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

Proceeding	92047559
Party	Plaintiff 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. 3,196,507
For the mark POWERBRIDGE
Date Registered: September 1, 2007

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

**PETITIONER'S MEMORANDUM IN OPPOSITION TO REGISTRANT'S MOTION
FOR SUMMARY JUDGMENT AND IN SUPPORT OF PETITIONER'S
CROSS-MOTION FOR SUMMARY JUDGMENT**

Pursuant to 37 C.F.R. §§ 2.127 and 2.116 and Federal Rules of Civil Procedure 56, Petitioner East West Bank ("EWB") respectfully submits this Memorandum in Opposition to Registrant Aimbridge Lending Group, LLC's ("Aimbridge") Motion for Summary Judgment and also in support of Petitioner's EWB's Cross-Motion for Summary Judgment. The records of the United States Patent & Trademark Office ("USPTO") and pleadings herein evidence that there is no genuine issue as to any material fact as to Petitioner's Cross-Motion for Summary Judgment and that Petitioner is entitled to judgment as a matter of law. Accordingly, Petitioner respectfully submits it is entitled to summary judgment on the following grounds: (1) priority of use in interstate commerce; (2) likelihood of confusion; and (3) fraud on the USPTO. Should the Board decline to decide summary judgment on the ground of fraud, Petitioner, in the alternative,

respectfully requests the Board consider its Cross-Motion on the ground of fraud a Motion under Fed. R. Civ. P. 56(f) for Continuance of Discovery as Petitioner recently became aware of the fraud ground and concurrently herewith seeks leave to amend its pleading to include same and no discovery had yet to be propounded on the parties at the time of filing Aimbridge's Motion for Summary Judgment one and a half months prior to the close of discovery. In particular, EWB seeks an Order from the Board for continuance of Aimbridge's Motion for Summary Judgment to enable EWB the opportunity to discover certain information vital to its Memorandum of Law in support of its Cross-Motion for Summary Judgment as to the fraud ground. In support of its Cross-Motion, Petitioner relies on the accompanying Memorandum, the pleadings herein, Internet printouts downloaded from EWB's and Aimbridge's respective websites, the prosecution file history of Aimbridge's application for the POWERBRIDGE Mark, EWB's registration and application of the Bridge Marks, namely, Registration No. 3,307,037 (YOUR FINANCIAL BRIDGE) and Serial No. 78/890,654 (BUSINESS BRIDGE) on which this proceeding is based, and the Declaration of Lisa A. Karczewski with attached exhibits.

I. INTRODUCTION

At the outset of its motion, Registrant attempts to characterize Petitioner's filing of numerous opposition and cancellation proceedings against other parties involving EWB's Bridge Marks as a "calculated and litigious campaign". Notwithstanding this baseless and contentious assertion, Registrant fails to point out that by law, in order to preserve rights in a trademark, the trademark owner must take legal action against others who seek to use the same or a confusingly similar mark. 15 U.S.C. §§ 1063-64. Failure by a trademark owner to police and enforce rights to its mark against a single infringer may result in a waiver of rights to enforce the mark against that single infringer, with a widespread failure to enforce resulting in an all out abandonment of the

mark. Id.; Bellsouth Corp. v. Datanational Corp., 60 F.3d 1565 (Fed. Cir. 1995). An opposition proceeding is a statutory process for any person who believes that he or she would be damaged by registration of a mark on the Principal Register to challenge an application seeking to register the mark. 15 U.S.C. § 1063. Similarly, a cancellation proceeding is a statutory process for any person who believes that he or she would be damaged by registration of a mark on the Principal Register to contest the registration on certain enumerated grounds. 15 U.S.C. § 1064. Thus, EWB was entirely justified in filing a petition to cancel against Aimbridge in the instant proceeding.¹

It cannot be disputed that Petitioner is indeed the prior user of its Bridge Marks, namely, YOUR FINANCIAL BRIDGE and BUSINESS BRIDGE, having first use in interstate commerce dates of January 1, 1997 and May 15, 1997, respectively. See Exhibits B-C to Karczewski Decl. Registrant's June 2004 first use in interstate commerce date of its POWERBRIDGE Mark is subsequent to Petitioner's Bridge Marks. Moreover, EWB's Bridge Marks and Aimbridge's POWERBRIDGE Mark are very similar; the visual and commercial impressions of the Marks are the same; the services of Aimbridge are virtually identical to the applied for and registered services of EWB and to the services with which EWB was the prior user of its Mark; and the channels of trade of the parties for their respective services used in connection with their respective Marks are

¹ EWB has standing to bring this opposition proceeding. Aimbridge has admitted that EWB is the owner of application Serial Nos. 78/897,563 and 78/890,654 (the "Bridge Marks"). See Registrant's Answer to Petition for Cancellation, attached as Exhibit A to the Declaration of Lisa A. Karczewski ("Karczewski Decl.") filed concurrently herewith. In addition, EWB has included printouts of Petitioner's Registered Mark and pending application, which are the basis of this cancellation proceeding, downloaded from the USPTO's TARR Server. See Exhibits B-C to Karczewski Decl.; see also Lipton Industries, Inc. v. Ralston Purina Co., 670 F2d 1024, 213 USPQ 185 (CCPA 1982) ("Standing is a threshold inquiry directed solely to establishing interest of the party."); cf. Sinclair Oil Corp. v. Sumatra Kendrick, 2007 TTAB LEXIS 65, *21 (TTAB 2007) ("While opposer's allegation that it is the owner of previously used and registered marks would, if proven, suffice to establish its standing, opposer has not yet submitted any evidence on this point.") Here, Petitioner's aforementioned evidence is sufficient to establish its standing in this proceeding.

the same. The relevant Dupont factors of record clearly dictate that a likelihood of confusion exists. In Re E.I. Dupont de Nemours & Co., 476 F.2d 1357 (CCPA 1973).

Aimbridge's premature filing of its Motion for Summary Judgment prior to the close of the discovery period has effectively prevented EWB from conducting meaningful discovery such that it has not yet had the opportunity to discover information crucial to its Memorandum of Law in Support of EWB's Cross-Motion for Summary Judgment as to the fraud ground. Aimbridge's Motion for Summary Judgment appears to have been carefully timed to thwart discovery into this crucial area. Nevertheless, while no discovery had yet to be propounded by the parties at the time of filing Aimbridge's Motion for Summary Judgment during the discovery period, an internal investigation of Aimbridge's website and the records of the USPTO reveals that Registrant had not used its POWERBRIDGE Mark in connection with several of its services as of February 24, 2006, the filing date of Registrant's application. 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.

For these reasons, the Board should grant summary judgment in EWB's favor and sustain the instant cancellation. In the alternative, the Board should allow EWB to conduct meaningful discovery as to its fraud ground before it engages in a review of Aimbridge's Motion for Summary Judgment.

II. STATEMENT OF UNDISPUTED FACTS

Rule 56 of the Federal Rules of Civil Procedure mandates entry of summary judgment when there is no genuine issue as to any material fact and the moving party is entitled to judgment

as a matter of law. Fed.R.Civ.P. 56(c). In this proceeding, the facts are viewed in the light most favorable to the non-movant and cross-movant EWB submits that such facts are undisputed for purposes of this cross-motion. Anderson v. Liberty Lobby, Inc., 477 U.S. 242, 255 (1986). The pleadings and discovery responses on file show that the following material facts are undisputed.

Aimbridge's predecessor-in-interest, The Aimbridge Group, Inc.,² filed its application on February 24, 2006, seeking to register POWERBRIDGE for the following services in International Class 36:

"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."

Karczewski Decl., Exh. D. Aimbridge filed its application under a section 1(a) filing basis with a first use in commerce date of June 2004. On January 9, 2007, Aimbridge's application for the POWERBRIDGE Mark was registered on the Principal Register as Registration No. 3,196,507.

EWB has used the Bridge Marks in the advertising, promotion and sale of a wide variety of banking and cash management services since at least as early as 1997. EWB uses the YOUR FINANCIAL BRIDGE Mark in connection with the following services: personal banking, business banking, commercial lending, international banking, and online banking. See Internet printout downloaded from EWB's website, attached as Exhibit E to Karczewski Decl. EWB uses the BUSINESS BRIDGE Mark in connection with the following services: business banking,

² Aimbridge is the assignee of all right, title to and interest in the mark at issue in this proceeding, U.S. Trademark Registration No. 3,196,507 for the mark POWERBRIDGE, from predecessor-in-interest, The Aimbridge Group, Inc., a related company, as noted on page one of

commercial lending, international banking and online banking. Id. EWB owns an additional registration from its portfolio of Bridge Marks, namely, Registration No. 3274930 (BUSINESS BRIDGE PLUS), and is the applicant of seven pending trademark applications with respect to the following Bridge-related portfolio of Marks: Serial Nos. 77/058,596 (DATABRIDGE), 77/058,604 (DEPOSITBRIDGE), 77/058,106 (TAXBRIDGE), 77/058,115 (TRADEBRIDGE), 77/329,829 (CASHBRIDGE), 77/308,310 (SECUREBRIDGE), and 77,302325 (BRIDGE design).

Notwithstanding EWB's prior rights in its YOUR FINANCIAL BRIDGE and BUSINESS BRIDGE Marks, Aimbridge sought registration of the mark POWERBRIDGE for the aforementioned services under a Section 1(a) filing basis. EWB's YOUR FINANCIAL BRIDGE and BUSINESS BRIDGE Marks are used in association with banking and cash management services (i.e., commercial lending) in both a business-to-consumer capacity as well as a business-to-business capacity. See Exhibit E to Karczewski Decl. Similarly, Registrant's POWERBRIDGE Mark is used in association with commercial lending services to businesses in a business-to-business capacity. See Internet Printout from Aimbridge's Website regarding Services, Exhibit F to Karczewski Decl.

On May 22, 2007, EWB filed its Petition to Cancel with the Board alleging the following grounds of cancellation set forth in pertinent part:

"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'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.

...

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.

On June 28, 2007, Aimbridge filed its Answer to EWB's Petition for Cancellation of the POWERBRIDGE Mark.

On October 17, 2007, EWB filed a Motion to Amend pleading to add its common law use of Petitioner's bridge logo in connection with the Bridge Marks, but separate as in form and not part of the Bridge Marks. On November 6, 2007, Registrant filed its brief in Opposition to the motion to amend pleading, and, shortly thereafter, Petitioner timely filed its brief in reply thereto.

On November 13, 2007, Aimbridge filed a Motion for Summary Judgment with the Board. Proceedings were subsequently suspended on November 16, 2007 pending disposition on Petitioner's earlier filed Motion to Amend pleading. At the time of filing Aimbridge's Motion for Summary Judgment, there was still about one and a half months left until the discovery period was to close on December 30, 2007. However, Petitioner did not have an opportunity to propound any

discovery on Aimbridge, particularly on the ground of fraud, as the instant proceeding was subsequently suspended on November 16, 2007 pending the Board's review of the motions.

Subsequent to the filing of Aimbridge's Motion for Summary Judgment, EWB became aware of an additional ground, namely, fraud, to include in its Petition to Cancel 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. H.

III. ARGUMENT

A. Legal Standard and Applicable Law

Summary judgment is appropriate in Board proceedings where there are no genuine issues of material fact as to one or more elements essential to a pleaded claim or defense and more evidence that is already available could not reasonably be expected to change the result. See, e.g., Pure Gold, Inc. v. Syntex (U.S.A.) Inc., 221 USPQ 151 (TTAB 1983), aff'd, 739 F.2d 624, 222 USPQ 741 (Fed. Cir.1984). Under Rule 56 of the Federal Rules of Civil Procedure, a party is entitled to summary judgment if the pleadings, depositions, answers to interrogatories, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to judgment as a matter of law. Fed.R.Civ.P. 56(c). Accordingly, this standard provides that "the mere existence of some alleged factual dispute between the parties will not defeat an otherwise properly supported motion for summary

judgment.” Anderson v. Liberty Lobby, Inc., 477 U.S. 242, 247-48 (1986).

The moving party bears the burden to show the absence of any genuine issue of material fact and that it is entitled to judgment as a matter of law. See Celotex Corp. v. Catrett, 477 U.S. 317 (1986), and Sweats Fashions Inc. v. Pannill Knitting Co., 833 F.2d 1560, 4 USPQ2d 1793 (Fed. Cir. 1987). The moving party may meet this burden by demonstrating that there is an absence of evidence to support the nonmoving party’s case. Celotex Corp., 477 U.S. at 317. Further, a dispute over a fact that would not alter the Board’s decision on the legal issue will not prevent entry of summary judgment. See, e.g., Kellogg Co. v. Pack’Em Enterprises, Inc., 14 USPQ2d 1545 (TTAB 1990), aff’d, 951 F.2d 330, 21 USPQ2d 1142 (Fed. Cir. 1991).

B. EWB is the Prior User of Its YOUR FINANCIAL BRIDGE and BUSINESS BRIDGE Marks

A mark previously used in the United States by another and not abandoned or an existing registration is a bar to a trademark which so resembles the previously used or registered mark so as to be likely, when used in connection with the services of Applicant, to cause confusion, or to cause mistake or to deceive, 15 U.S.C. §1052(d). Prior use is not at issue here. Petitioner’s Registration No. 3,307,037 (YOUR FINANCIAL BRIDGE) evidences the true and accurate first use date of January 1, 1997, and Petitioner’s application Serial No. 78/890,654 (BUSINESS BRIDGE) likewise evidences the true and accurate first use date of May 15, 1997, which was sworn to under oath by EWB’s signatory at the time of filing the response to Office action on November 7, 2006. Moreover, Registrant’s first use date of June 2004 for the POWERBRIDGE Mark is subsequent to the dates of first use set forth in the records of the USPTO for Petitioner’s Marks, namely, January 1, 1997 and May 15, 1997. Further, Registrant has failed to set forth evidence of use prior to Petitioner’s Bridge Marks. In view thereof, Petitioner has established prior use.

C. Likelihood of Confusion Between EWB's and Aimbridge's Respective Marks

The primary issue in view of EWB's registration and prior use is whether or not Aimbridge's mark POWERBRIDGE will create a likelihood of confusion with EWB's Bridge Marks, namely, YOUR FINANCIAL BRIDGE and BUSINESS BRIDGE, for virtually the same services. Contrary to Aimbridge's assertions in its motion, EWB respectfully submits that a likelihood of confusion clearly exists. The determination of likelihood of confusion is a conclusion of law, not of fact. Kellogg Co. v. Pack'Em Enterprises, Inc., 14 USPQ2d 1545 (TTAB 1990) citing Sweats Fashions Inc. v. Pannill Knitting Co. Inc., 833 F.2d 1560, 4 USPQ2d 1793 (Fed. Cir. 1987), and Kimberly-Clark Corp. v. H. Douglas Enterprises, Ltd., 774 F.2d 1144, 227 USPQ 541 (Fed. Cir.1985). In determining the issue of likelihood of confusion, and whether there is any genuine issue of material fact relating to such legal inquiry, the trier of fact must evaluate those Dupont factors which are of record and pertinent to the case in question. Kellogg Co., 14 USPQ2d 1545 citing In re E.I. Dupont de Nemours & Co., 476 F.2d 1357, 1361, 177 USPQ 563, 567 (CCPA 1973); Nina Ricci S.A.R.L. v. E.T.F. Enterprises Inc., 12 USPQ2d 1901 (Fed. Cir. 1989); Sweats Fashions Inc. v. Pannill Knitting Co. Inc., 833 F.2d 1560, 4 USPQ2d 1793 (Fed. Cir. 1987); and Kimberly-Clark Corp. 774 F.3d 1144, 227 USPQ 541.

As set forth in Federated Foods, Inc. v. Fort Howard Paper Co., 544 F.2d 1098, 192 USPQ 24, 29 (CCPA 1976), in any likelihood of confusion analysis, two key considerations of the Dupont factors of record and of interest are (1) the similarities of the marks, and (2) the similarities of the goods/services. Additional Dupont factors of record and of interest in the instant proceeding are the similarity of established, likely-to-continue trade channels, and the number and nature of similar marks in use on similar services. See In re E.I. Dupont de Nemours & Co., 476 F.2d at 1361, 177 USPQ at 567 (listing the Dupont factors to be considered in a likelihood of confusion

analysis). Complementary to these aforementioned factors are considerations of the duty of the late comer to avoid confusion, American Rice, Inc. v. H.I.I. Corp., 231 USPQ 793 (TTAB 1986), and the resolution of any doubt as to likelihood of confusion in favor of prior registrant, Kimberly-Clark Corp., 774, F.3d 1144, 227 USPQ 541.

I. Similarity of the Marks

The first Dupont factor requires the determination of the similarity or dissimilarity of the parties' marks when viewed in their entireties in terms of appearance, sound, connotation and overall commercial impression. Palm Bay Imports, Inc. v. Veuve Clicquot Ponsardin Maison Fondee En 1772, 396 F.3d 1369, 73 USPQ2d 1689 (Fed. Cir. 2005). However, contrary to Registrant's suggestion, this test is not whether the marks can be distinguished when subjected to a side-by-side comparison, but rather whether the marks are sufficiently similar in terms of their *overall commercial impression* so that confusion as to the source of the goods or services offered under the respective marks is likely to result. Evolution Healthcare Systems, Inc. v. Evolution Benefits, Inc., Opposition No. 91158602 (TTAB 2007). Furthermore, although the marks at issue must be considered in their entireties, it is well-settled that one feature may be more significant than another, and it is not improper to give more weight to this dominant feature in determining the commercial impression created by the mark. In re Chatam International Inc., 380 F.3d 1340, 71 USPQ2d 1944 (Fed. Cir. 2004); In re National Data Corp., 753 F.2d 1056, 224 USPQ 749 (Fed. Cir. 1985). What is important is not whether people will necessarily confuse the marks, but whether the marks will be likely to confuse people into believing that the services they are purchasing emanate from the same source. Paula Payne Prods. Co. v. Johnson Publishing Co., 473 F.2d 901, 902, 177 USPQ 76, 77 (CCPA 1973); Columbian Steel Tank Co. v. Union Tank & Supply Co., 277 F.2d 192, 196, 125 USPQ 406, 409 (CCPA 1960).

Registrant's mark is POWERBRIDGE in standard character form. The dominant feature in Registrant's mark is the word BRIDGE in POWERBRIDGE. This is because it appears prominently as part of the first word in the mark and its meaning is reinforced by the related word POWER. Since bridges in general possess the ability to wield force or power, the emphasis of the word BRIDGE is the dominant feature of Registrant's Mark—it is that word which is likely to be recognized and used by purchasers as the primary if not sole source-indicating feature of the Mark. Although the other element of Registrant's Mark is by no means ignored, it is entitled to less weight in comparison of Registrant's Mark to Petitioner's Bridge Marks. In re Chatam International Inc., 380 F.3d at 1340; In re National Data Corp., 753 F.2d at 1056. The use of the term "BRIDGE" by both EWB and Aimbridge may suggest to the purchaser that there is a common source or origin between Petitioner's and Registrant's respective services.

Petitioner's Marks are for the terms "YOUR FINANCIAL BRIDGE" and "BUSINESS BRIDGE", both in standard character form. Petitioner's and Registrant's respective Marks are identical to the extent that they contain the same term "BRIDGE". Because of this overlap, the Marks would have significant similarities in appearance. In addition, the BRIDGE portion would be identical in terms of pronunciation. Further, there is no indication that the term BRIDGE would have any different meaning in the competing Marks. This is especially true given that Applicant uses "POWER" with "BRIDGE" which does not create any significant differences in the meaning or commercial impression from the term "BRIDGE" with respect to Petitioner's Bridge Marks. Although POWER is displayed together with POWERBRIDGE, it is a common dictionary term and should be treated as a separate word. Nevertheless, the fact that BRIDGE appears prominently as part of the first word in Registrant's Mark and its meaning is reinforced by the related word

POWER in the Mark strongly evidences that the connotation and overall commercial impression are the same as Petitioner's Bridge Marks.

Further, despite Registrant's contention that the Marks differ in numbers of words and syllables, in the end the word BRIDGE stands out in both the parties' respective Marks in terms of sight, sound and overall commercial impression. Thus, when compared in their entireties, no genuine issue exists that the parties' respective Marks are similar in appearance, pronunciation and connotation, and create a highly similar commercial impression.

2. Similarities of the Services

The next factor to be considered is the similarities of the parties' respective services. It is important to note that here the comparison of the goods or services must be as they are described in the application and the registration in determining whether there is a likelihood of confusion. See Octocom Systems, Inc. v. Houston Computers Services Inc., 918 F.2d 937, 16 USPQ2d 1783, 1787 (Fed. Cir. 1990) ("The authority is legion that the question of registrability of an applicant's mark must be decided on the basis of the identification of goods set forth in the application regardless of what the record may reveal as to the particular nature of an applicant's goods, the particular channels of trade or the class of purchasers to which the sales of goods are directed."); see also Paula Payne Products v. Johnson Publishing Co., 473 F.2d 901, 177 USPQ 76, 77 (CCPA 1973) ("Trademark cases involving the issue of likelihood of confusion must be decided on the basis of the respective descriptions of goods").

As set forth earlier herein, Registrant's statement of services allegedly used in connection with the mark POWERBRIDGE in International Class 36 include as follows:

"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.”

Karczewski Decl., Exh. D.

Registrant is currently using its Bridge Marks, namely, YOUR FINANCIAL BRIDGE and BUSINESS BRIDGE, in International Class 36 for “banking; cash management” services. Indeed, banking and cash management services encompass several of the services, if not all, listed in Aimbridge’s registration: (1) Consumer lending services; (2) Credit reporting services; (3) Financial information provided by electronic means; (4) Financial loan consultation; (5) Matching borrowers with potential lenders in the field of consumer and mortgage lending; (6) Mortgage procurement for others; and (7) Mortgages services, namely buyer pre-qualification of mortgages for mortgage brokers and banks. Accordingly, Registrant’s identification of services set forth in its registration is either directly included within the identification of services set forth in Petitioner’s Bridge Marks or indirectly included under Petitioner’s expected zone of natural expansion.

Moreover, it is well settled that the greater the degree of similarity between the parties’ goods or services, the lesser the degree of similarity between the respective marks that is required to support a finding of likelihood of confusion. Century 21 Real Estate Corp. v. Century Life of America, 970 F.2d 874, 23 USPQ2d 1698 (Fed. Cir. 1992). Here, the degree of similarity between EWB’s and Aimbridge’s respective services is high as such services are very similar as demonstrated above. Therefore, a lesser degree of similarity between the parties’ Marks is all that must be established.

In Board *inter partes* proceedings “it is not necessary that the respective goods and services be identical or even competitive to support a finding of likelihood of confusion. Rather, it is

sufficient that the goods and services be related in some manner, or that the circumstances surrounding their use be such that they would be likely to be encountered by the same persons in situations that would give rise, because of the marks used thereon, to a mistaken belief that they originate from or are in some way associated with the same source or that there is an association or connection between the sources of the respective services.” Apple Computer v. TVNET.net, Inc., Opposition No. 91168875 (TTAB August 28, 2007) citing In re Martin’s Famous Pastry Shoppe, Inc., 748 F.2d 1565, 223 USPQ 1289, 1290 (Fed. Cir. 1984). Moreover, in the context of likelihood of confusion, it is sufficient if likelihood of confusion is found with respect to use of the mark on any item that comes within the description of goods in the application or registration. Id. citing Tuxedo Monopoly Inc. v. General Mills Fun Group, 648 F.2d 1335, 209 USPQ 986, 988 (CCPA 1981). Accordingly, in view of the close relatedness of the services set forth in Aimbridge’s registration for its POWERBRIDGE Mark and Petitioner’s Bridge Marks, it cannot be disputed that no genuine issue exists that the parties’ respective services used in association with their respective Marks are very similar.

3. Similarities of Trade Channels

It is significant to note that neither EWB’s application and registration of its Bridge Marks nor the statement of services of Aimbridge’s registration indicate any restriction as to the channels of trade or class of purchasers. Because the services of EWB’s application and registration and Aimbridge’s registration are virtually identical, it can be assumed that such services travel in the same channels of trade. Without any restrictions in the application or registration, as is the case here, the parties’ respective services must be assumed to travel in all the normal and usual channels of trade for services of this nature. Kangol Ltd., 974 F.2d at 164. Accordingly, it must be presumed that the respective services of EWB and Aimbridge would travel in the same channels

of trade and be sold to the same class of purchasers. Thus, a likelihood of confusion clearly exists between EWB's Marks and Aimbridge's Mark and their respective services. The respective Marks are very similar, the commercial impression is the same, the services are virtually identical, and the services are presumed to travel in the same channels of trade.

4. The Number and Nature of Similar Marks in Use on Similar Services

The final Dupont factor of record for consideration in the instant proceeding involves the number and nature of similar marks in use on similar services. In its motion, Registrant argues that prolific third party use of the term BRIDGE for alleged similar services renders such term weak and eliminates any likelihood of confusion. Despite Registrant's alleged evidence of prolific third-party use, there is simply no evidence in the record that would support a finding that Petitioner's Bridge Marks are weakened by third-party use. Even assuming that Registrant's asserted examples of third-party use are of proper record, none of those third-party uses is relevant to the instant proceeding. Uses of the term BRIDGE in connection with services not related to the services at issue here are not probative evidence under this Dupont factor. Further, Registrant's cited third-party registrations are not probative evidence under the sixth Dupont factor ("the number and nature of similar marks in use on similar goods") because such registrations are not evidence that the marks depicted therein are in use or that they are familiar to purchasers. Olde Tyme Foods Inc. v. Roundy's Inc., 961 F.2d 200, 22 USPQ2d 1542 (Fed. Cir. 1992); In re Mucky Duck Mustard Co., 6 USPQ2d 1467, 1470 n.6 (TTAB 1988).

5. Duty of Latecomer to Select Sufficiently Distinguishable Mark to Avoid Confusion

It is clear in this instance that Aimbridge is the latecomer and had at the very least

constructive knowledge of at least one of EWB's Bridge Marks—BUSINESS BRIDGE—prior to adopting its POWERBRIDGE mark.³ The Board in prior proceedings has applied the rule that applicants as the latecomers have a duty under the trademark law “to select marks for their new products that are sufficiently distinguishable from marks in respect of which others have federally recorded superior rights to prevent confusion.” American Rice, Inc. v. H.I.T. Corp., 231 USPQ 793 (TTAB 1986) citing Bottega Veneta, Inc. v. Volume Shoe Corp., 226 USPQ 964, 969-70 (TTAB 1985). Thus, this well recognized rule and principle of trademark law should be invoked in this proceeding.

6. Any Doubts Are Resolved in Favor of EWB as Prior User and Prior Registrant

EWB respectfully submits that the likelihood of confusion between the respective Marks is clear. Should any doubt exist as to the issue of likelihood of confusion, such doubt should be resolved in favor of the prior user and prior registrant EWB. Kimberly-Clark Corp. v. H. Douglas Enterprises, Ltd., 774 F.2d 1144, 227 USPQ 541 (Fed. Cir. 1985). While there should be no doubt in this proceeding, should the Board believe otherwise, such doubt should be resolved in favor of EWB.

D. Aimbridge Committed Fraud on the USPTO by Falsely Misrepresenting that It had Used its POWERBRIDGE Mark in Connection with Each of the Services Recited in Its Application at the Time of Filing the Application

In Board *inter partes* proceedings, fraud occurs when an applicant for registration knowingly makes false, material representations of fact in connection with an application to register. Torres v. Cantine Torresella S.r.l., 808 F.2d 46, 1 USPQ2d 1483 (Fed. Cir. 1986); Medinol Ltd. v. Neuro Vasx Inc., 67 USPQ2d 1205 (TTAB 2006); Standard Knitting Ltd. v.

³ At the time of first use of Aimbridge's POWERBRIDGE Mark in June 2004, EWB had an existing registration (now canceled) for its BUSINESS BRIDGE Mark, Registration No. 2167742.

Toyota Kabushki Kaisha, 77 USPQ2d 1917 (TTAB 2006) (citing Torres and Medinol for the requisite elements of a fraud claim). “The obligation which the Lanham Act imposes on an applicant is that he will not make knowingly inaccurate or knowingly misleading statements in the verified declaration forming a part of the application for registration.” Bart Schwartz International Textiles, Ltd. v. Federal Trade Commission, 289 F.2d 665, 669, 129 USPQ 258, 260 (CCPA 1961). Moreover, “proof of specific intent is not required, rather, fraud occurs when an applicant or registrant makes a false material representation that the applicant or registrant knew or should have known was false.” General Car and Truck Leasing Systems Inc. v. General Rent-A-Car Inc., 17 USPQ2d 1398, 1400-01 (S.D. Fla. 1990), aff’g General Rent-A-Car Inc. v. General Leaseways, Inc., Canc. No. 14,870 (TTAB 1988) (intent of the signatories not material to question of fraud).

Regarding the determination of intent on summary judgment, the Board has stated that the “appropriate inquiry is not into the registrant’s subjective intent, but rather into the objective manifestations of that intent.” Medinol Ltd., 67 USPQ2d at 1209. The Board has not hesitated to grant summary judgment when intent can be “inferred from the circumstances and related statement made by that person.” See Id. (quoting First Int’l Serv. Corp. v. Chuckles Inc., 5 USPQ2d 1628, 1636 (TTAB 1988)); Hurley International LLC v. Volta, 82 USPQ2d 1339 (TTAB 2007) (concluding there is no dispute and no genuine issue of material fact that applicants filed an application based on use in commerce and signed a declaration attesting to the truth of all the statements in the application when they knew or should have known that they did not use the mark in connection with all the recited services).

The Board has held a statement in an application for registration that a mark had been used on specific goods, when in fact the mark had never been used on such goods, is a willful and false representation to the USPTO. Western Farmers Ass’n v. Loblaw, Inc., 180 USPQ 345, 347

(TTAB 1973) (canceling entire registration based on fact that mark was used on only some of listed goods); see also Torres, 808 F.2d at 49 (canceling entire registration based on registrant's fraud on the USPTO in stating "mark was in use on wine, vermouth, and champagne when he knew it was in use only on wine"); General Car and Truck Leasing Systems Inc., 17 USPQ2d at 1398 (canceling entire registration based on registrant's fraud on the USPTO by falsely stating that the mark had been used on all services when registrant knew it had only been used on some of the services). These foregoing cases are analogous to the instant proceeding with respect to Aimbridge's application for its POWERBRIDGE Mark.

Here, Aimbridge represented in its sworn declaration of the application (electronically submitted to the USPTO on February 24, 2006 by Aimbridge's attorney) that "applicant declares that it is using the mark in commerce, or the applicant's related company or licensee is using the mark in commerce, on or in connection with the identified goods and/or services." Karczewski Decl., Exh. D. Yet the specimens submitted to show use of the POWERBRIDGE Mark in connection with the services recited in Aimbridge's application fail to demonstrate such use at least with respect to the following services at the time of filing its application: Credit reporting services, Matching borrowers with potential lenders in the field of mortgage lending; Mortgage procurement for others; Mortgages services, namely, buyer prequalification of mortgages for mortgage brokers and banks.

It is clear from these specimens, submitted to the USPTO to evidence use of Aimbridge's POWERBRIDGE Mark in connection with each of the services recited in Registrant's application, were insufficient. Aimbridge passed off these deficient specimens as purportedly "Website and marketing materials showing use of the trademark [POWERBRIDGE] in association with the provision of services." Karczewski Decl., Exh. D. Accordingly, Aimbridge made knowingly false

statements in its application which constitute fraud on the USPTO consistent with the established case law set forth above. Consequently, Aimbridge's registration of its POWERBRIDGE Mark should be denied in its entirety.

E. In the Alternative, EWB Moves for Continuance of Discovery Under Fed. R. Civ. P. 56(f) as to the Fraud Ground

When faced with a motion for summary judgment, the nonmoving party should either respond to the motion on the merits, if it is able to do so, or move for a continuance under Rule 56(f) of the *Federal Rules of Civil Procedure*. Creo Products, Inc. v. Martin-Williams, Inc., 2002 TTAB LEXIS 560 *8 (TTAB 2002). Requests for continuance of discovery pending a ruling on a motion for summary judgment in *inter partes* proceedings before the Board are governed by Rule 56(f) of the *Federal Rules of Civil Procedure*. Rule 56(f) allows a nonmovant to seek deferral of a summary judgment ruling pending discovery. Pursuant to Rule 56(f):

“Should it appear from the affidavits of a party opposing the motion that the party cannot for reasons stated present by affidavit facts essential to justify the party's opposition, the court *may refuse the application for judgment or may order a continuance to permit affidavits to be obtained or depositions to be taken or discovery to be had or may make such other order as is just.*”

Fed.R.Civ.P. 56(f) (emphasis added).

A Rule 56(f) motion should only be filed when a party's ability to respond to the moving party's summary judgment motion is so constrained, because of an inability to take necessary discovery, that the Rule 56(f) movant cannot present, by affidavit, facts essential to justify the party's opposition to the moving party's motion for summary judgment. Dyneer Corp. v.

Automotive Prods., 37 USPQ2d 1251 (TTAB 1995).

The general principle of Rule 56(f) is that summary judgment should not be granted “where the nonmoving party has not had the opportunity to discover information that is essential to his opposition.” Anderson v. Liberty Lobby, Inc., 477 U.S. 242, 250 n.5 (1986). The movant’s exclusive control of such information is a factor weighing heavily in favor of relief under Rule 56(f). Committee for the First Amendment v. Campbell et al., 962 F.2d 1517, 1521-1522 (10th Cir. 1992). Thus, Rule 56(f) motions should be liberally granted. See Committee for the First Amendment, 962 F.2d at 1522 quoting James W. Moore & Jeremy C. Vicker, Moore’s Federal Practice ¶ 56.24 (1988) (“Unless dilatory or lacking in merit, the [Rule 56(f)] motion should be liberally treated.”); see also McCormick Delaware, Inc. v. Williams Foods, Inc., 2001 TTAB LEXIS 207 *18 (TTAB 2001) (“As a general rule, motions under 56(f) will be liberally treated.”) If a party has shown a need for discovery that is reasonably directed to facts essential to its opposition to the motion for summary judgment, discovery will be permitted. McCormick Delaware, Inc., 2001 TTAB LEXIS at *19.

The protections of Rule 56(f) must be invoked and can be applied only if a party satisfies certain requirements. Committee for the First Amendment, 962 F.2d at 1522. The courts have particularly summarized the requirements of Rule 56(f) as follows:

“A prerequisite to granting relief [pursuant to Rule 56(f)] . . . is an affidavit furnished by the nonmovant. [citation omitted] Although the affidavit need not contain evidentiary facts, it must explain why facts precluding summary judgment cannot be presented. [citation omitted] This includes identifying the probable facts not available and what steps have been taken to obtain these facts.”

Id. “The purpose of the affidavit is to ensure that the nonmoving party is invoking the protections of Rule 56(f) in good faith and to afford the trial court the showing necessary to assess the merit of a party’s opposition.” First Chicago Int’l v. United Exch. Co. Ltd., 836 F.2d 1375, 1380 (D.C. Cir. 1988); First National Bank of Arizona v. Cities Service Co., 391 U.S. 253, 298 (1968).

By way of this alternative Rule 56(f) Motion and accompanying affidavit (Memorandum of Law) and Declaration of Lisa A. Karczewski, EWB in good faith seeks to invoke the protections of Rule 56(f) and request a continuance of discovery in the instant proceeding between the parties as to the fraud ground so that it can sufficiently meet its burden in presenting affirmative evidence to defeat Aimbridge’s Motion and to support Cross-Motion for Summary Judgment on fraud and thus sustain EWB’s cancellation of the POWERBRIDGE Mark.

To date, no discovery has been exchanged between the parties. While EWB did make attempts to settle the instant proceeding early in discovery on at least three separate occasions, Aimbridge would have nothing to do with EWB’s settlement efforts and blatantly ignored EWB each time. Karczewski Decl., Exh. I. At a minimum, in the event the Board declines to decide summary judgment on the fraud ground, EWB should be allowed to resume discovery, including resetting the discovery close date of December 30, 2007, and propound discovery on the fraud ground before the Board engages in review of Aimbridge’s Motion for Summary Judgment. Otherwise, EWB is effectively being “railroaded” into summary judgment without the safeguard of Rule 56(f), and hence urges the Board to grant its Motion, in the alternative, for continuance of discovery on the fraud ground.

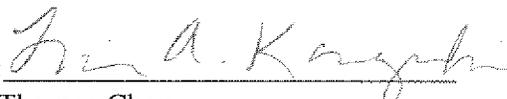
IV. CONCLUSION

A likelihood of confusion undoubtedly exists between EWB's Bridge Marks and Aimbridge's POWERBRIDGE Mark and their respective services—the respective Marks are very similar, the commercial impression is the same, the services are virtually identical, and the services are presumed to travel in the same channels of trade. The evidence of record as it pertains to the relevant Dupont factors clearly supports a finding of likelihood of confusion. EWB is also the prior user of its Bridge Marks. Further, Aimbridge made knowingly false statements in its application which constitute fraud on the USPTO. For these reasons, the Board should grant Petitioner EWB's Cross- Motion for Summary Judgment and deny Registrant Aimbridge's Motion for Summary Judgment, and sustain EWB's petition to cancel the mark POWERBRIDGE in International Class 36. In the alternative, EWB respectfully requests the Board to consider its Cross-Motion for Summary Judgment on the ground of fraud a Motion under Fed. R. Civ. P. 56(f) for Continuance of Discovery and grant the latter such that EWB may conduct discovery on such ground before the Board conducts review of Aimbridge's Motion for Summary Judgment.

Respectfully submitted,

CHAN LAW GROUP LLP

Dated: December 18, 2007

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

CHAN LAW GROUP LLP
1055 W. 7th Street, Suite 1880
Los Angeles, CA 90017
Telephone: (213) 624-6560
Facsimile: (213) 622-1154
Email: 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

_____)	
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 MEMORANDUM IN OPPOSITION TO REGISTRANT'S MOTION FOR SUMMARY JUDGMENT AND IN SUPPORT OF PETITIONER'S CROSS-MOTION FOR SUMMARY JUDGMENT** 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 7th 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**

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

**DECLARATION OF LISA A. KARCZEWSKI IN SUPPORT OF
PETITIONER'S MEMORANDUM IN OPPOSITION TO REGISTRANT'S MOTION
FOR SUMMARY JUDGMENT AND IN SUPPORT OF PETITIONER'S
CROSS-MOTION FOR SUMMARY JUDGMENT**

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 Memorandum in Opposition to Registrant's Motion for Summary Judgment and in Support of Petitioner's Cross-Motion for Summary Judgment. If called upon to do so, I could and would competently testify to the following:

2. Attached hereto as **Exhibit A** is a true and correct copy of Registrant's Answer to Petition for Cancellation.

3. Attached hereto as **Exhibits B-C** are true and correct copies of printouts of Petitioner's Registered Mark and pending application, YOUR FINANCIAL BRIDGE (Registration

No. 3,307,037) and BUSINESS BRIDGE (Serial No. 78/890,654), which are the basis of this cancellation proceeding, downloaded from the USPTO's TARR web server.

4. Attached hereto as **Exhibit D** is a true and correct copy of the prosecution file history for the POWERBRIDGE Mark (Registration No. 3,196,507), downloaded from the USPTO's TARR web server.

5. Attached hereto as **Exhibit E** are true and correct copies of Internet printouts downloaded from EWB's website evidencing use of its: (1) YOUR FINANCIAL BRIDGE Mark in connection with the following services: personal banking, business banking, commercial lending, international banking, and online banking; and (2) BUSINESS BRIDGE Mark in connection with the following services: business banking, commercial lending, international banking and online banking. EWB's website demonstrates that Petitioner's YOUR FINANCIAL BRIDGE and BUSINESS BRIDGE Marks are used in association with banking and cash management services (i.e., commercial lending) in both a business-to-consumer capacity as well as a business-to-business capacity.

6. Attached hereto as **Exhibit F** are true and correct copies of Internet printouts from Aimbridge's website regarding services used in connection with the POWERBRIDGE Mark, downloaded from Aimbridge's website. Aimbridge's website demonstrates that Registrant's POWERBRIDGE Mark is used in association with commercial lending services to businesses in a business-to-business capacity.

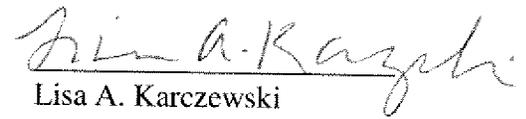
7. At the time of first use of Aimbridge's POWERBRIDGE Mark in June 2004, EWB had an existing registration (now canceled) for its BUSINESS BRIDGE mark, Registration No. 2167742. Attached hereto as **Exhibit G** is a true and correct copy of the latest status for Registration No. 2167742, downloaded from the USPTO's TARR web server.

8. Attached hereto as **Exhibit H** are true and correct copies of specimens in the form of website pages and marketing materials submitted to the USPTO with Aimbridge's electronically filed application for the POWERBRIDGE Mark on February 24, 2006.

9. While EWB did make attempts to settle the instant proceeding early in discovery on at least three separate occasions, Aimbridge would have nothing to do with EWB's settlement efforts and blatantly ignored EWB each time. Attached hereto as **Exhibit I** are true and correct copies of emails dated August 29, 2007, September 26, 2007, and October 16, 2007 (all without referenced attachments) transmitted from EWB's counsel to Aimbridge's counsel relating to EWB's settlement efforts in the instant proceeding.

10. In the alternative, EWB seeks for a continuance of discovery pursuant to Fed. R. Civ. P. 56(f) to enable EWB the opportunity to discover certain information vital to its Memorandum of Law in Opposition to Aimbridge's Motion for Summary Judgment and in support of EWB's Cross-Motion for Summary Judgment as to the fraud ground before the Board engages in a review of Aimbridge's Motion. Such discovery would include at least as follows: (a) the circumstances surrounding the filing of Aimbridge's application for the POWERBRIDGE Mark; and (b) evidence in the form of Aimbridge's website pages, including restricted access portions of the website; and advertising, marketing, sales, and promotional materials, of the POWERBRIDGE Mark used in connection with each of the recited services in the application. Such discovery should establish that Aimbridge committed fraud on the USPTO by falsely representing that it had used its POWERBRIDGE Mark in connection with each of the recited services set forth in its application at the time of filing the same.

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

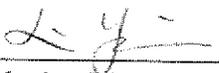
EAST WEST BANK,)	
)	
Petitioner,)	Cancellation No.: 92047559
v.)	
)	
AIMBRIDGE LENDING GROUP, LLC)	
)	
Registrant.)	
_____)	

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

CERTIFICATE OF SERVICE

I certify **DECLARATION OF LISA A. KARCZEWSKI IN SUPPORT OF PETITIONER'S MEMORANDUM IN OPPOSITION TO REGISTRANT'S MOTION FOR SUMMARY JUDGMENT AND IN SUPPORT OF PETITIONER'S CROSS-MOTION FOR SUMMARY JUDGMENT** 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 7th Street, Suite 1880
Los Angeles, California 90017
Tel: (213) 624-6560
Fax: (213) 622-1154
litigation@chanlaw.com

EXHIBIT A

Trademark Trial and Appeal Board Electronic Filing System. <http://esta.uspto.gov>

ESTTA Tracking number: **ESTTA148373**

Filing date: **06/28/2007**

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

Proceeding	92047559
Party	Defendant Aimbridge Lending Group, LLC Aimbridge Lending Group, LLC Suite 300, 4610 S. Ulster Street Denver, CO 80237
Correspondence Address	Aimbridge Lending Group, LLC 116 Inverness Drive East, Suite 250 Englewood, CO 80112 UNITED STATES lowe@blacklaw.com
Submission	Answer
Filer's Name	David A. Lowe
Filer's e-mail	lowe@blacklaw.com, sgist@blacklaw.com, litdocketing@blacklaw.com
Signature	/David A. Lowe/
Date	06/28/2007
Attachments	AIMB-6-1002P01ANS.pdf (4 pages)(76044 bytes)

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

EAST WEST BANK,

Petitioner,

v.

THE AIMBRIDGE GROUP,

Registrant.

Cancellation No. 92047559

ANSWER TO PETITION FOR CANCELLATION

The Aimbridge Group (“Aimbridge”) answers the claims of East West Bank (“East West Bank”) as follows. Paragraph numbers in the Answer correspond to the paragraph numbers used in the Notice of Opposition.

ANSWER

Un-numbered First Paragraph: Aimbridge is without knowledge or information sufficient to form a belief as to the truth of the allegations of the first sentence and therefore denies the same. Aimbridge denies the second and third sentences.

Un-numbered Second Paragraph: Deny.

1. Aimbridge admits that it obtained a trademark registration for the mark POWERBRIDGE, Registration No. 3,196,507. The services associated with this application and filing basis are as maintained in the records of the PTO, which speak for themselves.

2. Aimbridge admits that East West Bank is named as the owner of application Serial Nos. 78/897,563 and 78/890,654 (hereinafter “East West Bank Marks”). The filing date and services associated with these applications are as maintained in the records of the PTO, which speak for themselves.

3. Aimbridge is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations of the paragraph and therefore denies the same.

4. Deny.
5. Deny.
6. Deny.
7. Aimbridge is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations of the paragraph and therefore denies the same.
8. Aimbridge is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations of the paragraph and therefore denies the same.
9. Aimbridge is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations of the paragraph and therefore denies the same.
10. Deny.
11. Deny.
12. Deny.
13. Deny.
14. Deny.

REQUESTED RELIEF

WHEREFORE, Aimbridge, having answered East West Bank's Petition for Cancellation, requests that:

1. East West Bank's Petition for Cancellation be dismissed with prejudice.
2. Aimbridge be granted such other relief as the Board deems just and equitable under the circumstances.

RESPECTFULLY SUBMITTED this 28th day of June, 2007.

s/ David A. Lowe, PTO Reg. No. 39,281
Email: lowe@blacklaw.com

BLACK LOWE & GRAHAM^{PLLC}
701 Fifth Avenue, Suite 4800
Seattle, WA 98104
T: 206.381.3300
F: 206.381.3301

Attorneys for The Aimbridge Group

CERTIFICATE OF SERVICE

I hereby certify that on the 28th day of June, 2007 a true copy of the foregoing ANSWER TO PETITION FOR CANCELLATION was served via First Class U.S Mail, addressed as follows:

Ronald M. St. Marie
Thomas Chan
CHAN LAW GROUP^{LLP}
1055 W. 7th Street, Suite 1880
Los Angeles, CA 90017

EXECUTED on June 28, 2007.

s/ Sarah Gist
Sarah Gist

EXHIBIT B

Thank you for your request. Here are the latest results from the TARR web server.

This page was generated by the TARR system on 2007-12-17 19:40:22 ET

Serial Number: 78897563 [Assignment Information](#) [Trademark Document Retrieval](#)

Registration Number: 3307037

Mark

YOUR FINANCIAL BRIDGE

(words only): YOUR FINANCIAL BRIDGE

Standard Character claim: Yes

Current Status: Registered.

Date of Status: 2007-10-09

Filing Date: 2006-05-31

Filed as TEAS Plus Application: Yes

Currently TEAS Plus Application: Yes

Transformed into a National Application: No

Registration Date: 2007-10-09

Register: Principal

Law Office Assigned: LAW OFFICE 117

If you are the applicant or applicant's attorney and have questions about this file, please contact the Trademark Assistance Center at TrademarkAssistanceCenter@uspto.gov

Current Location: L50 -TMEG Law Office 105

Date In Location: 2007-12-17

LAST APPLICANT(S)/OWNER(S) OF RECORD

1. East West Bank

Address:

East West Bank
135 N. Los Robles Ave., 7th Floor
Pasadena, CA 91101
United States

Legal Entity Type: Corporation

State or Country of Incorporation: California

GOODS AND/OR SERVICES

International Class: 036

Class Status: Active

Banking; Cash management

Basis: 1(a)

First Use Date: 1997-01-01

First Use in Commerce Date: 1997-01-01

ADDITIONAL INFORMATION

Disclaimer: "FINANCIAL"

MADRID PROTOCOL INFORMATION

(NOT AVAILABLE)

PROSECUTION HISTORY

NOTE: To view any document referenced below, click on the link to "Trademark Document Retrieval" shown near the top of this page.

- 2007-12-17 - Assigned To Petition Staff
- 2007-12-14 - Request To Cancel Inadvertently Issued Registration Received
- 2007-10-09 - Registered - Principal Register
- 2007-08-31 - Opposition terminated for Proceeding
- 2007-08-31 - Opposition dismissed for Proceeding
- 2007-05-16 - Opposition instituted for Proceeding
- 2007-03-16 - Opposition instituted for Proceeding
- 2007-02-12 - Extension Of Time To Oppose Received
- 2007-01-16 - Published for opposition

- 2006-12-27 - Notice of publication
- 2006-11-30 - Law Office Publication Review Completed
- 2006-11-27 - Assigned To LIE
- 2006-11-09 - Approved for Pub - Principal Register (Initial exam)
- 2006-11-02 - Teas/Email Correspondence Entered
- 2006-11-01 - Communication received from applicant
- 2006-11-01 - TEAS Response to Office Action Received
- 2006-10-25 - Non-final action mailed
- 2006-10-24 - Non-Final Action Written
- 2006-10-24 - Assigned To Examiner
- 2006-06-06 - New Application Entered In Tram

ATTORNEY/CORRESPONDENT INFORMATION

Attorney of Record

Thomas T. Chan

Correspondent

THOMAS T. CHAN
CHAN LAW GROUP LLP
1055 W 7th Street Suite 1880
LOS ANGELES, CA 90017
Phone Number: 213-624-6560
Fax Number: 213-622-1154

EXHIBIT C

Thank you for your request. Here are the latest results from the TARR web server.

This page was generated by the TARR system on 2007-12-17 19:40:54 ET

Serial Number: 78890654 [Assignment Information](#) [Trademark Document Retrieval](#)

Registration Number: (NOT AVAILABLE)

Mark

BUSINESS BRIDGE

(words only): BUSINESS BRIDGE

Standard Character claim: Yes

Current Status: An opposition is now pending at the Trademark Trial and Appeal Board.

Date of Status: 2007-05-16

Filing Date: 2006-05-23

Filed as TEAS Plus Application: Yes

Currently TEAS Plus Application: Yes

Transformed into a National Application: No

Registration Date: (DATE NOT AVAILABLE)

Register: Principal

Law Office Assigned: LAW OFFICE 117

Attorney Assigned:
CARTY GEORGIA A [Employee Location](#)

Current Location: 650 -Publication And Issue Section

Date In Location: 2006-12-11

LAST APPLICANT(S)/OWNER(S) OF RECORD

I. East West Bank

Address:

East West Bank
135 N. Los Robles Ave., 7th Floor
Pasadena, CA 91101
United States

Legal Entity Type: Corporation

State or Country of Incorporation: California

GOODS AND/OR SERVICES

International Class: 036

Class Status: Active

Banking; Cash management

Basis: 1(a)

First Use Date: 1997-05-15

First Use in Commerce Date: 1997-05-15

ADDITIONAL INFORMATION

Disclaimer: "BUSINESS"

MADRID PROTOCOL INFORMATION

(NOT AVAILABLE)

PROSECUTION HISTORY

NOTE: To view any document referenced below, click on the link to "Trademark Document Retrieval" shown near the top of this page.

- 2007-05-16 - Opposition instituted for Proceeding
- 2007-02-12 - Extension Of Time To Oppose Received
- 2007-01-16 - Published for opposition
- 2006-12-27 - Notice of publication
- 2006-11-29 - Law Office Publication Review Completed
- 2006-11-29 - Assigned To LIE
- 2006-11-10 - Approved for Pub - Principal Register (Initial exam)
- 2006-11-08 - Teas/Email Correspondence Entered
- 2006-11-07 - Communication received from applicant

2006-11-07 - TEAS Response to Office Action Received

2006-10-25 - Non-final action mailed

2006-10-24 - Non-Final Action Written

2006-10-24 - Assigned To Examiner

2006-05-31 - New Application Entered In Tram

ATTORNEY/CORRESPONDENT INFORMATION

Attorney of Record

Thomas T. Chan

Correspondent

THOMAS T. CHAN

CHAN LAW GROUP LLP

PO BOX 79159

LOS ANGELES, CA 90079-0159

Phone Number: 213-624-6560

Fax Number: 213-622-1154

EXHIBIT D

Int. Cls.: 36 and 42

Prior U.S. Cls.: 100, 101 and 102

United States Patent and Trademark Office

Reg. No. 3,196,507

Registered Jan. 9, 2007

**SERVICE MARK
PRINCIPAL REGISTER**

POWERBRIDGE

THE AIMBRIDGE GROUP (COLORADO CORPORATION)
SUITE 300
4610 S. ULSTER STREET
DENVER, CO 80237

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 CLASS 36 (U.S. CLS. 100, 101 AND 102).

FIRST USE 6-0-2004; IN COMMERCE 6-0-2004.

FOR: PROVIDING ONLINE NON-DOWNLOADABLE SOFTWARE FOR COLLECTING, ANALYZING, MONITORING AND REPORTING THE STATUS OF LOAN FINANCING, MORTGAGE LENDING AND FINANCIAL INFORMATION SERVICES, IN CLASS 42 (U.S. CLS. 100 AND 101).

FIRST USE 6-0-2004; IN COMMERCE 6-0-2004.

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

SER. NO. 78-823,304, FILED 2-24-2006.

KATHERINE CHANG, EXAMINING ATTORNEY

Side - 1



NOTICE OF PUBLICATION UNDER §12(a)
MAILING DATE: Oct 4, 2006
PUBLICATION DATE: Oct 24, 2006

The mark identified below will be published in the Official Gazette on Oct 24, 2006. Any party who believes they will be damaged by registration of the mark may oppose its registration by filing an opposition to registration or a request to extend the time to oppose within thirty (30) days from the publication date on this notice. If no opposition is filed within the time specified by law, the USPTO may issue a Certificate of Registration.

To view the Official Gazette online or to order a paper copy, visit the USPTO website at <http://www.uspto.gov/web/trademarks/tmog/> any time within the five-week period after the date of publication. You may also order a printed version from the U.S. Government Printing Office (GPO) at <http://bookstore.gpo.gov> or 202-512-1800. To check the status of your application, go to <http://tarr.uspto.gov/>.

SERIAL NUMBER: 78823304
MARK: POWERBRIDGE
OWNER: The Aimbridge Group

Side - 2

UNITED STATES PATENT AND TRADEMARK OFFICE
COMMISSIONER FOR TRADEMARKS
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ALEXANDRIA, VA 22313-1451

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BLACK LOWE & GRAHAM
701 5TH AVE STE 4800
SEATTLE, WA 98104-7009

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

OVERVIEW

SERIAL NUMBER	78823304	FILING DATE	02/24/2006
REG NUMBER	0000000	REG DATE	N/A
REGISTER	PRINCIPAL	MARK TYPE	SERVICE MARK
INTL REG #	N/A	INTL REG DATE	N/A
TM ATTORNEY	CHANG, KATHERINE S	L.O. ASSIGNED	115

PUB INFORMATION

RUN DATE	08/22/2006
PUB DATE	N/A
STATUS	680-APPROVED FOR PUBLICATON
STATUS DATE	08/21/2006
LITERAL MARK ELEMENT	POWERBRIDGE

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

CURRENT OWNER INFORMATION

PARTY TYPE	10-ORIGINAL APPLICANT
NAME	The Aimbridge Group
ADDRESS	Suite 300 4610 S. Ulster Street Denver, CO 80237
ENTITY	03-CORPORATION
CITIZENSHIP	Colorado

GOODS AND SERVICES

INTERNATIONAL CLASS	036
DESCRIPTION TEXT	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
INTERNATIONAL CLASS	042
DESCRIPTION TEXT	Providing online non-downloadable software for collecting, analyzing, monitoring and reporting the status of loan financing, mortgage lending and financial information services

GOODS AND SERVICES CLASSIFICATION

INTERNATIONAL CLASS	036	FIRST USE DATE	06/00/2004	FIRST USE IN COMMERCE DATE	06/00/2004	CLASS STATUS	6-ACTIVE
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INTERNATIONAL CLASS	042	FIRST USE DATE	06/00/2004	FIRST USE IN COMMERCE DATE	06/00/2004	CLASS STATUS	6-ACTIVE
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MISCELLANEOUS INFORMATION/STATEMENTS

CHANGE IN REGISTRATION	NO
PSEUDO MARK	POWER BRIDGE

PROSECUTION HISTORY

DATE	ENT CD	ENT TYPE	DESCRIPTION	ENT NUM
08/21/2006	CNSA	O	APPROVED FOR PUB - PRINCIPAL REGISTER	003
08/14/2006	DOCK	D	ASSIGNED TO EXAMINER	002
03/03/2006	NWAP	I	NEW APPLICATION ENTERED IN TRAM	001

CURRENT CORRESPONDENCE INFORMATION

ATTORNEY	David A. Lowe
CORRESPONDENCE ADDRESS	DAVID A. LOWE BLACK LOWE & GRAHAM 701 5TH AVE STE 4800 SEATTLE, WA 98104-7009
DOMESTIC REPRESENTATIVE	NONE

POWERBRIDGE

*** User:kchang1 ***

#	Total Marks	Dead Marks	Live Viewed Docs	Live Viewed Images	Status/ Search Duration	Search
01	1	0	1	1	0:01	78823304[SN]
02	12844	N/A	0	0	0:03	*p{v}{"uw"}{v;r*{bi,ti} and live{ld}
03	5162	N/A	0	0	0:02	*br{"iy"}{c0:1}{jg"}*{bi,ti} and live{ld}
04	22	0	22	10	0:01	2 and 3

Session started 8/14/2006 4:36:28 PM

Session finished 8/14/2006 4:38:30 PM

Total search duration 0 minutes 7 seconds

Session duration 2 minutes 2 seconds

Default NEAR limit=1 ADJ limit=1

Sent to TICRS as Serial Number: 78823304

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INDIRECT LENDING

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[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 advanced lending tools and processes. 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."

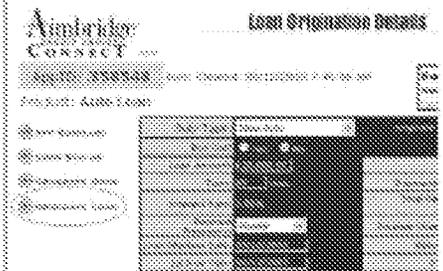
PowerBridge™ Connectivity Solution

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.

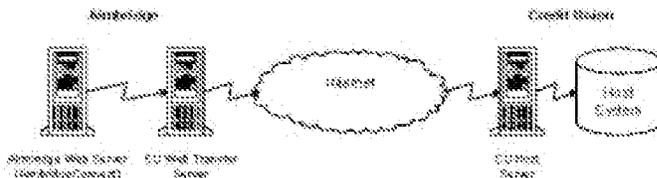
Loan data can be uploaded to your host system using the technology that you currently use to manage your Aimbridge loan volume — www.aimbridgeconnect.com. Upload all loan origination detail into your credit union's host system with the click of a button. ☞



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. ☞



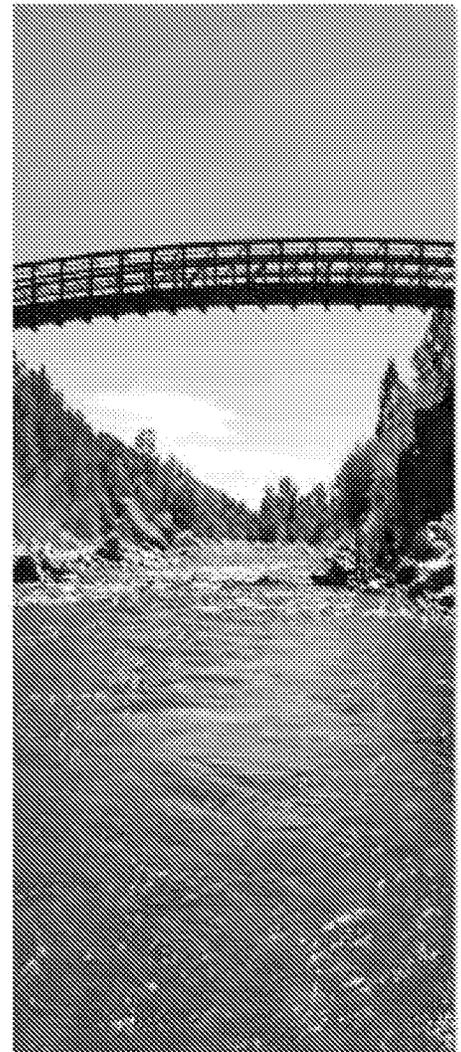
Key Credit Union Benefits:

- 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

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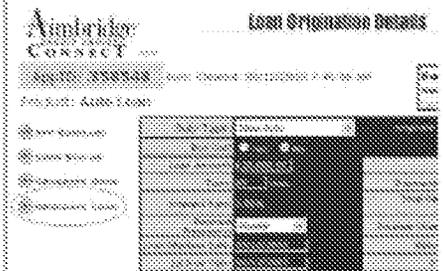
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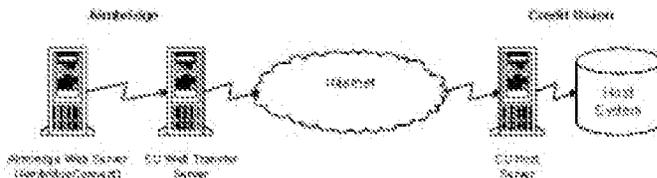
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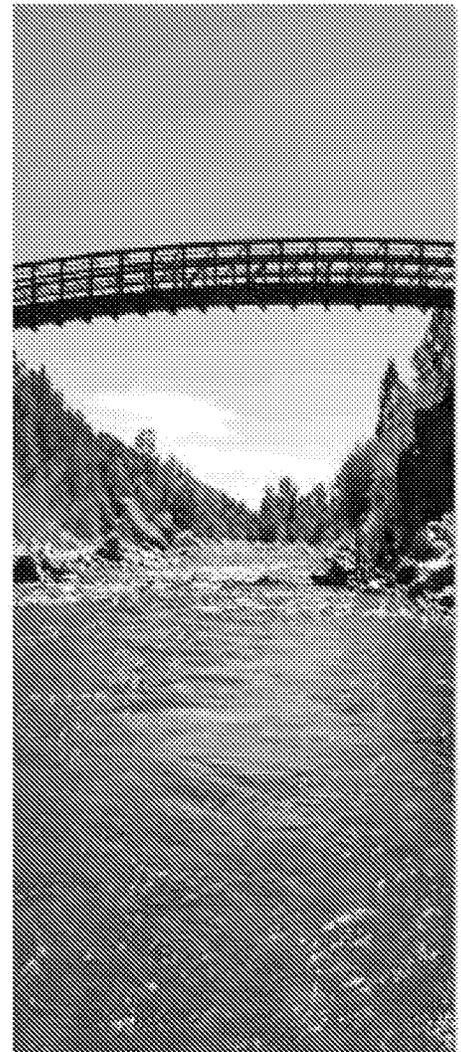


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Trademark/Service Mark Application, Principal Register

TEAS Plus Application

Serial Number: 78823304
Filing Date: 02/24/2006

*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	POWERBRIDGE
*STANDARD CHARACTERS	YES
USPTO-GENERATED IMAGE	YES
LITERAL ELEMENT	POWERBRIDGE
*MARK STATEMENT	The mark consists of standard characters, without claim to any particular font, style, size, or color.
APPLICANT INFORMATION	
*OWNER OF MARK	The Aimbridge Group
*STREET	4610 S. Ulster Street
INTERNAL ADDRESS	Suite 300
*CITY	Denver
*STATE (Required for U.S. applicants)	Colorado
*COUNTRY	United States
*ZIP/POSTAL CODE (Required for U.S. applicants only)	80237
AUTHORIZED TO COMMUNICATE VIA EMAIL	No
LEGAL ENTITY INFORMATION	
*TYPE	CORPORATION
*STATE/COUNTRY OF INCORPORATION	Colorado
GOODS AND/OR SERVICES AND BASIS INFORMATION	
*INTERNATIONAL CLASS	036

*DESCRIPTION	Consumer lending services
*FILING BASIS	SECTION 1(a)
*FIRST USE ANYWHERE DATE	At least as early as 06/00/2004
*FIRST USE IN COMMERCE DATE	At least as early as 06/00/2004
*SPECIMEN FILE NAME	\\TICRS\EXPORT7\IMAGEOUT7\788\233\78823304\xml\FT K0003.JPG
	\\TICRS\EXPORT7\IMAGEOUT7\788\233\78823304\xml\FT K0004.JPG
	\\TICRS\EXPORT7\IMAGEOUT7\788\233\78823304\xml\FT K0005.JPG
SPECIMEN DESCRIPTION	Website and marketing materials showing use of the trademark in association with the provision of services.
*DESCRIPTION	Credit reporting services
*FILING BASIS	SECTION 1(a)
*FIRST USE ANYWHERE DATE	At least as early as 06/00/2004
*FIRST USE IN COMMERCE DATE	At least as early as 06/00/2004
*SPECIMEN FILE NAME	\\TICRS\EXPORT7\IMAGEOUT7\788\233\78823304\xml\FT K0003.JPG
	\\TICRS\EXPORT7\IMAGEOUT7\788\233\78823304\xml\FT K0004.JPG
	\\TICRS\EXPORT7\IMAGEOUT7\788\233\78823304\xml\FT K0005.JPG
SPECIMEN DESCRIPTION	Website and marketing materials showing use of the trademark in association with the provision of services.
*DESCRIPTION	Financial information provided by electronic means
*FILING BASIS	SECTION 1(a)
*FIRST USE ANYWHERE DATE	At least as early as 06/00/2004
*FIRST USE IN COMMERCE DATE	At least as early as 06/00/2004
*SPECIMEN FILE NAME	\\TICRS\EXPORT7\IMAGEOUT7\788\233\78823304\xml\FT K0003.JPG
	\\TICRS\EXPORT7\IMAGEOUT7\788\233\78823304\xml\FT K0004.JPG
	\\TICRS\EXPORT7\IMAGEOUT7\788\233\78823304\xml\FT K0005.JPG
SPECIMEN DESCRIPTION	Website and marketing materials showing use of the trademark in association with the provision of services.
*DESCRIPTION	Financial loan consultation
*FILING BASIS	SECTION 1(a)
*FIRST USE ANYWHERE DATE	At least as early as 06/00/2004
*FIRST USE IN COMMERCE DATE	At least as early as 06/00/2004
*SPECIMEN FILE NAME	\\TICRS\EXPORT7\IMAGEOUT7\788\233\78823304\xml\FT K0003.JPG
	\\TICRS\EXPORT7\IMAGEOUT7\788\233\78823304\xml\FT K0004.JPG
	\\TICRS\EXPORT7\IMAGEOUT7\788\233\78823304\xml\FT K0005.JPG

SPECIMEN DESCRIPTION	Website and marketing materials showing use of the trademark in association with the provision of services.
*DESCRIPTION	Matching borrowers with potential lenders in the field of consumer and mortgage lending
*FILING BASIS	SECTION 1(a)
*FIRST USE ANYWHERE DATE	At least as early as 06/00/2004
*FIRST USE IN COMMERCE DATE	At least as early as 06/00/2004
*SPECIMEN FILE NAME	\\TICRS\EXPORT7\IMAGEOUT7\788\233\78823304\xml\AFT K0003.JPG
	\\TICRS\EXPORT7\IMAGEOUT7\788\233\78823304\xml\AFT K0004.JPG
	\\TICRS\EXPORT7\IMAGEOUT7\788\233\78823304\xml\AFT K0005.JPG
SPECIMEN DESCRIPTION	Website and marketing materials showing use of the trademark in association with the provision of services.
*DESCRIPTION	Mortgage procurement for others
*FILING BASIS	SECTION 1(a)
*FIRST USE ANYWHERE DATE	At least as early as 06/00/2004
*FIRST USE IN COMMERCE DATE	At least as early as 06/00/2004
*SPECIMEN FILE NAME	\\TICRS\EXPORT7\IMAGEOUT7\788\233\78823304\xml\AFT K0003.JPG
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	\\TICRS\EXPORT7\IMAGEOUT7\788\233\78823304\xml\AFT K0005.JPG
SPECIMEN DESCRIPTION	Website and marketing materials showing use of the trademark in association with the provision of services.
*DESCRIPTION	Mortgages services, namely, buyer pre-qualification of mortgages for mortgage brokers and banks
*FILING BASIS	SECTION 1(a)
*FIRST USE ANYWHERE DATE	At least as early as 06/00/2004
*FIRST USE IN COMMERCE DATE	At least as early as 06/00/2004
*SPECIMEN FILE NAME	\\TICRS\EXPORT7\IMAGEOUT7\788\233\78823304\xml\AFT K0003.JPG
	\\TICRS\EXPORT7\IMAGEOUT7\788\233\78823304\xml\AFT K0004.JPG
	\\TICRS\EXPORT7\IMAGEOUT7\788\233\78823304\xml\AFT K0005.JPG
SPECIMEN DESCRIPTION	Website and marketing materials showing use of the trademark in association with the provision of services.
GOODS AND/OR SERVICES AND BASIS INFORMATION	
*INTERNATIONAL CLASS	042
*DESCRIPTION	Providing online non-downloadable software for collecting, analyzing, monitoring and reporting the status of loan financing, mortgage lending and financial information services

*FILING BASIS	SECTION 1(a)
*FIRST USE ANYWHERE DATE	At least as early as 06/00/2004
*FIRST USE IN COMMERCE DATE	At least as early as 06/00/2004
*SPECIMEN FILE NAME	\\TICRS\EXPORT7\IMAGEOUT7\788\233\78823304\xml\AFT K0006.JPG
	\\TICRS\EXPORT7\IMAGEOUT7\788\233\78823304\xml\AFT K0007.JPG
	\\TICRS\EXPORT7\IMAGEOUT7\788\233\78823304\xml\AFT K0008.JPG
SPECIMEN DESCRIPTION	Website and marketing materials showing use of the trademark in association with the provision of services.

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	David A. Lowe
ATTORNEY DOCKET NUMBER	AIMB-2-1017
FIRM NAME	Black Lowe & Graham
STREET	701 Fifth Avenue
INTERNAL ADDRESS	Suite 4800
CITY	Seattle
STATE	Washington
COUNTRY	United States
ZIP/POSTAL CODE	98104
PHONE	206.381.3300
FAX	206.381.3301
EMAIL ADDRESS	lowe@blacklaw.com
AUTHORIZED TO COMMUNICATE VIA EMAIL	Yes
OTHER APPOINTED ATTORNEY	Lawrence D. Graham

CORRESPONDENCE INFORMATION

*NAME	David A. Lowe
FIRM NAME	Black Lowe & Graham
*STREET	701 Fifth Avenue
INTERNAL ADDRESS	Suite 4800
* CITY	Seattle
* STATE (Required for U.S. applicants)	Washington
* COUNTRY	United States
* ZIP/POSTAL CODE (Required for U.S. applicants only)	98104
PHONE	206.381.3300
FAX	206.381.3301
* EMAIL ADDRESS	lowe@blacklaw.com
*AUTHORIZED TO COMMUNICATE VIA EMAIL	Yes
FEE INFORMATION	
NUMBER OF CLASSES	2
FEE PER CLASS	275
TOTAL FEE DUE	550
SIGNATURE INFORMATION	
* SIGNATURE	/David A. Lowe/
* SIGNATORY NAME	David A. Lowe
SIGNATORY POSITION	Attorney
* SIGNATURE DATE	02/24/2006
FILING INFORMATION SECTION	
SUBMIT DATE	Fri Feb 24 19:53:09 EST 2006
TEAS STAMP	USPTO/FTK-66.213.200.186- 20060224195309196757-7882 3304-300413aafc04067d9dba 5222d633ae766-CC-827-2006 0224193753070120

Trademark/Service Mark Application, Principal Register
TEAS Plus Application

Serial Number: 78823304

Filing Date: 02/24/2006

To the Commissioner for Trademarks:

MARK: POWERBRIDGE (Standard Characters, see mark)

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

The applicant, The Aimbridge Group, a corporation of Colorado, residing at Suite 300, 4610 S. Ulster Street, Denver, Colorado, United States, 80237, 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 specific filing basis information for each item, you must view the display within the Input Table.

International Class 036: 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

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

International Class 042: Providing online non-downloadable software for collecting, analyzing, monitoring and reporting the status of loan financing, mortgage lending and financial information services

If the applicant is filing under Section 1(b), intent to use, the applicant declares that it has a bona fide intention to use or use through the applicant's related company or licensee the mark in commerce on or in connection with the identified goods and/or services. 15 U.S.C. Section 1051(b), as amended.

If the applicant is filing under Section 1(a), actual use in commerce, the applicant declares that it is using the mark in commerce, or the applicant's related company or licensee is using the mark in commerce, on or in connection with the identified goods and/or services. 15 U.S.C. Section 1051(a), as amended.

If the applicant is filing under Section 44(d), priority based on foreign application, the applicant declares that it has a bona fide intention to use the mark in commerce on or in connection with the identified goods and/or services, and asserts a claim of priority based on a specified foreign application(s). 15 U.S.C. Section 1126(d), as amended.

If the applicant is filing under Section 44(e), foreign registration, the applicant declares that it has a bona fide intention to use the mark in commerce on or in connection with the identified goods and/or services, and submits a copy of the supporting foreign registration(s), and translation thereof, if appropriate. 15 U.S.C. Section 1126(e), as amended.

The applicant hereby appoints David A. Lowe and Lawrence D. Graham of Black Lowe & Graham, Suite 4800, 701 Fifth Avenue, Seattle, Washington, United States, 98104 to submit this application on behalf of the applicant. The attorney docket/reference number is AIMB-2-1017.

The USPTO is authorized to communicate with the applicant or its representative at the following email address: lowe@blacklaw.com.

A fee payment in the amount of \$550 will be submitted with the application, representing payment for 2 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: /David A. Lowe/ Date: 02/24/2006

Signatory's Name: David A. Lowe

Signatory's Position: Attorney

Mailing Address:

David A. Lowe

Suite 4800

701 Fifth Avenue

Seattle, Washington 98104

RAM Sale Number: 827

RAM Accounting Date: 02/27/2006

Serial Number: 78823304

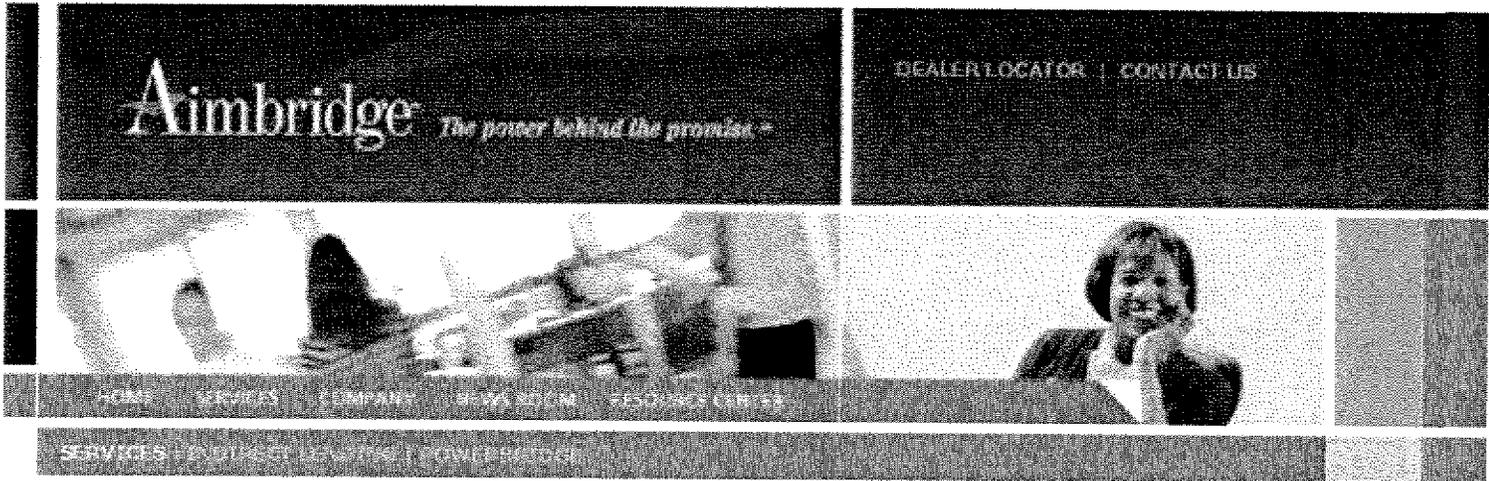
Internet Transmission Date: Fri Feb 24 19:53:09 EST 2006

TEAS Stamp: USPTO/FTK-66.213.200.186-200602241953091

96757-78823304-300413aafc04067d9dba5222d

633ae766-CC-827-20060224193753070120

POWERBRIDGE



SERVICES

- INDIRECT LENDING
- AIMBRIDGE CONNECT
- FINANCIAL SERVICES
- POWERBRIDGE
- OPERATIONAL SERVICES
- AUTOMATIC APPLINE

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 by Dealers - Solution Benefits

- Dealer Management System integration to Appline™
- Auto-population of loan application data to and from the DMIS
- Support of eCollating 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 DMIS file ID and, at the click of a button, retrieve all application information and populate Appline data fields. This process is automatic.

"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."

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 Lindsey, 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 booking 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?

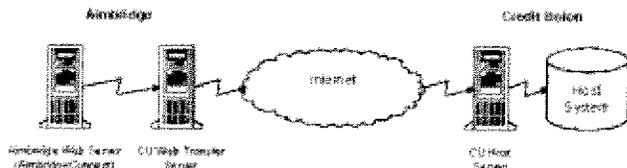
A simple web interface.

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. 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

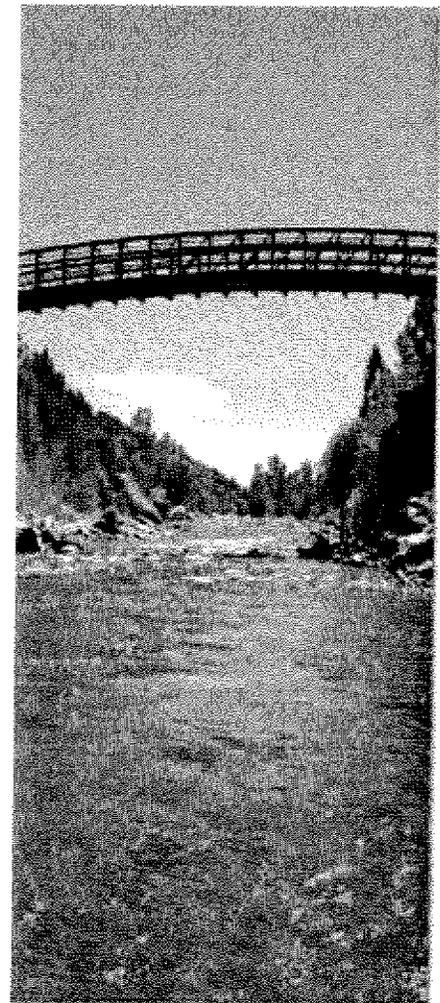
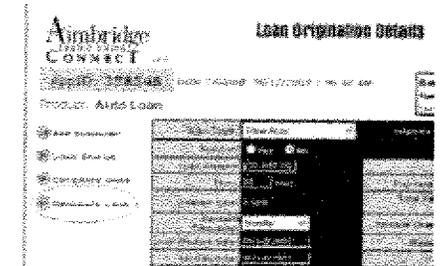
- Real-time Membership Validation
- Cross-selling Opportunities
- Submission/Decisioning of Direct Loan Applicants
- Enhanced "Host Level" Reporting and Data Analysis
- Deeper Decisioning
- Internal Credit Bureau Pulling & Parsing
- Web-based Access to Pre-Loaded Loan Data
- Automation/Replication of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

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

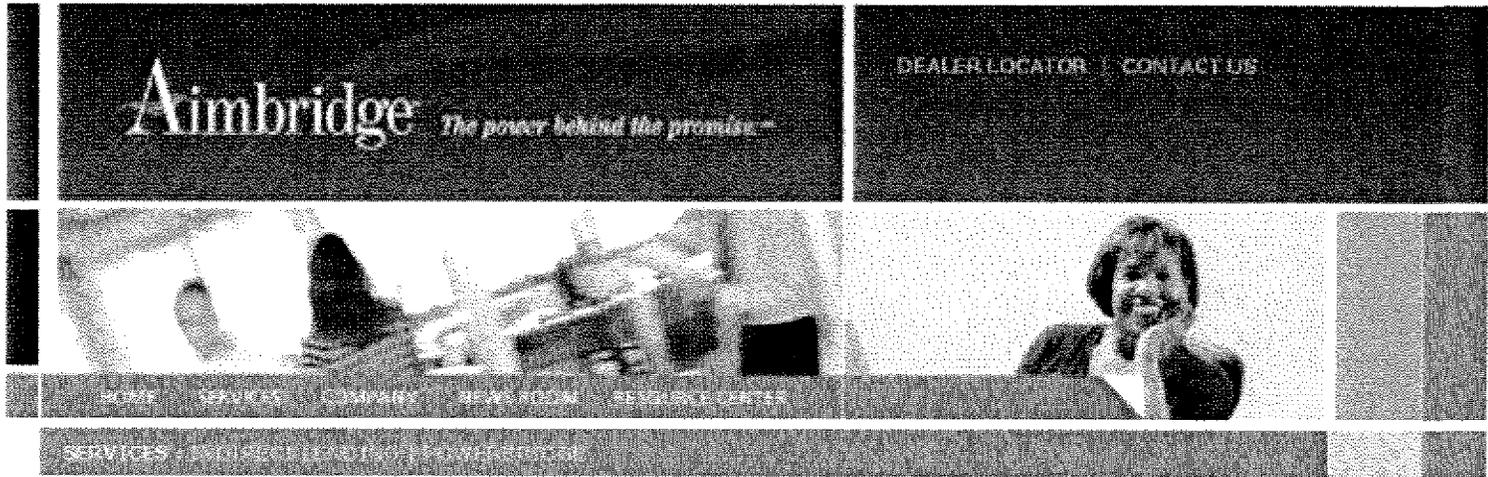
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- APPLICABLE MARKET
- FINANCIAL SERVICES
- POWERBRIDGE
- ORIGINATOR PORTFOLIO
- AUTOMATIC ASSISTANT

PowerBridge

Your Tool To Stay Connected

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- Automated product cross-selling opportunities
- Deeper, more consistent, automated credit decisioning

PowerBridge for Dealers - Solution Benefits

- Dealer Management System integration to Applix™
- Auto-population of loan application data to and from the DMS
- 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 DMS core systems. As applications are submitted to Aimbridge from the dealership via Applix™, 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 platform. If membership is verified, PowerBridge will pass back name, address, and member status information to pre-populate Applix's application to e-file. If membership is not found, Applix 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 Applix from their Dealer Management System (DMS). PowerBridge provides the dealer the ability to enter a DMS lead ID and, at the click of a button, retrieve all application information and populate Applix data fields. This process is available

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David Lindsey
Vice President
Technology

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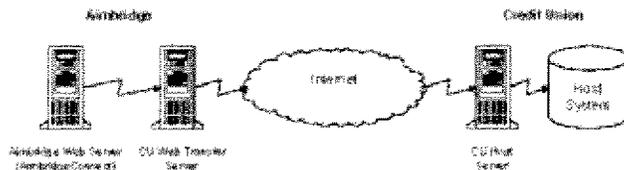
A simple web interface.

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. Upload all loan origination detail into your credit union's host system with the click of a button. ☺

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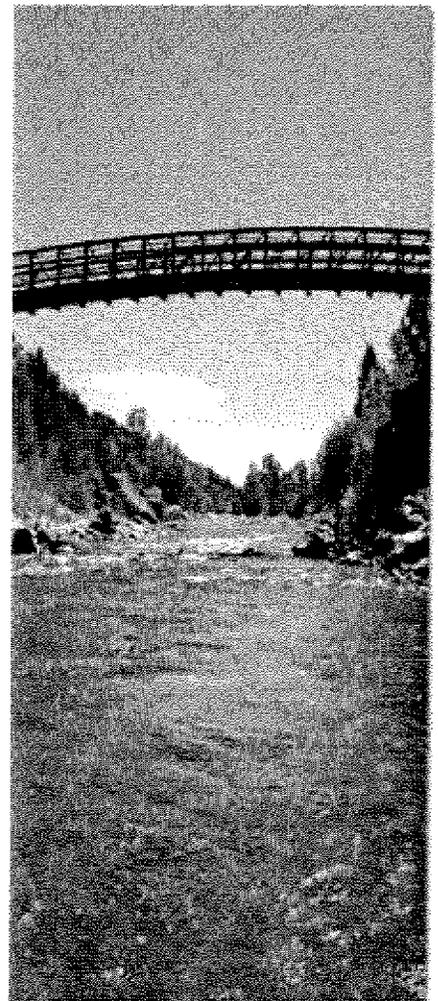
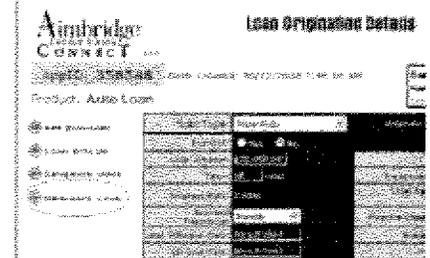
Key Credit Union Benefits

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- 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.
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Aimbridge Lending™



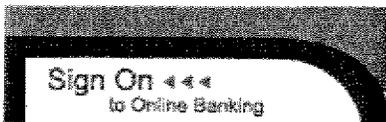
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EXHIBIT E



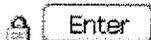
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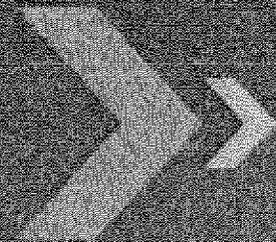
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To where you want to be.*



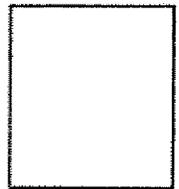
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at East West Bank Alhambra Main St. Branch
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SERVICES

INDIRECT LENDING
AUTOMOTIVE AVENUES

Services

The exceptional level of service that Aimbridge® Lending Solutions affords to its lender partners will provide for consumers, members, and potential members, the ease of financing their auto purchase through the credit union or financial institution without leaving the dealership. By recognizing trends early and responding quickly and effectively, Aimbridge has developed a national distribution system that connects lenders with a vast automotive dealer network to provide customers and potential customers with automobile loans.

Aimbridge® has implemented enhanced technology-based tools that make loan approvals faster, more accurate and virtually paperless. This results in lower loan processing costs and better service.

AimbridgeConnect™ – An online application and tracking tool that allows lenders to monitor and manage every step in the loan origination process.

Appline™ – An online application tool that guides dealers and prospective borrowers through the loan process.

LoanTrack – Tracks applications and contracts, updates loan information, and manages compliance and loan funding.

PowerBridge™ – An integrated solution that allows Aimbridge to upload or download application and loan data from the Aimbridge lending system, known as AimbridgeConnect™, into its customer's host systems.

CDS Credit Desk Support provides indirect lending underwriting assistance to credit unions while maintaining credit consistency and decision turn-times. To facilitate underwriting services, Aimbridge applies your credit criteria to decision all loan applications authorized to be referred.

BridgePoint™ – An enhanced information management system designed to help lenders manage activities.

"As Aimbridge does our commitment to the hundreds of credit unions we serve nationwide. Our trust in dealer relationships and technology and the cornerstone of our business."

Steve Bentley
CEO
Aimbridge



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INDIRECT LENDING

AIMBRIDGE CONNECT

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CDS CREDIT DESK SUPPORT

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"Aimbridge believes the only way for the industry to continue to grow is to provide dealers with the most efficient lending and processing. PowerBridge does that."

Da
Vic

PowerBridge for Lenders - Solution Benefits

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David Lindsey, Vice President of Technology at Aimbridge

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Aimbridge Connect

Your Online Application and Tracking Solution for Indirect Lending

To log onto AimbridgeConnect™ please browse to www.aimbridgeconnect.com

AimbridgeConnect™ is a suite of lending tools that enables automotive dealers to immediately track and verify automobile loan applications from the point of application through loan funding. Using sophisticated online tools, AimbridgeConnect enables a fast, efficient loan decisioning process.

By using Aimbridge Connect, the system provides instant-decisioning, a unique feature which gives applicants a "yes" or "no" answer at the dealership 24 hours a day, 7 days a week.

The AimbridgeConnect Suite includes:

- AppLine™: The online application component that speeds loan decisioning.
- LoanTrack: Tracks the loan through every step of the process, generating audit trails for both dealers and lenders.
- PowerBridge™: Connects the Aimbridge lending system to our customers' core processing system and allows for efficient electronic uploading of loans completed.

"We have listed credit union and partners needs enhanced Aimbridge Connect so that to navigate and more automate to make the loan application app process faster and efficient. These enhancements Aimbridge Connect improve our credit partners offering them more control the dealer market."

Stu Chair

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Mark (words only): BUSINESS BRIDGE

Standard Character claim: No

Current Status: Registration canceled under Section 8.

Date of Status: 2005-03-26

Filing Date: 1997-08-12

Transformed into a National Application: No

Registration Date: 1998-06-23

Register: Principal

Law Office Assigned: LAW OFFICE 102

If you are the applicant or applicant's attorney and have questions about this file, please contact the Trademark Assistance Center at TrademarkAssistanceCenter@uspto.gov

Current Location: 900 -File Repository (Franconia)

Date In Location: 1998-06-29

LAST APPLICANT(S)/OWNER(S) OF RECORD

1. EAST-WEST BANK

Address:

EAST-WEST BANK
415 Huntington Drive
San Marino, CA 911188190
United States

Legal Entity Type: Corporation

State or Country of Incorporation: California

GOODS AND/OR SERVICES

International Class: 036

Class Status: Section 8 - Cancelled

banking services; cash management services

Basis: 1(a)

First Use Date: 1997-05-15

First Use in Commerce Date: 1997-05-15

ADDITIONAL INFORMATION

Disclaimer: "BUSINESS"

MADRID PROTOCOL INFORMATION

(NOT AVAILABLE)

PROSECUTION HISTORY

NOTE: To view any document referenced below, click on the link to "Trademark Document Retrieval" shown near the top of this page.

2005-03-26 - Canceled Section 8 (6-year)

1998-06-23 - Registered - Principal Register

1998-03-31 - Published for opposition

1998-02-27 - Notice of publication

1998-01-21 - Approved for Pub - Principal Register (Initial exam)

1998-01-14 - Examiner's amendment mailed

1998-01-05 - Assigned To Examiner

ATTORNEY/CORRESPONDENT INFORMATION

Attorney of Record

DANTON K MAK

Correspondent

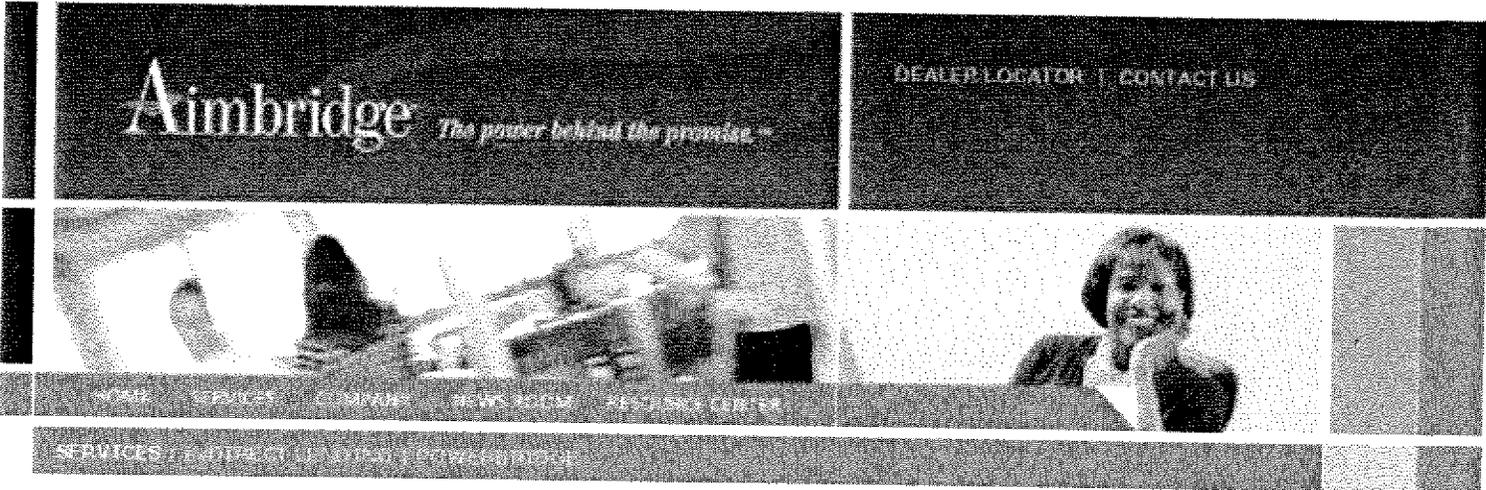
DANTON K MAK

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225 S LAKE AVE STE 900

PASADENA CA 91101

EXHIBIT H



INDIRECT LENDING

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Vice President
Technology

PowerBridge for Lenders - Solution Benefits

- Real-time credit union membership verification
- Better, more informed credit decisions
- Automated product cross-selling opportunities
- Dealer drive connect, automated deal decorating

PowerBridge for Dealers - Solution Benefits

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

PowerBridge is currently used by credit unions that are trying to streamline membership verification or creating online new member screening in the DMS new system. An application is submitted to Aimbridge from the Dealer's "eApplication" - the Aimbridge online application tool. PowerBridge will make a call whether or not the applicant is a member of a credit union in the Aimbridge database. If membership is verified, PowerBridge will pass back name, address, and driver's status information to pre-populate Optima's application screen. If membership is not found, Optima will exit the dealership through the process of determining whether or not the applicant can become a member of a local credit union.

PowerBridge is currently used by auto dealerships to load credit and payment data directly into Optima from their Dealer Management System (DMS). PowerBridge provides the dealer the ability to enter a DMS lead ID and, through the use of a DMS review or approval information, and generate a new data feed. This process is typically

reduced the time it takes to submit loan applications and cut back on the amount of 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 "plug-in" is needed to make the connection and begin to pass data.

David Unsky, 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 areas of productivity and efficiency. Everything from quicker, more accurate loan booking and processing, to deeper credit underwriting and reporting, to the ability to research member accounts and provide cross-selling opportunities, became 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 promoters' 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?

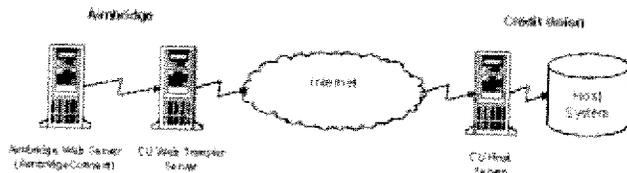
A simple web interface.

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. 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.



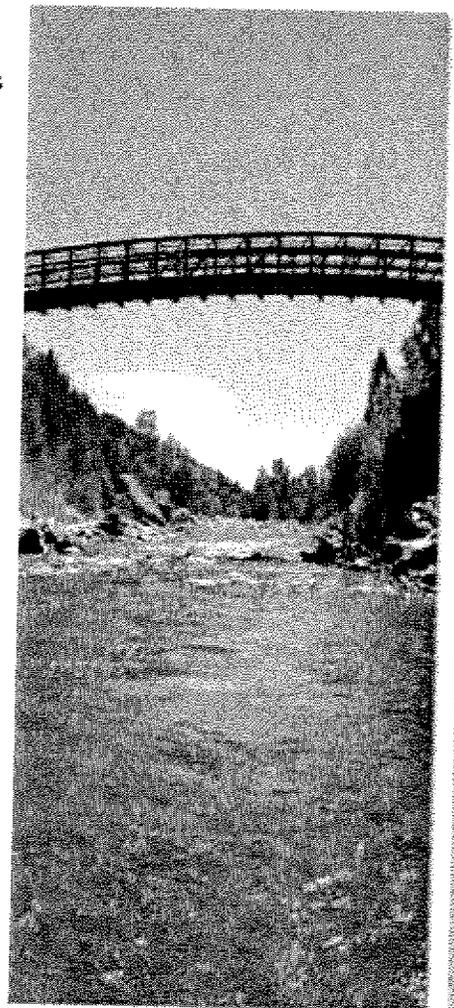
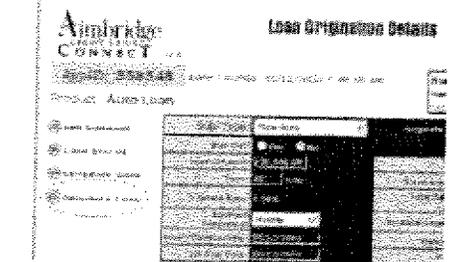
Key Credit Union Benefits

- 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.™

EXHIBIT I

Lisa Karczewski

From: Lisa Karczewski [lisa.karczewski@chanlaw.com]
Sent: Tuesday, October 16, 2007 1:43 PM
To: 'lowe@blacklaw.com'
Cc: 'Tom Chan'
Subject: FW: East West Bank v. The Aimbridge Group - Opposition No. 91173364; East West Bank v. Aimbridge Lending Group LLC - Cancellation No. 92047559 - Updated Coexistence Agreement

David,

I just talked with Tom Chan to confirm that you have never told us your concerns about our client's proposed coexistence agreement we previously forwarded to you (see email below and attachments). Please let us know your concerns about the agreement and your unwillingness to further discuss settlement between our respective clients. It is unfortunate that we cannot come to a resolution of this matter through the execution of a mutually agreeable coexistence agreement.

Lisa

Lisa A. Karczewski
 CHAN LAW GROUP LLP
www.chanlaw.com
1055 West 7th Street, Suite 1880
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Direct: 213 225-2602
Main: 213 624-6560
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Email: lisa.karczewski@chanlaw.com

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-----Original Message-----

From: Lisa Karczewski [mailto:lisa.karczewski@chanlaw.com]
Sent: Wednesday, September 26, 2007 10:58 AM
To: 'lowe@blacklaw.com'
Cc: 'Tom Chan'
Subject: Re: East West Bank v. The Aimbridge Group - Opposition No. 91173364; East West Bank v. Aimbridge Lending Group LLC - Cancellation No. 92047559 - Updated Coexistence Agreement

David,

Please substitute the attached updated Coexistence Agreement and corresponding Exhibit B (formerly designated as Exhibit A) for the one we earlier sent you on August 29, 2007. The last version sent did not include our client's complete list of Banking Services. We apologize for any confusion. Please let us know whether your client is amenable to negotiating the terms of this Coexistence Agreement by close of this week. If we do not hear back from you we will assume your client is not interested in resolving this matter with our client and will proceed accordingly in this proceeding.

Regards,

Lisa

12/17/2007

Lisa A. Karczewski



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Lisa Karczewski

From: Lisa Karczewski [lisa.karczewski@chanlaw.com]
Sent: Wednesday, August 29, 2007 9:06 AM
To: 'lowe@blacklaw.com'
Cc: 'Thomas Chan (E-mail)'
Subject: Re: East West Bank v. The Aimbridge Group - Opposition No. 91173364; East West Bank v. Aimbridge Lending Group LLC - Cancellation No. 92047559 - Proposed Settlement Agreement

Dear David,

Attached for your client's consideration and review is East West Bank's proposed Settlement Agreement and corresponding Exhibit A, which we believe will resolve all issues in the above-referenced proceedings. We welcome you client's comments and suggestions to same. Hopefully the parties can work together to resolve these pending proceedings before the Board. We look forward to hearing from you at your earliest opportunity.

Regards,

Lisa

Lisa A. Karczewski

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