENO, NEVADA 89521-8986

Entity Type: CORPORATION

Citizenship: NEVADA

Correspondence name and address

DAVID L. BERDAN
 9295 PROTOTYPE DRIVE
 TRADEMARK DEPARTMENT
 RENO, NV 89521-8986

Search Results as of: 07/02/2015 02:02 PM

If you have any comments or questions concerning the data displayed, contact PRD / Assignments at 571-272-3350. v.2.5
 Web interface last modified: July 25, 2014 v.2.5

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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM314478

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DOUBLE DOWN INTERACTIVE, LLC		08/13/2014	LIMITED LIABILITY COMPANY: WASHINGTON
RECEIVING PARTY DATA			
Name:	IGT		
Street Address:	9295 Prototype Drive		
City:	Reno		
State/Country:	NEVADA		
Postal Code:	89521-8986		
Entity Type:	CORPORATION: NEVADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3885409	DOUBLEDOWN CASINO	
CORRESPONDENCE DATA			
Fax Number:	7754487780		
<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>			
Phone:	702-669-2926		
Email:	Trademarks@IGT.Com		
Correspondent Name:	David L. Berdan		
Address Line 1:	9295 Prototype Drive		
Address Line 2:	Trademark Department		
Address Line 4:	Reno, NEVADA 89521-8986		
ATTORNEY DOCKET NUMBER:	DOUBLEDOWN ASSIGNMENT		
NAME OF SUBMITTER:	David L. Berdan		
SIGNATURE:	/David L. Berdan/		
DATE SIGNED:	08/19/2014		
Total Attachments: 2			
source=DoubleDownAssignment#page1.tif			
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CH \$40.00 3885409

SCHEDULE A

Mark	U.S. Service Mark Registration No.
DOUBLEDOWN CASINO	3,885,409

Exhibit 7

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

<p>DOUBLE DOWN, INC., Petitioner/Opposer,</p> <p>vs.</p> <p>IGT, Registrant/Applicant.</p>	<p>Opposition No. 91218431 (Parent)</p> <p>Mark: DOUBLE DOWN STUD (Serial No. 86/244,094)</p> <p>Cancellation No. 92059996</p> <p>Mark: DOUBLEDOWN CASINO (Reg. No. 3,885,409)</p>
<p>IGT, Petitioner,</p> <p>vs.</p> <p>DOUBLE DOWN, INC., Registrant.</p>	<p>Cancellation No. 92060105</p> <p>Mark: DOUBLE DOWN SALOON (Reg. No. 3,754,434)</p>

DOUBLE DOWN, INC.'S ANSWERS TO IGT'S

FIRST SET OF INTERROGATORIES

Pursuant to 37 C.F.R. §2.120(d) and Rules 33 of the Federal Rules of Civil Procedure, DOUBLE DOWN, INC., (the "Double Down") hereby responds to IGT's First Set of Interrogatories.

GENERAL OBJECTIONS

A. "Nondiscoverable/Irrelevant" - The interrogatory in question concerns a matter that is not relevant to the subject matter of these proceedings and is not reasonably calculated to lead to the discovery of admissible evidence.

B. "Unduly burdensome" - The interrogatory in question seeks discovery which is unduly burdensome or expensive, taking into account the needs of these proceedings, limitation on the party's resources, and the importance of the issues at stake in these proceedings.

C. "Vague" - The interrogatory in question contains a word or phrase which is not adequately defined, or the overall interrogatory or request is confusing or ambiguous, and is unable to reasonably ascertain what information or documents IGT seeks in the same.

D. "Overly broad" - The interrogatory in question seeks information or documents beyond the scope of, or beyond the time period relevant to, the subject matter of these proceedings and, accordingly, seeks information or documents that are nondiscoverable/irrelevant and is unduly burdensome.

E. Double Down objects to IGT's interrogatories to the extent that they seek any information that is protected by any absolute or qualified privilege or exemption, including, but not limited to, the attorney-client privilege, the attorney work-product exemption, and the consulting-expert exemption.

F. Double Down objects to IGT's interrogatories on the grounds that they are excessively burdensome and much of the information requested may be obtained by IGT from other sources more conveniently, less expensively, and with less burden.

G. Answers will be made on the basis of information and writings available to and located by Double Down at this time. There may be other and further information respecting the interrogatories propounded by IGT of which Double Down, despite its reasonable investigation and inquiry, is presently unaware. Double Down, therefore, reserves the right to modify or enlarge any answer with such pertinent additional information as it may subsequently discover. Much "supporting" evidence called for by these interrogatories are currently in the possession of IGT and Double Down will be attempting to discover it.

H. No incidental or implied admissions will be made by the answers. The fact that Double Down may answer or object to any interrogatory, or part thereof, shall not be

deemed an admission that Double Down accepts or admits the existence of any fact set forth or assumed by such interrogatory, or that such answer constitutes admissible evidence. The fact that Double Down answers part of any interrogatory is not to be deemed a waiver by it of its objections, including privilege, to other parts of the question.

I. Double Down objects to any interrogatory to the extent that it would impose upon Double Down greater duties than are set forth under the Federal Rules of Civil Procedure. When necessary, Double Down will supplement its answers to interrogatories as required by Fed. R. Civ. P. 33.

J. Each answer will be subject to all objections as to competence, relevance, materiality, propriety, and admissibility, and to any and all other objections on any ground that would require the exclusion from evidence of any statement herein if any such statements were made by a witness present and testifying at trial, all of which objections and grounds are expressly reserved and may be interposed at any hearing or trial.

INTERROGATORIES

INTERROGATORY NO. 1:

Describe in detail the circumstances surrounding Double Down's selection of the Double Down Marks, including but not limited to the reasons that Double Down selected those Marks, when Double Down selected those Marks, any investigations conducted by or on behalf of Double Down regarding those Marks, and all persons involved in the investigation and/or selection of those Marks.

ANSWER TO INTERROGATORY NO. 1:

In early 1992, P Moss and the original owner of Double Down Saloon, located at 4640 Paradise Road, Las Vegas, NV 89169 ("Double Down LV"), Scot Siegel, named the saloon the "Double Down Saloon", which was inspired by the term "double down" as used in the game of blackjack. Mr. Moss and Mr. Siegel conducted an informal investigation of publically available records, including conducting business entity searches with the Nevada Secretary of State, and determined that the name was not used by any other business,

casino, bar, lounge, saloon or the like. As discovery is on-going, Double Down reserves the right to supplement its answer to this interrogatory as required by Fed. R. Civ. P. 33.

INTERROGATORY NO. 2:

Identify each product and service with which Double Down has used the Double Down Marks from the first use of those Marks to the present, by stating for each such product or service:

- a) the name of and the description of the product or service;
- b) the date of first use of the Mark with each product or service;
- c) the time period(s) during which each such product or service was/is promoted, sold, or offered and any lapses in use; and
- d) the classes or types of consumers to whom Double Down has marketed each such product or service.

ANSWER TO INTERROGATORY NO. 2:

1. Casino Gaming

- a) **Entertainment in the nature of casino services**
- b) **At least as early as February 25, 1993**
- c) **Continuously from at least as early as February 25, 1993 to present day**
- d) **Individuals 21 years of age or older**

2. Live Music

- a) **Live performances by musicians and musical groups**
- b) **At least as early as July 31, 1993**
- c) **Continuously from at least as early as July 31, 1993 to present day**
- d) **Individuals 21 years of age or older**

3. Restaurant/Bar

- a) **Restaurant services, bar services and tavern services**
- b) **At least as early as December 1, 1992**
- c) **Continuously from at least as early as December 1, 1992 to present day**

d) Individuals 21 years of age or older

4. Souvenirs

a) Souvenir clothing and goods

b) At least as early as December 1, 1993

c) Continuously from at least as early as December 1, 1993 to present day

d) Individuals 21 years of age or older

As discovery is on-going, Double Down reserves the right to supplement its answer to this interrogatory as required by Fed. R. Civ. P. 33.

INTERROGATORY NO. 3:

For each of the products or services listed in response to Interrogatory No. 2, describe in detail the manner by which you charge for such products or services, including a description and method of calculation for all fees, prices, charges, or other revenues that you receive for such products or services.

ANSWER TO INTERROGATORY NO. 3:

Double Down objects to this Interrogatory on the grounds that the phrase "manner by which you charge for such products or services" is unreasonably vague. Notwithstanding and without waiving said objection, Double Down answers as follows: For all services and products listed in Answer to Interrogatory No. 2, Double Down sets the prices slightly below industry standards in order for the Double Down drinks, souvenirs, and other promotional materials to be affordable to all customers. Double Down accepts cash and all major credit cards, and the Double Down online store accepts payment through PayPal, which accepts all major credit cards as well as checks. Double Down does not charge a cover or sell tickets for live entertainment provided at Double Down LV. With regard to gaming, Double Down utilizes a third-party operator, which maintains the machines and sets the fees associated with the gaming machines inside Double Down LV. As discovery is

on-going, Double Down reserves the right to supplement its answer to this interrogatory as required by Fed. R. Civ. P. 33.

INTERROGATORY NO. 4:

For each product or service listed in response to Interrogatory No. 2, describe in detail the channels of distribution for each product or service, including a description of the markets and geographic areas in which said products or services are provided, a description of the markets and geographic areas in which said products or services are advertised, and a description of the methods by which said products or services are delivered to purchasers.

ANSWER TO INTERROGATORY NO. 4:

Double Down offers its casino services onsite at the Double Down LV. Double Down offers its live entertainment, bar, restaurant and tavern services on site at the Double Down LV and the Double Down Saloon, located at 14 Avenue A, New York, New York 10009 (“Double Down NYC”) (collectively, Double Down LV and Double Down NYC are referred to, where appropriate, as "Double Down Saloons"). Double Down offers its souvenir clothing and souvenir goods onsite at the Double Down Saloons, and online via its website, located at <http://doubledownsaloon.com>. Because Las Vegas, Nevada and New York, New York are travel destinations, Double Down’s customers reside through the United States and in foreign countries. During the weekends, the large majority of Double Down LV’s customers are tourists (*i.e.*, reside outside Nevada). Customers who purchase souvenir clothing and souvenir goods online are located throughout the United States and in foreign countries. Apart from Double Down’s website, located at <http://doubledownsaloon.com>, Double Down does not actively advertise its products and services because its existing customers and potential customers reside throughout the United States and internationally. Moreover, Double Down has garnered significant national media attention that draws customers to the Double Down Saloons without the need for traditional advertising. As

discovery is on-going, Double Down reserves the right to supplement its answer to this interrogatory as required by Fed. R. Civ. P. 33.

INTERROGATORY NO. 5:

Identify each advertising agency, market research firm, public relations firm, website development firm, or other similar entity that has rendered services to Double Down in connection with the advertising, promotion, or publicizing of the Mark, or any products or services promoted, sold, and/or offered by Double Down under the Mark and for each such entity:

- a) Describe the services performed by it;
- b) State the period(s) of time during which it provided such services; and
- c) Identify the person(s) primarily responsible for Double Down's account and the period(s) of time during which they were responsible.

ANSWER TO INTERROGATORY NO. 5:

Double Down has never employed an advertising agency, market research firm, public relations firm, website development firm, or other similar entity to render services to Double Down in connection with the advertising, promotion, or publicizing of the Double Down Marks. Rather, Double Down's website was created and is maintained in-house by an individual names Ian Roach, whom is also a manager of Double Down LV. Mr. Roach has been employed by Double Down for the past eighteen years. As discovery is on-going, Double Down reserves the right to supplement its answer to this interrogatory as required by Fed. R. Civ. P. 33.

INTERROGATORY NO. 6:

Set forth Double Down's total expenditures on an annual basis for marketing and advertising from the first use of the Double Down Marks to the present.

ANSWER TO INTERROGATORY NO. 6:

From December of 1992, through 2003, Double Down spent approximately \$60,000 annually on advertisements in the local newspapers and weekly circulars. As Double Down LV was garnering significant media/editorial attention negating the need for such expenditures on advertising, beginning in 2004, Double Down ceased most of its advertising efforts, resulting in it expending less annually on advertising. As discovery is on-going, Double Down reserves the right to supplement its answer to this interrogatory as required by Fed. R. Civ. P. 33.

INTERROGATORY NO. 7:

Identify each publication (including but not limited to leaflets, brochures, telephone directories, print media and television, internet, and radio broadcasts) in which advertisements or other information regarding Double Down, the Double Down Marks, or any products or services promoted, sold, and/or offered by Double Down under the Double Down Marks, was caused to be published or otherwise distributed by Double Down.

ANSWER TO INTERROGATORY NO. 7:

Double Down objects to this Interrogatory on the grounds that it is overly broad and is unduly burdensome because Double Down cannot identify every single publication requested therein. Notwithstanding and without waiving said objection, Double Down answers as follows: The Double Down Saloons have appeared in the following publications, among others: The New York Times, Playboy, Stuff, Esquire, Bust, Nightclub & Bar, Market Watch, Our Favorite Bars (CMT), Insomniac (Comedy Central), Inked (A&E), The Las Vegas Review Journal, Gaming Today, Las Vegas New Times, Scope Magazine, The Las Vegas Citylife, The Las Vegas Mercury, The Las Vegas Weekly, The Modern Drunkard Magazine, KLAV Radio 1270 AM, 107.9 FM, KUNV 91.5 From, The Barracuda Magazine, The New York Waste, The Sin City Roller Girls Program and Sponsorship Materials, The Gotham Girls New York Roller Derby Program and Sponsorship Materials,

Racket Magazine, The Onion, Smash Magazine, San Francisco Bay Guardian, Razorcake Magazine, The Village Voice, Punk Planet, Viva Las Vegas Rockabilly Weekender Program Ads, The Las Vegas Rock Around Program, The Las Vegas Shakedown Program, NYtimes.com, BBC.CO.UK, TravelChannel.com, Frommers.com, AOL City Guide, CitySearch.com, Travelocity.com, Expedia.co.uk., WorldsBestBars.com, Vegas.com, LasVegas.com, WikiTravel.com, Planet99.com, VirtualTourist.com, LasVegasTripReport.com, Vegas4Visitors.com, GeoCities.com, NewYorkWaste.com, HonoluluAdvertiser.com, TheVegasHustler.com, AEvegas.com, UnitedVacations.com, SpicePlay.com, Trip2Vegas.com, VenusZine.com, PaperMag.com, BikerNet.com, Roots66.com, and MTBJournal.com. As discovery is on-going, Double Down reserves the right to supplement its answer to this interrogatory as required by Fed. R. Civ. P. 33.

INTERROGATORY NO. 8:

Set forth Double Down's total revenues, profits, and costs on an annual basis from the first use of the Double Down Marks to the present.

ANSWER TO INTERROGATORY NO. 8:

Double Down objects to this Interrogatory on the grounds that it is overly broad and seeks confidential/proprietary information. Notwithstanding and without waiving said objection, Double Down answers as follows: On the basis of information and writings available to and located by Double Down at this time, Double Down cannot accurately respond to this Interrogatory. As discovery is on-going, Double Down will, however, supplement this answer with such pertinent additional information as it may subsequently discover.

INTERROGATORY NO. 9:

Identify and describe all instances in which a person has either inquired about or confused or mistaken the identity, source, affiliation, connection, sponsorship, or relationship between, on the

one hand, Double Down, Double Down's Services, or the Double Down Marks and, on the other hand, IGT, IGT's Services, or the IGT Marks, and vice versa. For each such instance state:

- a) The identity of the person who was confused or mistaken;
 - b) The date and place that the confusion or mistake occurred;
 - c) The manner in which Double Down received notice of the confusion or mistake;
- and
- d) The identity of each person who has knowledge of the confusion or mistake.

ANSWER TO INTERROGATORY NO. 9:

Double Down objects to this Interrogatory on the grounds that it is overly broad; Double Down cannot "identify and describe" "all" instances that have occurred over the years. Notwithstanding and without waiving said objection, Double Down answers as follows: Several bartenders at the Double Down LV have been approached numerous times regarding whether there is any affiliation between Double Down's services and the services IGT offers under the DOUBLEDOWN CASINO mark. As discovery is on-going, Double Down will supplement this answer with additional specific information. Further, Double Down reserves the right to supplement its answers to this interrogatory as required by Fed. R. Civ. P. 33.

INTERROGATORY NO. 10:

Describe in detail the circumstances under which Double Down first learned of IGT and/or the IGT Marks, including but not limited to the identities of all persons involved.

ANSWER TO INTERROGATORY NO. 10:

Double Down objects to this Interrogatory on the grounds that it seeks non-discoverable/irrelevant information; when Double Down "first learned" of IGT is irrelevant. Notwithstanding and without waiving said objection, Double Down answers as follows: Double Down first learned of the Stud Mark in 1992 when it was contacted by D.D. Stud, Inc. regarding its plans to use the Double Down Marks in connection with casino

services. Sometime between 2010 and 2011, Double Down first learned of DOUBLEDOWN CASINO, a Facebook application providing social computer games. Then, in January 2012, Double Down learned that IGT had acquired the DOUBLEDOWN CASINO Facebook application when P Moss read an article in the local newspaper announcing IGT's purchase of Double Down Interactive LLC and its assets. Subsequently, on or about September 2013, Double Down learned of IGT's impending expansion of the DOUBLEDOWN CASINO brand from the social computer game industry into the online gaming industry when it discovered an interview with Double Down Interactive's CEO, Greg Enell, stating that the company "didn't consider real money an option at all, but with IGT, that becomes an option because they're licensed and regulated in all the States in the U.S. And because we have the strength of the relationship on Facebook, we can marry all of that together and, for example, offer real-money online slots in California on Facebook." Likewise, on or about September 2013, Double Down learned of IGT's expansion of the DOUBLEDOWN CASINO brand into the land-based casino industry when it discovered IGT press releases announcing revenue-sharing partnerships with numerous casinos, including, but not including:

(a) the press release announcing IGT's "revenue sharing partnership" with the Casino Del Sol Resort in Tucson, AZ, which would allow casino players to access and use the DOUBLEDOWN CASINO application "right on the Casino Del Sol Resort website," and which purported to be "the first of many planned partners that will feature the DoubleDown Casino app on its casino branded websites";

(b) the press release announcing IGT's first partnership with a Nevada, Las Vegas-based casino, the Hard Rock Hotel & Casino Las Vegas, in which it described its "rapidly growing revenue sharing relationship" as providing "access to the largest social casino site in the world—directly on a casino's proprietary website" and featuring "the full roster of [IT slot games], as well as multi-player poker";

(c) the press release announcing IGT's first revenue-sharing partnership with a Nevada, Reno-based casino and current "IGT Systems and games customer," the Bonzana Casino, in which IGT executive and Vice President of Global Sales, Eric Tom, states that the revenue-sharing partnership, "delivers an innovative solution for [IGT's] casino partners...as they are able to host some of the hottest casino games on the most popular social platform directly from their websites by leveraging IGT's technology"; and

(d) the press release announcing IGT's revenue-sharing partnerships with fifteen additional land-based casino properties, which purported to bring the total partnerships to twenty-four since the revenue-sharing program was introduced, and claimed that "casino properties are lining up to take advantage of the DoubleDown solution which addresses how casino properties can expand their reach into social gaming."

Double Down became aware of the Pending Stud Mark in July 2014 while it was preparing to file a Petition to Cancel the Casino Mark.

As discovery is on-going, Double Down reserves the right to supplement its answer to this interrogatory as required by Fed. R. Civ. P. 33.

INTERROGATORY NO. 11:

Describe any facts that would support a contention that Double Down has any ownership rights in the Double Down Marks, including but not limited to rights in the Double Down Marks for use in connection with on-line computer games or money-operated game machines.

ANSWER TO INTERROGATORY NO. 11:

Double Down objects to this Interrogatory to the extent that the word "supports" improperly requests the mental impressions and/or attorney work product of its counsel. Notwithstanding and without waiving said objection, Double Down answers as follows: Double Down opened the Double Down LV in December 1992. Since that time, Double Down has continuously offered bar and restaurant services under the DOUBLE DOWN SALOON Mark. In February 1993, Double Down secured a restricted gaming license,

which authorized Double Down to offer casino services at Double Down LV, including, but not limited to, video poker, blackjack, keno and slots. Since that time, Double Down has continuously offered casino services and entertainment services under the Double Down Marks. Double Down’s services have garnered national media attention and have been featured on The Travel Channel, NBC’s The Today Show, Comedy Central, CMT and A&E, and in The New York Times, Playboy, and Esquire, among others.

Double Down owns federal registrations for the DOUBLE DOWN SALOON trademark for “[r]estaurant and tavern services” in International Class 43 and “[e]ntertainment in the nature of casino services and live performances by musicians and musical groups” in International Class 41 (Registration Nos. 3,085,525 and 3754434). Double Down also owns a federal registration for the DOUBLE DOWN trademark for “[b]ar services; [c]ocktail lounge services; [t]avern services” in International Class 43 (Reg. No. 4,613,372). The foregoing registrations are valid and subsisting and constitute prima facie evidence of the validity of the marks and registrations, and of Double Down’s ownership of and exclusive right to use these marks in connection with the services set forth in these registrations. In addition, Double Down owns a pending trademark application for the DOUBLE DOWN trademark for “[e]ntertainment in the nature of casino services and live performances by musicians and musical groups” in International Class 41 (Serial No. 86/205,273). The USPTO has refused registration of this mark based on a perceived likelihood of confusion with IGT’s Casino Mark.

Double Down does not assert rights in the Double Down Marks for use in connection with money-operated game machines. As discovery is on-going, Double Down reserves the right to supplement its answer to this interrogatory as required by Fed. R. Civ. P. 33.

INTERROGATORY NO. 12:

Describe all classes and/or types of customers (for example, age, gender, socioeconomic group) that comprise the existing or intended market for goods or services offered for sale, sold, or intended to be offered for sale or sold under or in connection with the Double Down Marks.

ANSWER TO INTERROGATORY NO. 12:

Double Down's customer base is comprised of adult males and females, at least 21 years of age, ranging in financial status from lower/middle class to upper class. Because Las Vegas, Nevada and New York, New York are travel destinations, Double Down's customers reside through the United States and in foreign countries. During the weekends, the significant majority of customers patronizing Double Down LV are tourists (i.e., reside outside Nevada). As discovery is on-going, Double Down reserves the right to supplement its answer to this interrogatory as required by Fed. R. Civ. P. 33.

INTERROGATORY NO. 13:

Describe all past, present, or future market research or marketing plans concerning the Double Down Marks or any goods or services marketed or proposed to be marketed under those Mark, including plans for sales and/or marketing of any additional goods under those Marks or expansion of sales of existing goods into new markets, or for sale to additional classes of consumers and identify the persons with the most familiarity with such plans.

ANSWER TO INTERROGATORY NO. 13:

Double Down is continuously discussing and considering plans for future expansion of the Double Down brand, including, but not limited to, operating a Double Down Saloon in Japan and England, offering on-line gaming to its customers via its existing website, opening a larger Double Down establishment providing gaming, and opening a Double Down Hotel in downtown Las Vegas. See also documents produced in response to IGT's Requests for Production of Documents. As discovery is on-going, Double Down reserves the right to supplement its answer to this interrogatory as required by Fed. R. Civ. P. 33.

INTERROGATORY NO. 14:

Identify each negotiation and resulting agreement, if any agreement resulted, including without limitation, each negotiation for or resulting written assignment, license, authorization, permission, consent, and/or settlement entered into by Double Down regarding the Double Down Marks.

ANSWER TO INTERROGATORY NO. 14:

See documents produced in response to Request for Production Nos. 19, 20, 23, and 24.

As discovery is on-going, Double Down reserves the right to supplement its answer to this interrogatory as required by Fed. R. Civ. P. 33.

INTERROGATORY NO. 15:

Identify each demand letter, objection, challenge, petition, opposition, allegation of trademark infringement or allegation of unfair competition made by Double Down against any person in connection with the Double Down Marks and state the outcome of each such demand letter, objection, challenge, opposition, allegation of trademark infringement or allegation of unfair competition.

ANSWER TO INTERROGATORY NO. 15:

Double Down objects to this Interrogatory on the grounds that it is unduly burdensome to identify the items listed therein. Notwithstanding and without waiving said objection, Double Down answers as follows: See documents produced in response to Request for Production Nos. 19, 20, 23, and 24. As discovery is on-going, Double Down reserves the right to supplement its answer to this interrogatory as required by Fed. R. Civ. P. 33.

INTERROGATORY NO. 16:

Identify all third parties of whom you are aware that are using, have used, have registered, or have applied to register any mark that includes the term DOUBLE DOWN.

ANSWER TO INTERROGATORY NO. 16:

Double Down objects to this Interrogatory to the extent it seeks information regarding third-party uses of DOUBLE DOWN in connection with goods and services that are unrelated to Double Down's Services on the grounds that it seeks nondiscoverable/irrelevant information. Notwithstanding and without waiving said objection, Double Down answers as follows:

See documents produced in response to Request for Production Nos. 19, 20, 23, and 24.

In addition, Double Down recently became aware of the following third-party uses of DOUBLE DOWN, which Double Down is evaluating to determine whether enforcement action is warranted:

- Double Down Saloon, 1635 Nobles Lane, Pittsburgh, Pennsylvania
- Boo's Double Down Saloon, 26th & Indiana Ave., Philadelphia, Pennsylvania

As discovery is on-going, Double Down reserves the right to supplement its answer to this interrogatory as required by Fed. R. Civ. P. 33.

INTERROGATORY NO. 17:

Set forth in detail all facts, legal conclusions, and legal theories that support each of Double Down's assertions in Section III of its Petition for Cancellation (No. 92059996) regarding its claim that there is a likelihood of confusion between the Double Down Marks and IGT's mark DOUBLEDOWN CASINO.

ANSWER TO INTERROGATORY NO. 17:

Double Down objects to this Interrogatory on the grounds that IGT seeks legal conclusions. Double Down further objects to this Interrogatory to the extent that it requires counsel for Double Down to identify what "supports" a particular allegation or claim because it calls for counsel's mental impressions and/or information protected by the attorney work product privilege. Notwithstanding and without waiving said objections, Double Down answers as follows: See Answers to Interrogatory Nos. 2, 9, 10, 11, 13. As discovery is on-

going, Double Down reserves the right to supplement its answer to this interrogatory as required by Fed. R. Civ. P. 33.

INTERROGATORY NO. 18:

Set forth in detail all facts, circumstances, legal conclusions and legal theories that support each of Double Down's assertions in Section III of its Notice of Opposition (No. 91218431) regarding its claim that there is a likelihood of confusion between the Double Down Marks and IGT's mark DOUBLE DOWN STUD.

ANSWER TO INTERROGATORY NO. 18:

Double Down objects to this Interrogatory on the grounds that IGT seeks legal conclusions. Double Down further objects to this Interrogatory to the extent that it requires counsel for Double Down to identify what "supports" a particular allegation or claim because it calls for counsel's mental impressions and/or information protected by the attorney work product privilege. Notwithstanding and without waiving said objections, Double Down answers as follows: See Answers to Interrogatory No. 17. As discovery is on-going, Double Down reserves the right to supplement its answer to this interrogatory as required by Fed. R. Civ. P. 33.

INTERROGATORY NO. 19:

Set forth in detail all facts, circumstances, legal conclusions and legal theories that support each of Double Down's affirmative defenses asserted in its Answer to IGT's Petition for Cancellation (No. 92060105).

ANSWER TO INTERROGATORY NO. 19:

Double Down objects to this Interrogatory on the grounds that IGT seeks legal conclusions. Double Down further objects to this Interrogatory to the extent that it requires counsel for Double Down to identify what "supports" a particular allegation or claim because it calls for counsel's mental impressions and/or information protected by the attorney work

product privilege. Notwithstanding and without waiving said objections, Double Down answers as follows: See Answers to Interrogatory No. 17. As discovery is on-going, Double Down reserves the right to supplement its answer to this interrogatory as required by Fed. R. Civ. P. 33.

INTERROGATORY NO. 20:

Identify each person who provided information in connection with your Responses to any of IGT's Interrogatories, Requests, or other written discovery served by IGT on Double Down in this proceeding, and identify the Interrogatories for which each person provided information.

ANSWER TO INTERROGATORY NO. 20:

P Moss and Chris Andrasfay.

INTERROGATORY NO. 21:

Identify each person having the most knowledge concerning each and every response to these or any other Interrogatories served by IGT on Double Down in this proceeding.

ANSWER TO INTERROGATORY NO. 21:

P Moss and Chris Andrasfay are the persons most knowledge regarding each response provided above, with the exception of Interrogatories Nos. 1 and 22, for which P Moss is the most knowledgeable.

INTERROGATORY NO. 22:

Describe in detail all steps taken by Double Down to receive authorization to provide casino or related services, including any communications with gaming control boards and/or gaming commissions and the substance thereof, and state with specificity the scope of services that Double Down has been authorized to provide.

ANSWER TO INTERROGATORY NO. 22:

Double Down objects to this Interrogatory on the grounds that it seeks non-discoverable/irrelevant information and is unduly burdensome; the "steps taken" are irrelevant to the issues in this dispute. Notwithstanding and without waiving said objections, Double Down answers as follows: Double Down received a restricted gaming license in 1993 from the Nevada Gaming Commission, permitting it to operate up to fifteen video poker machines at the Double Down LV. At that time, P Moss was licensed as a "key employee" and the owner of Double Down LV was Scot Siegel. P Moss later became a part owner of Double Down LV in 1997 and then later sole owner of Double Down LV when Mr. Siegel passed away in 1999. The process for obtaining the restricted gaming license consisted of submitting an application to the Nevada Gaming Control Board, being investigated by the Nevada Gaming Control Board investigators, appearing before the Nevada Gaming Control Board for a hearing on the application (at which time the board members inquired about certain issues, considered the application, and voted on the same), and the Nevada Gaming Commission affirming the granting of the restricted license. As discovery is on-going, Double Down reserves the right to supplement its answer to this interrogatory as required by Fed. R. Civ. P. 33.

Respectfully submitted,

By: /s/ Nikki L. Baker
Nikki L. Baker
Erin E. Lewis
BROWNSTEIN HYATT FARBER SCHRECK, LLP
100 City Parkway, Suite 1600
Las Vegas, Nevada 89106-4614
(702) 382-8135

Date: May 19, 2015

Attorneys for Double Down, Inc.

PROOF OF SERVICE

Emily A. Ellis, Esq., an employee of Brownstein Hyatt Farber Schreck, LLP, says that on May 19, 2015, she served a copy of **DOUBLE DOWN, INC.'S ANSWERS TO IGT'S FIRST SET OF INTERROGATORIES** upon Hope Hamilton at the law firm of Holland and Hart via email to the following addresses:

hihamilton@hollandhart.com

ddegan@hollandhart.com

jguy@hollandhart.com

docket@hollandhart.com

trademarks@igt.com

I declare that the statement above is true to the best of my information, knowledge and belief.

/s/ Emily A. Ellis

Exhibit 8

To: Double Down, Inc. (lvpto@bhfs.com)
Subject: U.S. TRADEMARK APPLICATION NO. 86205273 - DOUBLE DOWN - 12179
Sent: 11/22/2014 8:26:03 AM
Sent As: ECOM114@USPTO.GOV
Attachments:

**UNITED STATES PATENT AND TRADEMARK OFFICE (USPTO)
OFFICE ACTION (OFFICIAL LETTER) ABOUT APPLICANT'S TRADEMARK APPLICATION**

U.S. APPLICATION SERIAL NO. 86205273	
MARK: DOUBLE DOWN	*86205273*
CORRESPONDENT ADDRESS: KELLEY L. NYQUIST BROWNSTEIN HYATT FARBER SCHRECK LLP 100 N CITY PKWY STE 1600 LAS VEGAS, NV 89106-4614	GENERAL TRADEMARK INFORMATION: http://www.uspto.gov/trademarks/index VIEW YOUR APPLICATION FILE
APPLICANT: Double Down, Inc.	
CORRESPONDENT'S REFERENCE/DOCKET NO : 12179 CORRESPONDENT E-MAIL ADDRESS: lvpto@bhfs.com	

SUSPENSION NOTICE: NO RESPONSE NEEDED

ISSUE/MAILING DATE: 11/22/2014

The trademark examining attorney is suspending action on the application for the reason(s) stated below. See 37 C.F.R. §2.67; TMEP §§716 *et seq.*

PENDING CIVIL PROCEEDING(S): The pending civil proceeding(s) below pertains to (1) a registered mark that conflicts with applicant's mark under Trademark Act Section 2(d), (2) a mark in a pending application(s) that could conflict with applicant's mark under Section 2(d) if it registers, and/or (3) the registrability of applicant's mark. See 15 U.S.C. §1052; 37 C.F.R. §2.83; TMEP §§716.02(a), (c)-(d), 1208 *et seq.* Because the civil proceeding(s) pertains to an issue that could directly affect whether applicant's mark can be registered, action on this application is suspended pending termination of the civil proceeding(s). See 37 C.F.R. §2.67; TMEP §§716.02(a), (c)-(d).

- Cancellation No(s). 92059996

REFUSAL(S)/REQUIREMENT(S) CONTINUED AND MAINTAINED: The following refusal(s)/requirement(s) is/are continued and maintained: Section 2(d) Likelihood of Confusion

The USPTO will periodically conduct a status check of the application to determine whether suspension remains appropriate, and the trademark examining attorney will issue as needed an inquiry letter to applicant regarding the status of the matter on which suspension is based. TMEP §§716.04, 716.05. Applicant will be notified when suspension is no longer appropriate. *See* TMEP §716.04.

No response to this notice is necessary; however, if applicant wants to respond, applicant should use the “Response to Suspension Inquiry or Letter of Suspension” form online at <http://teasroa.uspto.gov/rsi/rsi>.

/Siddharth Jagannathan/
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PERIODICALLY CHECK THE STATUS OF THE APPLICATION: To ensure that applicant does not miss crucial deadlines or official notices, check the status of the application every three to four months using the Trademark Status and Document Retrieval (TSDR) system at <http://tsdr.uspto.gov/>. Please keep a copy of the TSDR status screen. If the status shows no change for more than six months, contact the Trademark Assistance Center by e-mail at TrademarkAssistanceCenter@uspto.gov or call 1-800-786-9199. For more information on checking status, see <http://www.uspto.gov/trademarks/process/status/>.

TO UPDATE CORRESPONDENCE/E-MAIL ADDRESS: Use the Trademark Electronic Application System (TEAS) form at <http://www.uspto.gov/trademarks/teas/correspondence.jsp>.

To: Double Down, Inc. (lvpto@bhfs.com)
Subject: U.S. TRADEMARK APPLICATION NO. 86205273 - DOUBLE DOWN - 12179
Sent: 11/22/2014 8:26:04 AM
Sent As: ECOM114@USPTO.GOV
Attachments:

UNITED STATES PATENT AND TRADEMARK OFFICE (USPTO)

**IMPORTANT NOTICE REGARDING YOUR
U.S. TRADEMARK APPLICATION**

USPTO OFFICE ACTION (OFFICIAL LETTER) HAS ISSUED
ON **11/22/2014** FOR U.S. APPLICATION SERIAL NO. 86205273

Please follow the instructions below:

(1) TO READ THE LETTER: Click on this [link](#) or go to <http://tsdr.uspto.gov/>, enter the U.S. application serial number, and click on “Documents.”

The Office action may not be immediately viewable, to allow for necessary system updates of the application, but will be available within 24 hours of this e-mail notification.

(2) QUESTIONS: For questions about the contents of the Office action itself, please contact the assigned trademark examining attorney. For *technical* assistance in accessing or viewing the Office action in the Trademark Status and Document Retrieval (TSDR) system, please e-mail TSDR@uspto.gov.

WARNING

PRIVATE COMPANY SOLICITATIONS REGARDING YOUR APPLICATION: Private companies **not** associated with the USPTO are using information provided in trademark applications to mail or e-mail trademark-related solicitations. These companies often use names that closely resemble the USPTO and their solicitations may look like an official government document. Many solicitations require that you pay “fees.”

Please carefully review all correspondence you receive regarding this application to make sure that you are responding to an official document from the USPTO rather than a private company solicitation. All official USPTO correspondence will be mailed only from the “United States Patent and Trademark Office” in Alexandria, VA; or sent by e-mail from the domain “@uspto.gov.” For more information on how to handle private company solicitations, see

http://www.uspto.gov/trademarks/solicitation_warnings.jsp.