

UNITED STATES PATENT AND TRADEMARK OFFICE
Trademark Trial and Appeal Board
P.O. Box 1451
Alexandria, VA 22313-1451
General Contact Number: 571-272-8500

Mailed: January 22, 2016

Opposition No. 91224436

Joan Herlong

v.

Sharon Wilson

**Robert H. Coggins,
Interlocutory Attorney:**

Proceedings are **suspended** pending disposition of Applicant's motion (filed January 15, 2016) to dismiss the Amended Notice of Opposition. Any paper filed during the pendency of this motion which is not relevant thereto will be given no consideration. *See* Trademark Rule 2.127(d).

Applicant's certificate of service indicates service by electronic transmission and first class mail. Inasmuch as electronic service is available only when mutually agreed upon by the parties (*see* Trademark Rule 2.119(b)(6)), the parties should reference their agreement in the certificate – for example, by including language such as “by mutual agreement.” The additional time allowed under Trademark Rule 2.119(c) is not applicable to agreed use of electronic service. *See McDonald's Corp. v. Cambridge Overseas Dev. Inc.*, 106 USPQ2d 1339 (TTAB 2013); and TBMP §113.05 (2015). If the parties have not agreed to electronic service, a certificate of service should not indicate service by email (although it may reference a courtesy copy by email, if accurate).