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

Proceeding	92045648
Party	Defendant BRITT VENTURES CORPORATION BRITT VENTURES CORPORATION box 551 bonsall, CA 92003
Correspondence Address	Michelle A. Hon Duane Morris, LLP 101 West Broadway, Suite 900 San Diego, CA 92101 UNITED STATES mhon@duanemorris.com
Submission	Motion to Suspend for Civil Action
Filer's Name	Michelle A. Hon
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Signature	/Michelle A. Hon/
Date	12/08/2006
Attachments	Motion to Suspend.pdf (10 pages)(421048 bytes)

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

In re Mark of
BRITT VENTURES, INC.,
Registration No. 3,049,295
Mark: IDOL WRITER
Registered January 24, 2006

FREMANTLE MEDIA NORTH AMERICA, INC.,	:	
Petitioner,	:	Cancellation No. 92045648
v.	:	
BRITT VENTURES, INC.,	:	
Registrant.	:	

MOTION TO SUSPEND PROCEEDING

Britt Ventures, Inc. hereby moves to suspend this proceeding in accordance with 37 C.F.R. § 2.117(a); T.B.M.P. 510.02(a). Britt Ventures, Inc. is a party to a pending litigation matter that has a direct bearing on this cancellation proceeding.

I. BACKGROUND

Mr. Phillip Elden ("Elden") was the prior registrant of the IDOL WRITER trademark and the prior defendant in this cancellation proceeding. On or about October 11, 2006, Britt Ventures, Inc. ("Britt") and Elden entered into a written agreement entitled Intellectual Property Assignment Agreement (the "Agreement"), whereby Elden transferred intellectual property to Britt, including an assignment of the IDOL WRITER trademark. As part of this Agreement, Elden was to produce certain documents and information necessary to respond to Petitioner's discovery requests and necessary to further litigate this cancellation proceeding. Elden has

refused to produce these documents and is completely uncooperative in assiting Britt's counsel in the cancellation proceeding. Elden has also notified Britt that he disputes the validity of the trademark assignment.

Britt filed a civil action in California Superior Court, in San Diego California, for breach of contract in order to enforce the Agreement and settle any ownership disputes regarding the IDOL WRITER trademark. The action was filed on November 20, 2006 and assigned Case Number GIC875865. A true and correct copy of the complaint is attached hereto as Exhibit A. Britt successfully moved *Ex Parte* for an Order from the Superior Court Judge ordering Elden to produce the documents necessary to continue this case. Mr. Elden continues to refuse to produce these documents in violation of the Court Order. A true and correct copy of this Order is attached hereto as Exhibit B.

Elden has stated that he intends to contest the validity of the IDOL WRITER trademark assignment. Thus, Britt anticipates that Elden will file a counterclaim in the Superior Court action, disputing the validity of the IDOL WRITER trademark assignment.

II. BASIS FOR RELIEF

The Trademark Trial and Appeal Board may suspend proceedings before the Board when a party to a pending case is engaged in a civil action which may have a bearing on the case. 37 C.F.R. § 2.117(a); T.B.M.P. 510.02(a).

Britt is currently engaged in a civil action against Elden, the former trademark owner regarding a breach of the Agreement wherein he assigned the IDOL WRITER trademark subject to this cancellation proceeding. Elden has refused to produce documents and information necessary to respond to Petitioner's discovery requests and necessary for the prosecution of this

case, in blatant disregard and contempt of the Superior Court Order. Thus, discovery in this case cannot go forward until this issue is resolved.

Additionally, Elden has made it clear to Britt that he intends to dispute the validity of the trademark assignment and Britt anticipates that Elden will file a counterclaim to that effect. This ownership dispute will have a direct effect on this case as it raises questions as to who is the true owner and registrant of the trademark subject to cancellation.

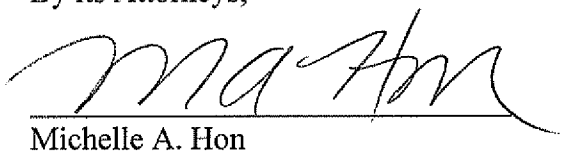
III. RELIEF SOUGHT

Britt respectfully requests that this case be suspended pending the resolution of California Superior Court Case No. GIC875865 in order to resolve the disputes with the previous registrant of the IDOL WRITER trademark.

Respectfully submitted,

Britt Ventures, Inc.

By its Attorneys,



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Dated: December 8, 2006

CERTIFICATE OF SERVICE

Express Mail No. EV 678345663 US Date: December 8, 2006

I hereby certify that on this date this paper is being deposited with the U.S. Postal Service, "Express Mail" service, postage prepaid, addressed to

Lucy Arant
Mitchell Silberberg & Knupp, LLP
11377 Olympic Boulevard, Suite 603
Los Angeles, CA 90064
Fax: 310-312-3100

Jose R. Lopez, Jr.
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EXHIBT A

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Attorneys for Plaintiff
BRITT VENTURES CORP.

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN DIEGO

CENTRAL DIVISION

BRITT VENTURES, a British Virgin Islands corporation, Plaintiff, v. PHILLIP ELDEN, an individual, and DOES 1 through 20, inclusive, Defendants.	Case No. GIC 875865 **COMPLAINT FOR BREACH OF CONTRACT**

Plaintiff Britt Ventures Corp. alleges as follows:

PARTIES, JURISDICTION AND VENUE

1. Plaintiff Britt Ventures Corp. ("Plaintiff") is a British Virgin Islands corporation with its principal place of business in the British Virgin Islands.

2. Plaintiff is informed and believes, and thereon alleges that Defendant Phillip Elden ("Defendant") is an individual with a principle place of residence in Temecula, California and at all relevant times herein did business within the State of California.

4. The true names and capacities, whether individual, corporate or associate, or otherwise, of the defendants herein listed as "DOES 1 through 20, inclusive" are unknown to Plaintiff, who therefore sue said Defendants pursuant to California Code of Civil Procedure section 474, and Plaintiff will amend this Complaint to reflect their true names and capacities when the same

have been ascertained. Plaintiff is informed and believes, and thereon alleges that all defendants sued under the fictitious names of "DOES 1 through 20, inclusive" are in some manner responsible for the acts herein alleged.

5. Plaintiff is informed and believes, and thereon allege that each of the Defendants was the agent, servant, representative, partner, joint venturer, alter ego, co-conspirator, and/or employee of each or some of the Defendants, and in doing the acts mentioned herein was acting within the course and scope of their authority as such and with the express and/or implied approval, permission, knowledge, content and ratification of all Defendants.

6. Venue is proper in this judicial district because Defendant's obligations that are the subject of this proceeding arise out of and are to be performed in this judicial district.

7. Plaintiff reserves the right to amend this complaint upon discovery of new evidence supporting other causes of actions.

FACTUAL ALLEGATIONS

8. On or about October 11, 2006, Plaintiff and Defendant entered into a written agreement entitled Intellectual Property Assignment Agreement (the "Agreement"), whereby Defendant transferred intellectual property to Plaintiff as more fully described in the Agreement.

9. Despite repeated promises, Defendant has failed to comply with his obligations under the Agreement.

FIRST CAUSE OF ACTION

(Breach of Contract)

10. Plaintiff realleges and incorporates by reference paragraphs 1 through 9, inclusive, as though fully set forth herein.

11. The consideration set forth in the Agreement was, among other things, the entry into a profit sharing agreement with Plaintiff. The Agreement is, as to Defendant, just and reasonable.

12. Plaintiff has performed all conditions, covenants and promises required to be performed by Plaintiff in accordance with the terms and conditions of the Agreement.

13. Defendant has failed and refused, and continues to fail and refuse to perform his obligations under the Agreement.

14. Plaintiff has been damaged as a result of Defendant's breach in an amount to be determined at trial.

PRAYER

WHEREFORE, Plaintiff prays for judgment against Defendants and each of them as follows:

1. That Defendant be found in breach of the Agreement and pay damages as determined by the court or jury and for specific performance of all obligations where Defendant has been found in breach.

2. For costs of suit;

3. For reasonable attorneys' fees to the extent provided by law and the Agreement; and

4. For such other and further relief as the Court deems just and proper.

Dated: November 20, 2006

DUANE MORRIS LLP

By: _____

Daniel C. Minteer
Attorney for Plaintiff
Britt Ventures Corp.

EXHIBT B

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Attorneys for Plaintiff
BRITT VENTURES CORP.

FILED
Clerk of the Superior Court
NOV 27 2006
BY: S. SEEMATTER

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN DIEGO

HALL OF JUSTICE

BRITT VENTURES, a British Virgin Islands corporation, Plaintiff, v. PHILLIP ELDEN, an individual, and DOES 1 through 20, inclusive, Defendants.	Case No. GIC875865 **[PROPOSED] ORDER GRANTING EX PARTE APPLICATION WAIVING THE DISCOVERY HOLD AND SHORTENING TIME TO PRODUCE DOCUMENTS** Complaint Filed: November 20, 2006 Trial Date: Not Assigned Dept: 60 Judge: Hon. Yuri Hoffman Hearing: November 28, 2006

Having considered the papers and argument of counsel, now, therefore, Plaintiff's *Ex Parte* Application to Waive the Discovery Hold Period and Shortening Time to Produce Documents is hereby GRANTED.

Good cause having been shown, IT IS HEREBY ORDERED that Plaintiff may immediately serve its first Request for Production of Documents and the Defendant is ordered to produce the requested documents that Defendant has previously produced to Plaintiff's counsel within 3 days of service of Plaintiff's Request for Production of Documents.

Dated: November NOV 27 2006, 2006

By: YURI HOFMANN, JUDGE
Judge Hofmann
Superior Court Judge

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