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

Proceeding	92044780
Party	Plaintiff Crossport Mocean Crossport Mocean ,
Correspondence Address	Christa D. Perez FRIEDMAN PETERSON STROFFE & GERARD 19800 MacArthur Blvd., Suite 1100 Irvine, CA 92612 UNITED STATES kpfeiffer@fsglawyers.com
Submission	Other Motions/Papers
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Signature	/christa perez/
Date	06/22/2007
Attachments	DECL. OF B.LEVITT IN REBUTTAL.pdf (5 pages)(214542 bytes)

4. Kimberley Pierson in paragraph 11 of her declaration references Section 16, page 16 of the Mocean, Inc. incorporation letter of February 7, 1994, or "incorporation packet," (Exhibit "B" to her declaration) and suggests that the "Chairman of the Board of Directors is made aware, in writing by the Secretary of the Board of Directors, that the corporation does not own the trademark MOCEAN." The document does not state what Ms. Pierson suggests it states. Rather, Mr. LePore states that he is working on perfecting the trademark and wants to discuss the most advantageous ownership structure from a financial, tax and investment standpoint. At best, Mr. LePore acknowledges that the ownership of the trademark needs "perfecting" and requires further discussion. At no time does Mr. LePore reserve ownership of the trademark for the Piersons.

5. The Piersons highlight the "Grant of License" attached as Exhibit "D" to Kimberley Pierson's declaration as showing that the Piersons maintained personal ownership of the trademarks. This letter is suspicious to me for various reasons including: a) it is addressed from the Piersons to themselves yet the greeting states "Dear Mr. and Mrs. Pearson:" – they misspelled their own names; b) the document contains language that is frighteningly self-serving in the context of this proceeding. For example, the second paragraph begins, "As you know, the List does not include any trademarks, tradenames, names or patents, which fact is also stated in the February 7, 1994 letter from Mocean's Incorporator"; and c) most importantly, I have never heard of or seen this letter, apparently created by the Piersons addressing the trademark, before they submitted this document in this proceeding. Ms. Pierson states that this document was kept at Mocean's corporate office. During all my years of actively participating in the management of the company, and using and referencing our corporate files, I never once saw this "Grant of License" letter.

6. Ms. Pierson in paragraph 18 of her declaration states that I was involved in trying to negotiate a resolution of this trademark dispute. This is true.

But at no time during my discussions with the Piersons regarding ownership of the trademark did either of them ever mention or show me a copy of this letter addressed to themselves, purportedly dated February 10, 1994.

7. Ms. Pierson references the "Royalty and Release Agreement" attached as Exhibit "F" to her declaration. It is true that this agreement does not address the trademark at issue in this proceeding. We did not discuss that trademark at all in connection with the Royalty and Release Agreement because it was not an issue. At the time we finalized this Agreement in December 2000, I assumed that there was no dispute that the trademark belonged to the corporation, or at least had no thought that there might be a dispute as to the company's ownership of the trademark.

8. In late 2004, two years after Ms. Pierson resigned from the company, I gave Kimberley Pierson a box of Mocean shorts that was leftover unsold discontinued inventory. This was purely a gift or a favor, and I told Ms. Pierson that she could do as she wished with the shorts. Based on Ms. Pierson's declaration, it appears she sold a few pairs of the shorts on Ebay in November and December 2004. I did not provide her more than probably 20-30 pairs of shorts at that time, and I am not aware that Donn Pierson or Kimberley Pierson made any subsequent sales of products bearing the Mocean mark. Ms. Pierson does not indicate that she made any other sales after she left the company other than selling some of the shorts that I gave her in late 2004. Other than the shorts I gave her in late 2004, I did not give her or Mr. Pierson any other product to sell.

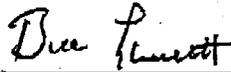
9. In paragraph 24 of his declaration, Donn Pierson suggests that since 1998, he has visited and still visits the CrosSport Mocean offices a few times a month for quality control purposes. I am at the offices on average 6 days a week, all month long. I have seen Mr. Pierson at the Mocean offices only maybe 5 or 6 times in last 5 years, and during none of these visits did I ever see Mr. Pierson inspecting the Mocean products. Mr. Pierson claims he has his own

key to the Mocean building, but to my knowledge he does not. In fact, he has asked me more than once for a key to the building and each time I declined to give him one. To my knowledge, no one else at Mocean has given Mr. Pierson a key to the front door, back door, or any other entrance to the building.

10. In paragraph 18 of his declaration, Donn Pierson suggests that I have made various threats such as threats to bankrupt the company or file a class action lawsuit or disrupt the financing for the company. These statements by Mr. Pierson are insulting and flat out false. As an executive officer of Mocean, it would not personally benefit me to take such actions, and such actions would compromise my fiduciary and executive responsibilities to the company.

I declare under penalty of perjury under the laws of the United States of America and the State of Virginia that the foregoing is true and correct.

Executed on June 21, 2007, at Costa Mesa, California.



Bill Levitt

PROOF OF SERVICE

Crossport Mocean, Inc. v. Donn L. Pierson, et al.
Petition to Cancel No.: 92044780

I am employed in the County of Orange, State of California. I am over the age of 18 and not a party to the within action; my business address is 19800 MacArthur Boulevard, Suite 1100, Irvine, California 92612-1086.

On June 22, 2007, I served the foregoing document(s) described as follows:

**DECLARATION OF BILL LEVITT IN REBUTTAL TO PIERSONS' OPPOSITION TO
PETITION TO CANCEL TRADEMARK REGISTRATION**

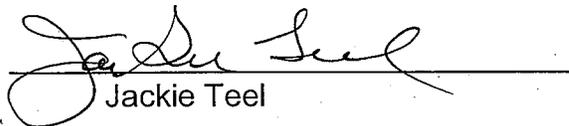
on the interested parties in this action by placing a true copy the original thereof enclosed in a sealed envelope and addressed as follows:

Donn L. Pierson
Kimberley L. Pierson
330 Paseo Marguerita
Vista, California 92084-2559

(MAIL) I am readily familiar with Friedman Stroffe & Gerard's ordinary business practice of collection and processing correspondence for mailing. Under the practice it would be deposited with the U.S. Postal Service on the same day with postage thereof fully prepaid at Irvine, California in the ordinary course of business. I followed this business practice and I placed the envelope for collection and mailing on the date identified above. I am aware that on motion of the party served, service is presumed invalid if postage cancellation date or postage date is more than one day after date of deposit for mailing in affidavit.

(FEDERAL) I declare under the laws of the United States of America that I am employed in the office of a member of the Bar of this Court at whose direction the service was made and that the foregoing is true and correct.

Executed on June 22, 2007, at Irvine, California.



Jackie Teel