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Filing date: **12/18/2007**

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

Proceeding	92047559
Party	Plaintiff East West Bank
Correspondence Address	Thomas T. Chan Chan Law Group LLP PO Box 79159 Los Angeles, CA 90079-0159 UNITED STATES tm@chanlaw.com
Submission	Motion to Amend Pleading/Amended Pleading
Filer's Name	Lisa A. Karczewski
Filer's e-mail	litigation@chanlaw.com
Signature	/Lisa A. Karczewski/
Date	12/18/2007
Attachments	2ndMotion.pdf ( 23 pages )(1231601 bytes )

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

EAST WEST BANK,	)	
	)	
Petitioner,	)	
	)	
v.	)	Cancellation No.: 92047559
	)	
THE AIMBRIDGE GROUP,	)	
	)	
Registrant.	)	
	)	

**PETITIONER’S SECOND MOTION TO AMEND PLEADING PURSUANT TO  
FED.R.CIV.P. 15(a) AND MEMORANDUM IN SUPPORT THEREOF**

Pursuant to Rule 15(a) of the Federal Rules of Civil Procedure and 37 C.F.R. § 2.115 of the Trademark Rules of Practice, Petitioner East West Bank (“EWB”) hereby moves to further amend its Petition to Cancel to add the ground of fraud. An executed copy of EWB’s proposed second amended pleading is filed concurrently herewith. EWB respectfully requests the Board to consider this instant motion prior to its review of Registrant Aimbridge Lending Group LLC’s (“Aimbridge”) pending Motion for Summary Judgment and EWB’s Memorandum in Opposition to Aimbridge’s Motion for Summary Judgment and in support of EWB’s Cross-Motion for Summary Judgment.

**MEMORANDUM OF POINTS AND AUTHORITIES**

**I. INTRODUCTION**

Pursuant to Rule 15(a) of the Federal Rules of Civil Procedure and 37 C.F.R. § 2.115 of the Trademark Rules of Practice, Petitioner EWB seeks to further amend its Petition to Cancel in order to include an additional ground of cancellation that was recently discovered around the time of filing Aimbridge’s Motion for Summary Judgment in the instant proceeding. In particular, EWB’s further

proposed amendment seeks to add the additional ground of fraud in the instant proceeding. This proposed amendment is not prohibited by the U.S. trademark laws, namely, 37 C.F.R. § 2.115. See 37 C.F.R. § 2.115 (indicating “[p]leadings in a cancellation proceeding may be amended in the same manner and to the same extent as in a civil action in a United States district court).

The federal courts and Trademark Trial and Appeal Board (“Board”) liberally grant leave to amend pleadings at *any stage* of a proceeding when justice so requires, unless such proposed amendment is in violation of settled law or is prejudicial to the rights of the adverse party. See Fed.R.Civ.P. 15(a) and TBMP § 507.02. EWB’s proposed amendment is not in violation of any rule or prejudicial to Aimbridge because leave is requested at the pre-trial stage of proceedings while the proceeding is suspended pending the Board’s review of EWB’s earlier filed Motion to Amend Pleading and Aimbridge’s Motion for Summary Judgment and EWB’s Memorandum in Opposition to Aimbridge’s Motion for Summary Judgment and in support of EWB’s Cross-Motion for Summary Judgment. Thus, the Board should grant EWB’s request for leave to further amend its pleading to include the additional ground of fraud in the existing Petition to Cancel.

## **II. STATEMENT OF FACTS**

This cancellation proceeding, filed on May 22, 2007, involves Petitioner’s “Bridge Marks”—namely, (a) YOUR FINANCIAL BRIDGE, Serial No. 78/897,563, for “banking; cash management,” in International Class 36; and (b) BUSINESS BRIDGE, Serial No. 78/890,654, for “banking; cash management,” in International Class 36—and Registrant’s confusingly similar mark, POWERBRIDGE, Registration No. 3196507, for the following services: “Consumer lending services; Credit reporting services; Financial information provided by electronic means; Financial loan consultation; Matching borrowers with potential lenders in the field of consumer and mortgage lending; Mortgage procurement for others; Mortgages services, namely buyer pre-qualification of

mortgages for mortgage brokers and banks,” in International Class 36, among others.

Following the filing of the Petition to Cancel, the Board set the discovery and testimony periods for the instant cancellation proceeding. These dates have since been reset pursuant to a later Order on or about June 13, 2007. The reset dates are as follows: December 30, 2007 (Discovery Period to Close); March 29, 2008 (Thirty-day Testimony Period for Party in Position of Plaintiff to Close); May 28, 2008 (Thirty-day Testimony Period for Party in Position of Defendant to Close); and July 12, 2008 (Fifteen-day Rebuttal Testimony Period to Close).

On June 28, 2007, Aimbridge filed its Answer to EWB’s Petition to Cancel. Discovery has not yet been propounded on either party.

On October 17, 2007, EWB filed its Motion to Amend Pleading to add the common law

usage of its Bridge logo  in connection with its respective marks, but *separate* as in form and not part of the Bridge Marks, to further identify and distinguish its services. Shortly thereafter, on November 13, 2007, Aimbridge filed its Motion for Summary Judgment in the instant proceeding.

Subsequent to the filing of Aimbridge’s Motion for Summary Judgment, EWB became aware of the additional ground of fraud after an internal investigation revealed that Aimbridge had not used the following services in connection with its POWERBRIDGE Mark at the time of filing its application on February 24, 2006: Credit reporting services; Matching borrowers with potential lenders in the field of mortgage lending; mortgage procurement for other others; Mortgage services, namely, buyer prequalification of mortgages for mortgage brokers and banks. See Specimens submitted to USPTO with Aimbridge’s electronically filed application for POWERBRIDGE Mark on February 24, 2006, Karczewski Decl., Exh. A.

On December 18, 2007, EWB filed its Memorandum in Opposition to Aimbridge's Motion for Summary Judgment and in support of EWB's Cross-Motion for Summary Judgment on the grounds of priority of use, likelihood of confusion, and fraud.

### III. LEGAL STANDARD

Amendments to pleadings in *inter partes* proceedings before the Board are governed by Rule 15(a) of the *Federal Rules of Civil Procedure*. TBMP § 507.01. Pursuant to Rule 15(a):

“A party may amend the party's pleading once as a matter of course at any time before a responsive pleading is served or . . . [o]therwise a party may amend the party's pleading only by leave of court or by written consent of the adverse party; and *leave shall be freely given when justice so requires.*”

Fed.R.Civ.P. 15(a) (emphasis added). Generally, pleadings in an *inter partes* proceeding before the Board may be amended in the same manner as in a civil action before the U.S. district court. TBMP § 507.01; 37 CFR § 2.115.

Further, a decision to allow leave to amend pleading “does not depend on whether the Board believes the moving party will ultimately prevail on the merits of the claim . . . sought to be added; rather, a proposed pleading need only be legally sufficient, and otherwise allowable under Fed.R.Civ.P. 15(a).” Reed Elsevier Properties, Inc. v. Linguistic Electronic System, 2001 TTAB LEXIS 760, \*4 (TTAB 2001).

### IV. ARGUMENT

#### A. **EWB's Proposed Amendment to Include Additional Ground of Fraud is Not Expressly Prohibited by the Trademark Laws**

The trademark laws do not expressly prohibit a party from amending a pleading in a cancellation proceeding to include an additional ground of cancellation in the existing petition to

cancel. See 37 C.F.R. § 2.115 (indicating “[p]leadings in a cancellation proceeding may be amended in the same manner and to the same extent as in a civil action in a United States district court); TBMP § 507.01. This is exactly what EWB wishes to do with respect to its proposed amendment, namely, to include the ground of fraud. Subsequent to the filing of Aimbridge’s Motion for Summary Judgment, EWB became aware of the additional ground of fraud after an internal investigation revealed that Aimbridge had not used the following services in connection with its POWERBRIDGE Mark at the time of filing its application on February 24, 2006: Credit reporting services; Matching borrowers with potential lenders in the field of mortgage lending; mortgage procurement for other others; Mortgages services, namely, buyer prequalification of mortgages for mortgage brokers and banks. See Specimens submitted to USPTO with Aimbridge’s electronically filed application for POWERBRIDGE Mark on February 24, 2006, Karczewski Decl., Exh. A. Thus, Aimbridge’s application would not have been allowed for all of the services identified therein but for the willful material misrepresentation in the application regarding the use of Registrant’s Mark in connection with each of the recited services. Accordingly, Registrant committed fraud on the USPTO.

Further, allowing leave to amend a pleading does not depend on whether the Board believes the moving party will ultimately prevail on the merits of the claim. An “opposer need only allege in its amended pleading such facts as would, if proven, establish both its standing to challenge applicant’s right to registration *and* a further statutory ground for opposition to the application.” Commodore Electronics Ltd. v. CBM Kabushiki Kaisha, 26 USPQ 2d 1503, 1506 (TTAB 1993). The facts in EWB’s Second Amended Petition to Cancel adequately meet the standards for standing and for legal sufficiency. The Second Amended Petition to Cancel alleges that EWB is the owner of a mark which has been in use prior to Aimbridge’s claimed first use date. The Second Amended

Petition to Cancel also alleges with particularity the services not offered by Registrant Aimbridge at the time of the filing of its application on February 24, 2006. As such, the Second Amended Petition to Cancel is legally sufficient and should be allowed. Thus, in the spirit of Rule 15(a), the Board should liberally grant EWB leave to amend the pleading as justice so requires in this instance.

**B. Aimbridge Would Not Be Prejudiced Should the Board Grant EWB's Second Motion to Amend Pleading And Justice Requires That Leave to Amend Be Freely Given**

The Board liberally grants leave to amend pleadings when justice so requires, unless entry of the proposed amendment is in violation of settled law or is prejudicial to the rights of the adverse party. Reed Elsevier Properties, Inc., 2001 TTAB LEXIS at \*4. Here, Aimbridge would not be prejudiced should EWB's second motion for leave to amend be granted by the Board as the instant motion is being submitted during the pre-trial discovery stage of the proceeding. See Buffett v. Chi Chi's, Inc., 226 USPQ 428 (TTAB 1985) (finding no substantial prejudice to applicant by allowance of amendment where proceeding remained in a fairly early stage); see also Flatley v. Trump, 11 USPQ2d 1284 (TTAB 1989) (allowing leave to amend when proceedings were still in the discovery stage). The discovery cut-off date in the instant proceeding is not until December 30, 2007, however, the proceeding is currently suspended pending the Board's review of EWB's earlier filed Motion to Amend Pleading, Aimbridge's Motion for Summary Judgment and EWB's Memorandum in Opposition to Aimbridge's Motion for Summary Judgment and in support of EWB's Cross-Motion for Summary Judgment.

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**V. CONCLUSION**

For the foregoing reasons, the Board should grant the instant motion to further amend pleading pursuant to Rule 15(a).

Respectfully submitted,

CHAN LAW GROUP LLP

Dated: December 18, 2007

By:



Thomas T. Chan  
Ivan Posey  
Lisa A. Karczewski  
Kirk Hermann  
Attorneys for Petitioner  
EAST WEST BANK

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

In the Matter of Trademark Registration No. 3196507

For the mark POWERBRIDGE

Date Registered: September 1, 2007

EAST WEST BANK,	)	
	)	
Petitioner,	)	Cancellation No.: 92047559
v.	)	
	)	
AIMBRIDGE LENDING GROUP, LLC	)	
	)	
Registrant.	)	
	)	

UNITED STATES PATENT & TRADEMARK OFFICE  
Trademark Trial and Appeal Board  
P.O. Box 1451  
Alexandria, VA 22313-1451

**CERTIFICATE OF SERVICE**

I certify **PETITIONER'S SECOND MOTION TO AMEND PLEADING PURSUANT TO FED.R.CIV.P.15(a) AND MEMORANDUM IN SUPPORT THEREOF** that is being served on Applicant by mailing a true and correct copy to the attorneys of record, via First Class Mail, Tuesday, December 18, 2007, in an envelope addressed as follows:

David A. Lowe, Esq.  
Black Lowe & Graham  
701 Fifth Avenue, Suite 4800  
Seattle, WA 98104

  
\_\_\_\_\_  
Yaning Liu  
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1055 West 7<sup>th</sup> Street, Suite 1880  
Los Angeles, California 90017  
Tel: (213) 624-6560  
Fax: (213) 622-1154  
litigation@chanlaw.com

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

In the Matter of Trademark Registration No. 3196507  
For the mark POWERBRIDGE  
Date Registered: January 9, 2007

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EAST WEST BANK,	)	
	)	
Petitioner,	)	
	)	
v.	)	Cancellation No.: 92047559
	)	
THE AIMBRIDGE GROUP,	)	
	)	
Registrant.	)	

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UNITED STATES PATENT & TRADEMARK OFFICE  
Trademark Trial and Appeal Board  
P.O. Box 1451  
Alexandria, VA 22313-1451

**SECOND AMENDED PETITION TO CANCEL**

EAST WEST BANK (“Petitioner”) is a California corporation having its business address at 135 N. Los Robles Ave., 7th Floor, Pasadena, California 91101. To the best of Petitioner’s knowledge, The Aimbridge Group (“Registrant”) is the current owner of Registration No. 3196507. To the best of Petitioner’s knowledge, Registrant is a Colorado Corporation having its business address at 4610 S. Ulster St., Suite 300, Denver, Colorado 80237.

Petitioner believes that it is and/or will be damaged by the above-identified registration, and hereby petitions to cancel the same.

The grounds for cancellation are as follows:

1. Registrant obtained a registration for POWERBRIDGE for “Consumer lending services; Credit reporting services; Financial information provided by electronic means; Financial loan consultation; Matching borrowers with potential lenders in the field of consumer and mortgage lending; Mortgage procurement for others; Mortgages services, namely, buyer pre-qualification of mortgages for mortgage brokers and banks” in International Class 36, among others. The registration was obtained pursuant to Section 1(a) of the Trademark Act with a first use in commerce date of June 2004.

2. Petitioner is the owner of the trademarks (“Petitioner’s Marks”): (a) YOUR FINANCIAL BRIDGE, Serial No. 78/897,563, for “banking; cash management,” in International Class 36; and (b) BUSINESS BRIDGE, Serial No. 78/890,654, for “banking; cash management,” in International Class 36.

3. Petitioner has used the respective marks identified above in interstate commerce since at least (a) January 1, 1997 and (b) May 15, 1997, respectively. Petitioner is now using the marks identified above in connection with the respective services identified above. The use has been valid and continuous since the date of first use within the United States and has not been abandoned. Petitioner has also consistently



used the following bridge logo  in connection with its respective marks identified above to further identify and distinguish its services. Petitioner's Marks are symbolic of the good will and consumer recognition built up by Petitioner through time and effort in advertising and promotion.

4. Petitioner has been and will continue to be damaged by the issuance and existence of Registration No. 3196507 in that such registration is being used by the Registrant so as to misrepresent the source of the services on or in connection with which the mark is used.

5. Upon information and belief, Registrant has abandoned use of Registration No. 3196507 for its services in International Class 36, among others.

6. Upon information and belief, the term POWERBRIDGE has been a generic term of art that has been used in that segment of the financial services industry of which the Petitioners are members, to describe *<generic meaning>*.

7. Petitioner has developed extensive goodwill with respect to Petitioner's Marks.

8. Petitioner has spent significant sums in the advertisement and promotion of the services sold in connection with Petitioner's Marks.

9. As a result of the advertisement and promotion of Petitioner's Marks, along with the high quality of the services sold in connection with Petitioner's Marks,

Petitioner has acquired a valuable reputation for Petitioner's Marks.

10. Registrant's mark is confusingly similar to Petitioner's Marks and is applied to services that are nearly identical to those sold by Petitioner.

11. Petitioner has been and will continue to be damaged by the issuance and existence of Registration No. 3196507 in that confusion in the trade is likely to result from any concurrent use of Petitioner's Marks and that of Registrant, all to the great detriment of Petitioner, who has expended considerable sums and effort in promoting Petitioner's Marks.

12. Purchasers are likely to consider the services of the Registrant sold under the mark POWERBRIDGE as emanating from Petitioner, and purchase such services as those of the Petitioner, resulting in loss of sales to Petitioner.

13. Concurrent use of the mark by Registrant and Petitioner may result in irreparable damage to Petitioner's reputation and goodwill if the services sold by the Registrant are inferior, since purchasers are likely to attribute the source of the Registrant's services to the Petitioner.

14. If the Registrant is permitted to retain the registration sought to be canceled, a cloud will be placed on Petitioner's title in and to Petitioner's Marks, and on its right to enjoy the free and exclusive use thereof in connection with the sale of its services, all to the great injury of Petitioner.

15. Registrant's Application was filed pursuant to Section 1(a) of the Lanham Act based on use of Registrant's Mark in connection with the services listed in such Application. In the Application, Registrant asserted that it has used Registrant's Mark in connection with each of the following services "Consumer lending services; Credit

reporting services; Financial information provided by electronic means; Financial loan consultation; Matching borrowers with potential lenders in the field of consumer and mortgage lending; Mortgage procurement for others; Mortgages services, namely, buyer pre-qualification of mortgages for mortgage brokers and banks.”

16. Upon information and belief, Registrant had not used Registrant’s Mark in connection with all of Registrant’s Services as of February 24, 2006, the filing date of Registrant’s Application.

17. Upon information and belief, Registrant had not used Registrant’s Mark in connection with credit reporting services as of February 24, 2006, the filing date of Registrant’s Application.

18. Upon information and belief, Registrant had not used Registrant’s Mark in connection with matching borrowers with potential lenders in the field of mortgage lending as of February 24, 2006, the filing date of Registrant’s Application.

19. Upon information and belief, Registrant had not used Registrant’s Mark in connection with mortgage procurement for others as of February 24, 2006, the filing date of Registrant’s Application.

20. Upon information and belief, Registrant had not used Registrant’s Mark in connection with mortgage services, namely, buyer pre-qualification of mortgages for mortgage brokers and banks as of February 24, 2006, the filing date of Registrant’s Application.

21. Registrant’s Application would not have been allowed for all of the services identified therein but for the willful material misrepresentation in the

Application regarding the use of the Registrant's Mark in connection with each of the recited services.

22. Petitioner accordingly alleges that Registrant made knowingly false statements in its application for the POWERBRIDGE Mark which constitutes fraud on the U.S. Patent & Trademark Office.

WHEREFORE, Petitioner prays that said Registration No. 3196507 be canceled and that this Petition to Cancel be sustained in favor of Petitioner.

Petitioner hereby appoints Thomas T. Chan, Ivan Posey (Reg. No. 43,865), Lisa A. Karczewski (Reg. No. 53,096), and Kirk Hermann (Reg. No. 59,870) members of the CHAN LAW GROUP LLP, with offices at P.O. Box 79159, Los Angeles, California 90079-0159, as its attorneys to prosecute this cancellation proceeding and to transact all business in and before the United States Patent and Trademark Office in connection herewith.

Respectfully submitted,

CHAN LAW GROUP LLP

Dated: December 18, 2007

By:   
Thomas T. Chan  
Ivan Posey  
Lisa A. Karczewski  
Kirk Hermann  
Attorneys for Petitioner  
EAST WEST BANK

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Los Angeles, CA 90079-0159  
(213) 624-6560

Email Address:

[litigation@chanlaw.com](mailto:litigation@chanlaw.com)

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

In the Matter of Trademark Registration No. 3196507

For the mark POWERBRIDGE

Date Registered: September 1, 2007

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EAST WEST BANK, )

Petitioner, )

v. )

AIMBRIDGE LENDING GROUP, LLC )

Registrant. )

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Cancellation No.: 92047559

UNITED STATES PATENT & TRADEMARK OFFICE

Trademark Trial and Appeal Board

P.O. Box 1451

Alexandria, VA 22313-1451

**CERTIFICATE OF SERVICE**

I certify **SECOND AMENDED PETITION TO CANCEL** that is being served on Applicant by mailing a true and correct copy to the attorneys of record, via First Class Mail, Tuesday, December 18, 2007, in an envelope addressed as follows:

David A. Lowe, Esq.  
Black Lowe & Graham  
701 Fifth Avenue, Suite 4800  
Seattle, WA 98104



Yaning Liu  
Chan Law Group LLP  
1055 West 7<sup>th</sup> Street, Suite 1880  
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litigation@chanlaw.com

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

EAST WEST BANK,	)	
	)	
Petitioner,	)	
	)	Cancellation No. 92047559
v.	)	
	)	
THE AIMBRIDGE GROUP,	)	
	)	
Registrant.	)	
	)	

**DECLARATION OF LISA A. KARCZEWSKI IN SUPPORT OF PETITIONER'S  
SECOND MOTION TO AMEND PLEADING PURSUANT TO FED.R.CIV.P. 15(a)**

I, Lisa A. Karczewski, Esq., declare:

1. I am an attorney, duly licensed to practice law in the State of California and registered to practice before the U.S. Patent and Trademark Office. I am an associate of the Chan Law Group LLP, counsel of record for Petitioner East West Bank ("EWB"). I make this declaration in support of Petitioner's Second Motion to Amend Pleading Pursuant to Fed.R.Civ.P. 15(a). If called upon to do so, I could and would competently testify to the following:

2. Attached hereto as **Exhibit A** are true and correct copies of specimens submitted to the USPTO with Aimbridge's electronically filed application for POWERBRIDGE Mark on February 24, 2006.

I declare the above statements to be true and correct under penalty of perjury  
under the laws of the United States. Executed on December 18, 2007 in Los Angeles, California.

  
Lisa A. Karczewski

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

In the Matter of Trademark Registration No. 3196507  
For the mark POWERBRIDGE  
Date Registered: September 1, 2007

EAST WEST BANK,	)	
	)	
Petitioner,	)	Cancellation No.: 92047559
v.	)	
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AIMBRIDGE LENDING GROUP, LLC	)	
	)	
Registrant.	)	
	)	

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Alexandria, VA 22313-1451

**CERTIFICATE OF SERVICE**

I certify **DECLARATION OF LISA A. KARCZEWSKI IN SUPPORT OF PETITIONER'S MOTION TO AMEND PLEADING PURSUANT TO FED.R.CIV.P.15(a)** that is being served on Applicant by mailing a true and correct copy to the attorneys of record, via First Class Mail, Tuesday, December 18, 2007, in an envelope addressed as follows:

David A. Lowe, Esq.  
Black Lowe & Graham  
701 Fifth Avenue, Suite 4800  
Seattle, WA 98104



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Los Angeles, California 90017  
Tel: (213) 624-6560  
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# **EXHIBIT A**

# Aimbridge

*The power behind the promise.™*

[DEALER LOCATOR](#) | [CONTACT US](#)
[HOME](#) | [SERVICES](#) | [COMPANY](#) | [NEWS ROOM](#) | [RESOURCE CENTER](#)
[SERVICES](#) | [INDIRECT LENDING](#) | [POWERBRIDGE](#)

## INDIRECT LENDING

[AIMBRIDGE CONNECT](#)  
[FINANCIAL SERVICES](#)  
[POWERBRIDGE](#)  
[DISPOSITION SERVICES](#)  
[AUTOMOTIVE PARTS](#)

## PowerBridge

### Your Tool To Stay Connected

Speed, accuracy, and efficiency are critical components of success and PowerBridge™ provides the tools necessary to keep its business partners connected.

PowerBridge™ is a technology solution that electronically connects Aimbridge's lending systems to customers' core processing systems creating a real-time channel for transmission of data. PowerBridge is accessed using the Aimbridge workflow management system, and the AimbridgeConnect™ suite of lending tools.

#### PowerBridge for Lenders - Solution Benefits:

- ◆ Real-time credit union membership verification
- ◆ Better, more informed credit decisions
- ◆ Automated product cross-selling opportunities
- ◆ Deeper, more consistent, automated credit decisioning

#### PowerBridge for Dealers - Solution Benefits:

- ◆ Dealer Management System integration to Appline™
- ◆ Auto-population of loan application data to and from the DMIS
- ◆ Support of eContracting and eDocument Fulfillment

PowerBridge is currently used by credit unions for everything from real-time membership verification to creating brand new member accounts in the CU's core systems. As applications are submitted to Aimbridge from the dealership via Appline™, the Aimbridge online application tool, PowerBridge will check to see whether or not the applicant is a member of a credit union on the Aimbridge program. If membership is verified, PowerBridge will pass back name, address, and member status information to pre-populate Appline's application screens. If membership is not found, Appline will walk the dealership through the process of determining whether or not the applicant can become a member of a local area credit union.

PowerBridge is currently used by auto dealerships to load credit application data directly into Appline from their Dealer Management System (DMS). PowerBridge provides the dealer the ability to enter a DMS deal ID and, at the click of a button, retrieve all application information and populate Appline data fields. This process drastically

"Aimbridge believes that the way credit lenders to continue to compete in the industry is to provide dealers with the best and most efficient lending tool and process. We believe PowerBridge does just that."

David Lindsey  
Vice President  
Technology

reduces the time it takes to submit loan applications and cuts back on the chance of any data entry errors.

PowerBridge is built on the latest Microsoft technologies and takes advantage of 128 bit SSL key encryption standards. PowerBridge is a Microsoft .NET application using Web Services. By using Web Services, there is no need for large software installs or downloads to get up and running. For most solutions, a small "plugin" is needed to make the connection and begin to pass data.

David Lindsay, Vice President of Technology at Aimbridge

*"With this type of connectivity in place, the sky's the limit in terms of what we can accomplish in the name of productivity and efficiency. Everything from quicker, more accurate loan tracking and processing, to deeper credit decisioning and reporting, to the ability to research member accounts and provide cross-selling opportunities, become realities with PowerBridge."*

*"In the past few years, the automotive dealership market has really awakened to the power of today's technology. Aimbridge believes that the only way for lenders to continue to compete in this industry is to provide dealers with the best and most efficient lending tools and processes. We believe PowerBridge does just that."*

*"It is our goal to continue plugging the manual, time-intensive holes in the lending process by adding to our proprietary lending solutions with the best connectivity options available. With PowerBridge, we are able to begin to tie these systems together from the point of sale to the lender."*

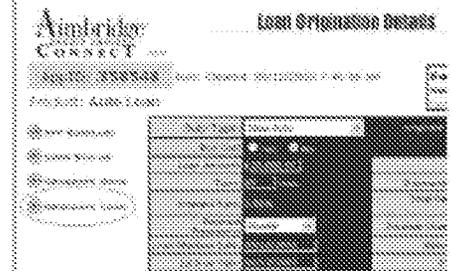
# PowerBridge™ Connectivity Solution

**PowerBridge™ is a technology solution that allows Aimbridge's credit union partners to upload loan data from the Aimbridge Lending system into their credit union host system.**

## How Does It Work?

### *A simple web interface.*

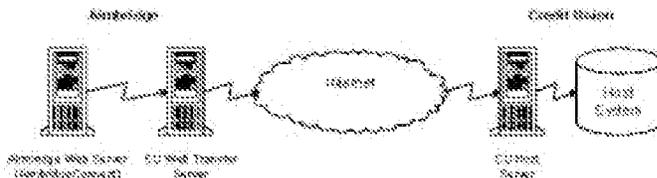
Loan data can be uploaded to your host system using the technology that you currently use to manage your Aimbridge loan volume — [www.aimbridgeconnect.com](http://www.aimbridgeconnect.com). Upload all loan origination detail into your credit union's host system with the click of a button. ☞



## How Will It Help My Credit Union?

### *Increased loan processing efficiency.*

PowerBridge™ is designed to be an added efficiency to your credit union's loan origination processing workflow. By allowing your Aimbridge loans to be completely uploaded into your host system, you eliminate the need to have processors on hand to manually enter all of the loan data. ☞



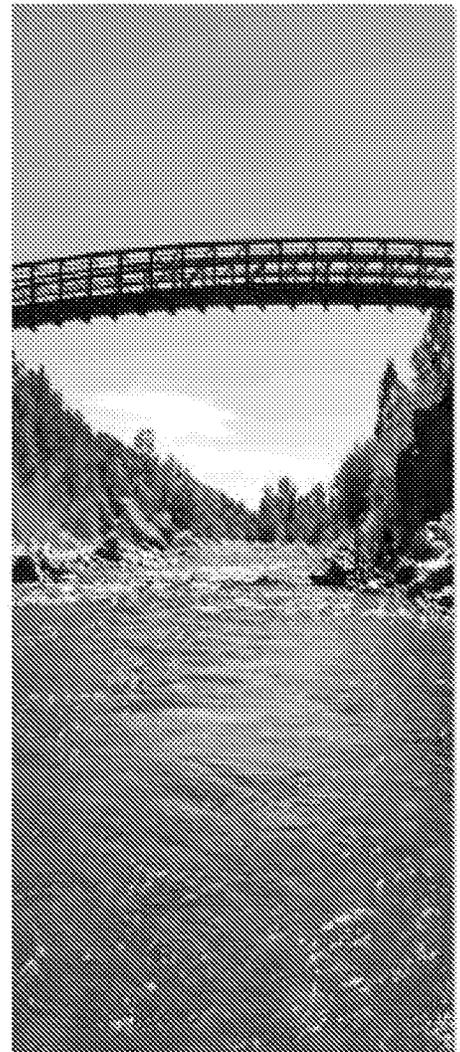
## Key Credit Union Benefits:

- Real-time Membership Validation
- Cross-selling Opportunities
- Submission/Decisioning of Direct Loan Applicants
- Enhanced "Host Level" Reporting and Data Analysis
- Deeper Decisioning
- Internal Credit Bureau Pulling & Parsing
- Web-based Access to Pre-Loaded Loan Data
- Automation/Replication of Symitar-Based Terminal Interfaces
- System Connectivity to Outside Vendors

Let us be your **PowerBridge™** to increased loan processing efficiency.

**Call your Aimbridge Sales Team today for more information.**

**1-888-400-2865**



# Aimbridge Lending

*The power behind the promise.™*