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

Proceeding	92050920
Party	Plaintiff Intellect Technical Solutions, Inc.
Correspondence Address	WILLIAM G GILTINAN CARLTON FIELDS PA 4221 W BOY SCOUT BLVD , SUITE 1000 TAMPA, FL 33607-5780 UNITED STATES tgiltinan@carltonfields.com
Submission	Plaintiff's Notice of Reliance
Filer's Name	William Giltinan
Filer's e-mail	trademarks@carltonfields.com
Signature	/William Giltinan/
Date	01/27/2011
Attachments	NOR145.tif (48 pages)(1295914 bytes)

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

In re: Registration No. 3,009,990 Trademark: ENTELLECT Registered November 1, 2005 INTELLECT TECHNICAL SOLUTIONS, INC. Petitioner, v. MILENA SONI, Respondent.	Cancellation No.: 92050920

PETITIONER'S NOTICE OF SERVING SECOND SET OF INTERROGATORIES TO RESPONDENT

Pursuant to TTAB Rule 2.120, Petitioner Intellect Technical Solutions, Inc. propounds the following written interrogatories to be answered by Respondent Milena Soni separately and fully in writing under oath within thirty (30) days after service hereof. These interrogatories are intended to be continuing in nature and effect and require supplementary responses with respect to any and all information falling within the scope of each interrogatory that may come into the knowledge, custody, control, or possession of Respondent, subsequent to Respondent's responses hereto before the final hearing in the matter.

Respectfully submitted,

Date: Feb. 11, 2010

William G. Giltinan
Carlton Fields, P.A.
P.O. Box 3239
Tampa, FL 33601-3239
(813) 223-7000
Attorney for Petitioner

CERTIFICATE OF SERVICE

I hereby certify that I served the foregoing Petitioner's Notice of Serving Second Set of Interrogatories to Respondent on respondent's counsel at the following addresses:

Surjit P. Soni
Ronald E. Perez
WooSoon Choe
The Soni Law Firm
35 N. Lake Ave. #720
Pasadena, CA 91101

via Federal Express Overnight Delivery and First Class United States Mail, postage prepaid, and deposited with the United States Postal Service on February 11, 2010.

Dated: February 11, 2010

G. Warren Bleeker

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

In re: Registration No. 3,009,990 Trademark: ENTELLECT Registered November 1, 2005 INTELLECT TECHNICAL SOLUTIONS, INC. Petitioner, v. MILENA SONI, Respondent.	Cancellation No.: 92050920

PETITIONER'S SECOND SET OF
INTERROGATORIES TO RESPONDENT

TO RESPONDENT and its Counsel of Record:

Intellect Technical Solutions, Inc. (Petitioner), pursuant to TTAB Rule 2.120 and Rule 33 of the Federal Rules of Civil Procedure, requests that Milena Soni (Respondent) answer the interrogatories set forth below.

Please read the following definitions and instructions carefully. They apply to all interrogatories in this Petitioner's Second Set of Interrogatories to Respondent.

DEFINITIONS

A. As referred to herein, the terms "Respondent", "You", "Your", and "Yours" mean not only Respondent Milena Soni but also any predecessors in title or interest to, and any persons who are, or were at any time to which the claims involved in this case relate, in control or otherwise associated with any of the foregoing, as well as any divisions or subsidiaries, and attorneys, agents, employees, salesmen or representatives of any of the foregoing (including

without limitation Surjit P. Soni, counsel of record in this Cancellation), whether independent contractors, agents, or otherwise, including all persons purporting to act on behalf of Respondent Milena Soni. The terms "Respondent", "You", "Your", and "Yours" also includes any and all businesses, entities, partnerships, organizations or associations (i) that Milena Soni owns or controls and that performs or has performed any of the Disputed Services, (ii) for which Milena Soni has performed any of the Disputed Services as an owner, officer, member, manager, board member, employee, agent or contractor, or (iii) through which Milena Soni has offered to perform any of the Disputed Services.

B. The term "Respondent's Affiliates" means any predecessors in title or interest to the ENTELLECT Mark, and any persons who are, or were at any time to which the claims involved in this proceeding relate, an employee, affiliate, attorney, agent, salesmen, business partner or representative of Respondent, whether independent contractor, agent, or otherwise, including all persons purporting to act on behalf of Respondent in connection with performance of the Disputed Services and including, without limitation Surjit P. Soni, counsel of record in this Cancellation.

C. The term "Including" means "including but not limited to."

D. The term "All" means "any and all."

E. "Communication" means the act or fact of communicating between or among any persons, including in-person conversations, telephone conversations, letters, memoranda, notes, summaries, photographs, audiotapes, videotapes, or other materials or memorials of communication, meetings or occasions of joint or mutual presence, as well as transfer of any document or writing from one person to another.

F. "Facts" means all circumstances, events and evidence pertaining to or concerning the item in question.

G. "Supporting" means tending to prove, establish or corroborate.

H. The term "Identify" unless otherwise expressly indicated, means, with respect to individual persons, to provide the full name, present or last-known business and residence addresses (or last-known residence and principal place of business), telephone number and present or last-known title or position, and business name of such person; and, with respect to documents, means to provide a description of each document sufficient to support a request for production and including at least the following:

1. the date of the document, or, if it does not have a date, the date of its preparation;
2. the name, residence and business address, telephone number, and business position or title of the person who authorized or prepared the document, and the person who signed it or under whose name the document was issued, if any;
3. the name, residence, telephone number, business address and business position of (a) each person to whom the document was addressed, (b) each person to whom the document was distributed, and (c) each person who is reasonably believed to presently be in possession, custody or control of the document; and
4. a summary of the subject matter of such document with sufficient particularity to reveal and make understandable the subject matter and substance thereof.

I. The term "Cancellation" means the Petition for Cancellation filed by Petitioner in this proceeding, namely Cancellation No. 92050920 in the United States Patent and Trademark Office, and all of the allegations therein.

J. The designation "USPTO" means the United States Patent and Trademark Office.

K. The term "Respondent's Registration" means United States ("U.S.") Registration No. 3,009,990 for ENTELLECT, issuing from the USPTO trademark application having serial no. 76/539,434.

L. The term "ENTELLECT Mark" means the term (for example, but not limited to, mark, service mark, trademark, trade mark or trade name) that is the subject of Respondent's Registration.

M. The term "Date of First Use" refers to the earliest date of use of a trademark or service mark by the first sale of a product or service in conjunction with the mark, as well as any other date on which such use of such a mark was recommenced after use of the mark was discontinued for more than one month.

N. The term "Disputed Services" means the services set forth in the Respondent's Registration.

INSTRUCTIONS

1. In answering these interrogatories, Respondent is required to furnish All information in the possession of any agent, employee, representative (including, without limitation, attorneys and accountants, including without limitation Surjit P. Soni), or any other person acting or purporting to act for or on behalf of Respondent or in concert with Respondent.

2. An interrogatory calling for the identification of a person is a request that Respondent Identify such person (whether a natural person, corporation or other entity) by name; current business and residence addresses; and current business and residence telephone numbers.

3. An interrogatory calling for the identification of a document is a request that Respondent Identify All documents meeting the description set forth in the interrogatory.

4. An interrogatory calling for the identification of an oral communication is a request that Respondent Identify All parties to such oral communication; Identify All persons present at the time such oral communication took place; state the date of such oral communication; state the place of such oral communication; state the substance of such oral communication; and state

whether Respondent has knowledge of any document, record or recording of such oral communication and, if so, to Identify any such document, record or recording.

5. An interrogatory calling for the identification of a contract or agreement is a request that Respondent Identify all documents that memorialize the terms and conditions of All written contracts and agreements meeting the description set forth in the interrogatory (whether signed or not), and Identify all unwritten contracts and agreements meeting the description set forth in the interrogatory.

6. An interrogatory calling for the identification of an unwritten contract or agreement is a request that Respondent Identify All parties to such contract or agreement; state the date on which the contract or agreement became effective, state whether or not the contract or agreement is in effect as of the date of Respondent's response to the interrogatory and, if not, the date on which the contract or agreement terminated, state whether the contract or agreement is an oral agreement, an oral contract, a contract implied by fact, or a contract implied by law, state the terms and conditions of such contract or agreement, and Identify any documents that Respondent reasonably believes memorialize any or All of the terms and conditions of such contract or agreement.

7. An interrogatory calling for the "basis" of any statement, allegation, or answer is a request that Respondent state and Identify completely all sources upon which such statement, allegation or answer is predicated; and state and Identify completely every act, omission, conduct, event, transaction, document, meeting or occasion about which you have knowledge or information, which forms the predicate for any such statement, allegation or answer. If your "basis" in answering any interrogatory consists in whole or in part of any document, oral communication, inference or chain of reasoning, or references any person, Identify and describe such document, oral communication, inference, chain of reasoning or person.

8. These interrogatories shall be deemed to be continuing so as to require further and supplemental responses in the event additional information is obtained or discovered between the time of the initial responses and the time of a motion, hearing, testimony period, trial or other event in this proceeding.

9. If objection is made to any part of a particular interrogatory, that part should be specified (together with the particular grounds for the objection), and any other portion of the interrogatory to which no objection is made should be answered.

10. If any interrogatory set forth herein is objected to on the grounds of privilege, specify the specific privilege upon which such objection is based, provide sufficient information to permit an evaluation of the propriety of the claim of privilege, and further provide All information responsive to the interrogatory which does not fall within the claim of privilege.

INTERROGATORIES

INTERROGATORY NO. 14:

Identify all contracts and agreements between Respondent and Potentials Developments, Inc. or any person or entity reasonably believed by Respondent to be doing business as "Potentials Developments, Inc."

INTERROGATORY NO. 15:

Identify all contracts and agreements between Respondent and Patrick R. Neils or between Respondent and any business entity reasonably believed by Respondent to be owned, operated, or controlled by Patrick R. Neils.

INTERROGATORY NO. 16:

Describe in detail the nature of the business relationship between Respondent and Potentials Developments, Inc. or any person or entity reasonably believed by Respondent to be doing business as "Potentials Developments, Inc."

INTERROGATORY NO. 17:

Describe in detail the nature of any business relationship between Respondent and Patrick R. Neils.

INTERROGATORY NO. 18:

Describe in detail the nature of any business relationship between Respondent and any business entity reasonably believed by Respondent to be owned, operated, or controlled by Patrick R. Neils.

INTERROGATORY NO. 19:

Identify all contracts and agreements between Respondent and PDI Coaching Services or any person or entity reasonably believed by Respondent to be doing business as "PDI Coaching Services."

INTERROGATORY NO. 20:

Identify all contracts and agreements between Respondent and Kenneth G. Neils or between Respondent and any business entity reasonably believed by Respondent to be owned, operated, or controlled by Kenneth G. Neils.

INTERROGATORY NO. 21:

Describe in detail the nature of the business relationship between Respondent and PDI Coaching Services or any person or entity reasonably believed by Respondent to be doing business as "PDI Coaching Services."

INTERROGATORY NO. 22:
Identify all persons whose names appear on business cards displaying the ENTELLECT Mark.

INTERROGATORY NO. 23:
Identify all persons, corporations, partnerships, businesses and entities to whom Respondent refers persons for the performance of the Disputed Services.

INTERROGATORY NO. 24:

Describe in detail the terms and conditions of any unwritten contract or agreement between Respondent and Patrick R. Neils that relates to performance of the Disputed Services.

INTERROGATORY NO. 25:

Describe in detail the terms and conditions of any unwritten contract or agreement between Respondent and Potentials Developments, Inc. or any person or entity known by Respondent to be doing business as "Potentials Developments, Inc." that relates to performance of the Disputed Services.

[CERTIFICATION ON FOLLOWING PAGE]

CERTIFICATION

I HEREBY CERTIFY that all of the above answers are true and complete to the best of my knowledge and belief.

By: _____
Milena Soni

STATE OF _____

COUNTY OF _____

BEFORE ME, the undersigned authority, personally appeared _____, well known to me to be the person acknowledging before me the execution of the foregoing to be his/her free and voluntary act and deed for the uses and purposes and in the capacity therein stated and expressed.

WITNESS my hand and official seal at _____, _____ County, _____, this _____ day of _____, 2010.

_____
Notary Public

My Commission Expires:

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

INTELLECT TECHNICAL SOLUTIONS, INC.	)
Petitioner,	) CANCELLATION NO.: 92050920
v.	)
MILENA SONI	) Reg. No. 3,009,990
Respondent.	)

RESPONDENT'S RESPONSE TO
PETITIONER'S SECOND SET OF INTERROGATORIES

PROPOUNDING PARTY: RESPONDENT, MILENA SONI

RESPONDING PARTY: PETITIONER, INTELLECT TECHNICAL SOLUTIONS, INC.

SET NO.: TWO

TO PETITIONER and its Counsel of Record:

RESPONDENT Milena Soni ("RESPONDENT"), pursuant to Rule 33 of the Federal Rules of Civil Procedure (Fed. R. Civ. P.) and TTAB Rule 405, hereby responds to the first set of interrogatories from Petitioner Intellect Technical Solutions, Inc. ("PETITIONER").

GENERAL OBJECTIONS

All of the following general objections are included in each of the responses to these interrogatories:

1. RESPONDENT objects to PETITIONER'S interrogatories insofar as they seek information not relevant to the subject matter of this action and are not reasonably calculated to lead to the discovery of admissible evidence.

2. RESPONDENT objects to PETITIONER'S interrogatories insofar as they seek the work product, mental impressions, conclusions, opinions or legal theories developed by RESPONDENT'S attorneys in connection with or in anticipation of this or other litigation or business transactions.

3. RESPONDENT objects to PETITIONER'S interrogatories insofar as they seek information protected by the attorney-client privilege or any other applicable privilege.

4. RESPONDENT objects to PETITIONER'S interrogatories insofar as they seek information not relevant to specific allegations in PETITIONER'S Petition for Cancellation.

5. RESPONDENT objects to each and every one of the interrogatories to the extent that they seek information not in RESPONDENT'S possession, custody, or control on the grounds that they are unduly burdensome and oppressive.

6. To the extent that any interrogatory calls for information already in the possession of or equally available to PETITIONER or its counsel, RESPONDENT objects to that interrogatory as unnecessary, unduly burdensome and oppressive,

and constituting annoyance, harassment, and oppression of RESPONDENT.

7. RESPONDENT will make reasonable effort to respond to each interrogatory to the extent that no objection is made, as RESPONDENT understands and interprets the interrogatory. If PETITIONER subsequently asserts any interpretation of any interrogatory that differs from that of RESPONDENT, RESPONDENT reserves the right to supplement his objections and responses accordingly.

8. RESPONDENT objects to PETITIONER'S interrogatories insofar as they seek information protected by the rights of privacy of RESPONDENT and its employees, customers, owners, or representatives under the United States Constitution or other applicable law.

9. "AND," as well as "OR," shall be construed either disjunctively or conjunctively; the term "INCLUDING" means "including but not limited to"; the word "ALL" means "any and all; the past tense shall include the present tense; the single shall be deemed to include the plural and vice versa, all as is necessary to bring within the scope of these requests all matters which might otherwise be construed to be outside their scope.

RESPONDENT'S RESPONSES

INTERROGATORY NO. 14:

Identify all contracts and agreements between Respondent and Potentials Developments, Inc. or any person or entity reasonably believed by Respondent to be doing business as "Potentials Developments, Inc."

RESPONSE TO INTERROGATORY NO. 14:

RESPONDENT incorporates the GENERAL OBJECTIONS set forth above. RESPONDENT further objects to this interrogatory as compound.

Subject to and without waiving the foregoing objections, RESPONDENT responds as follows:

There have been and are agreements between RESPONDENT and Patrick R. Neils, Kenneth G. Neils, and Potentials Developments, Inc. to provide services requested by Respondent.

INTERROGATORY NO. 15:

Identify all contracts and agreements between Respondent and Patrick R. Neils or between Respondent and any business entity reasonably believed by Respondent to be owned, operated, or controlled by Patrick R. Neils.

RESPONSE TO INTERROGATORY NO. 15:

RESPONDENT incorporates the GENERAL OBJECTIONS set forth above. RESPONDENT further objects to this interrogatory as compound.

Subject to and without waiving the foregoing objections, RESPONDENT responds as follows:

There have been and are agreements between RESPONDENT and Patrick R. Neils, Potentials Developments, Inc. and PDI Coaching Services to provide services requested by Respondent.

INTERROGATORY NO. 16:

Describe in detail the nature of the business relationship between Respondent and Potentials Developments, Inc. or any person or entity reasonably believed by Respondent to be doing business as "Potentials Developments, Inc."

RESPONSE TO INTERROGATORY NO. 16:

RESPONDENT incorporates the GENERAL OBJECTIONS set forth above. RESPONDENT further objects to this interrogatory as compound.

Subject to and without waiving the foregoing objections, RESPONDENT responds as follows:

There have been and are agreements between RESPONDENT and Patrick R. Neils, Kenneth G. Neils and Potentials Developments, Inc. to provide services requested by Respondent.

INTERROGATORY NO. 17:

Describe in detail the nature of any business relationship between Respondent and Patrick R. Neils.

RESPONSE TO INTERROGATORY NO. 17:

RESPONDENT incorporates the GENERAL OBJECTIONS set forth above. RESPONDENT further objects to this interrogatory as compound.

Subject to and without waiving the foregoing objections, RESPONDENT responds as follows:

There have been and are agreements between RESPONDENT and Patrick R. Neils, Potentials Developments, Inc. and PDI Coaching Services to provide services requested by Respondent.

INTERROGATORY NO. 18:

Describe in detail the nature of any business relationship between Respondent and any business entity reasonably believed by Respondent to be owned, operated, or controlled by Patrick R. Neils.

RESPONSE TO INTERROGATORY NO. 18:

RESPONDENT incorporates the GENERAL OBJECTIONS set forth above. RESPONDENT further objects to this interrogatory as compound.

Subject to and without waiving the foregoing objections, RESPONDENT responds as follows:

There have been and are agreements between RESPONDENT and Patrick R. Neils, Potentials Developments, Inc. and PDI Coaching Services to provide services requested by Respondent.

INTERROGATORY NO. 19:

Identify all contracts and agreements between Respondent and PDI Coaching Services or any person or entity reasonably believed by Respondent to be doing business as "PDI Coaching Services."

RESPONSE TO INTERROGATORY NO. 19:

RESPONDENT incorporates the GENERAL OBJECTIONS set forth above. RESPONDENT further objects to this interrogatory as compound.

Subject to and without waiving the foregoing objections, RESPONDENT responds as follows:

There have been and are agreements between RESPONDENT and Patrick R. Neils, Kenneth G. Neils and PDI Coaching Services to provide services requested by Respondent.

INTERROGATORY NO. 20:

Identify all contracts and agreements between Respondent and Kenneth G. Neils or between Respondent and any business entity reasonably believed by Respondent to be owned, operated, or controlled by Kenneth G. Neils.

RESPONSE TO INTERROGATORY NO. 20:

RESPONDENT incorporates the GENERAL OBJECTIONS set forth above. RESPONDENT further objects to this interrogatory as compound.

Subject to and without waiving the foregoing objections, RESPONDENT responds as follows:

There have been and are agreements between RESPONDENT and Kennith G. Neils, Potentials Developments, Inc. and PDI Coaching Services to provide services requested by Respondent.

INTERROGATORY NO. 21:

Describe in detail the nature of the business relationship between Respondent and PDI Coaching Services or any person or entity reasonably believed by Respondent to be doing business as "PDI Coaching Services."

RESPONSE TO INTERROGATORY NO. 21:

RESPONDENT incorporates the GENERAL OBJECTIONS set forth above. RESPONDENT further objects to this interrogatory as compound.

Subject to and without waiving the foregoing objections, RESPONDENT responds as follows:

There have been and are agreements between RESPONDENT and Patrick R. Neils, Kenneth G. Neils and PDI Coaching Services to provide services requested by Respondent.

INTERROGATORY NO. 22:

Identify all persons whose names appear on business cards displaying the ENTELLECT Mark.

RESPONSE TO INTERROGATORY NO. 22:

RESPONDENT incorporates the GENERAL OBJECTIONS set forth above.

Without waiving the foregoing objections, RESPONDENT responds to this interrogatory as follows:

RESPONDENT (who may be contacted only through RESPONDENT'S counsel at The Soni Law Firm).

INTERROGATORY NO. 23:

Identify all persons, corporations, partnerships, businesses and entities to whom Respondent refers persons for the performance of the Disputed Services.

RESPONSE TO INTERROGATORY NO. 23:

RESPONDENT incorporates the GENERAL OBJECTIONS set forth above. RESPONDENT further objects to this interrogatory as compound.

Without waiving the foregoing objections, RESPONDENT responds to this interrogatory with the following:

(1) Patrick R. Neils.

(2) Kenneth G. Neils.

(3) Dr. Jag Soni.

(4) PDI Coaching Services.

(5) Potentials Developments, Inc.

INTERROGATORY NO. 24:

Describe in detail the terms and conditions of any unwritten contract or agreement between Respondent and Patrick R. Neils that relates to performance of the Disputed Services.

RESPONSE TO INTERROGATORY NO. 24:

RESPONDENT incorporates the GENERAL OBJECTIONS set forth above. RESPONDENT objects to this interrogatory insofar as it seeks information regarding confidential business transactions and financial information that is protected by both the California Constitution, Article 1, Section 1, and the rights of privacy of RESPONDENT under the United States Constitution or other applicable law. RESPONDENT further objects to this interrogatory as compound.

Without waiving the foregoing objections, RESPONDENT responds to this interrogatory as follows:

There have been and are agreements between RESPONDENT and Patrick R. Neils, Potentials Developments, Inc. and PDI Coaching Services to provide services requested by Respondent.

INTERROGATORY NO. 25:

Describe in detail the terms and conditions of any unwritten contract or agreement between Respondent and Potentials Developments, Inc. or any person or entity known by Respondent to be doing business as "Potentials Developments, Inc." that relates to performance of the Disputed Services.

RESPONSE TO INTERROGATORY NO. 25:

RESPONDENT incorporates the GENERAL OBJECTIONS set forth above. RESPONDENT objects to this interrogatory insofar as it seeks information regarding confidential business transactions and financial information that is protected by both the

California Constitution, Article 1, Section 1, and the rights of privacy of RESPONDENT under the United States Constitution or other applicable law. RESPONDENT further objects to this interrogatory as compound.

Without waiving the foregoing objections, RESPONDENT responds to this interrogatory as follows:

There have been and are agreements between RESPONDENT and Patrick R. Neils, Kenneth G. Neils and Potential Developments, Inc. to provide services requested by Respondent.

Dated: March 15, 2010

By: _____
Surjit P. Soni
Ronald E. Perez
Woo Soon Choe
Attorneys for RESPONDENT,
Milena Soni

CERTIFICATION

I HEREBY CERTIFY that each of the answers to the foregoing interrogatories are true and complete to the best of my knowledge and belief.

Date _____ _____

Milena Soni

CERTIFICATE OF SERVICE

I, the undersigned, hereby certify that a true and correct copy of the foregoing document entitled **RESPONDENT'S RESPONSE TO PETITIONER'S SECOND SET OF INTERROGATORIES** was served upon the Petitioner via USPS Priority Mail on this 15th day of March 2010, as follows:

William Giltinan
Carlton Fields, P.A.
PO Box 3239
Tampa FL 33601-3239

_____

Ronald E. Perez

11-1-10

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

INTELLECT TECHNICAL SOLUTIONS, INC.	)
Petitioner,	) CANCELLATION NO.: 92050920
v.	)
MILENA SONI	) Reg. No. 3,009,990
Respondent.	)

RESPONDENT'S SUPPLEMENTAL RESPONSE TO PETITIONER'S SECOND SET OF INTERROGATORIES

PROPOUNDING PARTY: PETITIONER, INTELLECT TECHNICAL SOLUTIONS, INC.

RESPONDING PARTY: RESPONDENT, MILENA SONI

SET NO.: TWO

TO PETITIONER and its Counsel of Record:

RESPONDENT Milena Soni ("RESPONDENT"), pursuant to Rule 33 of the Federal Rules of Civil Procedure (Fed. R. Civ. P.) and TTAB Rule 405, and in compliance with the Order of the Trademark Trial and Appeal Board issued on October 1, 2010, on the Motion to Compel filed by Petitioner Intellect Technical Solutions, Inc. ("PETITIONER"), hereby supplements her response to the Second Set of Interrogatories from PETITIONER.

GENERAL OBJECTIONS

All of the following general objections are included in each of the responses to these interrogatories:

1. RESPONDENT objects to PETITIONER'S interrogatories insofar as they seek information not relevant to the subject matter of this action and are not reasonably calculated to lead to the discovery of admissible evidence.

2. RESPONDENT objects to PETITIONER'S interrogatories insofar as they seek the work product, mental impressions, conclusions, opinions or legal theories developed by RESPONDENT'S attorneys in connection with or in anticipation of this or other litigation or business transactions.

3. RESPONDENT objects to PETITIONER'S interrogatories insofar as they seek information protected by the attorney-client privilege or any other applicable privilege.

4. RESPONDENT objects to PETITIONER'S interrogatories insofar as they seek information not relevant to specific allegations in PETITIONER'S Petition for Cancellation.

5. RESPONDENT objects to each and every one of the interrogatories to the extent that they seek information not in RESPONDENT'S possession, custody, or control on the grounds that they are unduly burdensome and oppressive.

6. To the extent that any interrogatory calls for information already in the possession of or equally available to PETITIONER or its counsel, RESPONDENT objects to that interrogatory as unnecessary, unduly burdensome and oppressive,

and constituting annoyance, harassment, and oppression of RESPONDENT.

7. RESPONDENT will make reasonable effort to respond to each interrogatory to the extent that no objection is made, as RESPONDENT understands and interprets the interrogatory. If PETITIONER subsequently asserts any interpretation of any interrogatory that differs from that of RESPONDENT, RESPONDENT reserves the right to supplement her objections and responses accordingly.

8. RESPONDENT objects to PETITIONER'S interrogatories insofar as they seek information protected by the rights of privacy of RESPONDENT and its employees, customers, owners, or representatives under the United States Constitution or other applicable law.

9. "AND," as well as "OR," shall be construed either disjunctively or conjunctively; the term "INCLUDING" means "including but not limited to"; the word "ALL" means "any and all; the past tense shall include the present tense; the single shall be deemed to include the plural and vice versa, all as is necessary to bring within the scope of these requests all matters which might otherwise be construed to be outside their scope.

RESPONDENT'S SUPPLEMENTARY RESPONSES

INTERROGATORY NO. 14:

Identify all contracts and agreements between Respondent and Potentials Developments, Inc. or any person or entity reasonably believed by Respondent to be doing business as "Potentials Developments, Inc."

RESPONSE TO INTERROGATORY NO. 14:

Pursuant to the Order of the Trademark Trial and Appeal Board (TTAB) on PETITIONER's Motion to Compel issued on October 1, 2010, the contracts and agreements in this interrogatory are restricted as referring to those involving the services identified in the registration of the ENTELLECT mark.

RESPONDENT incorporates the GENERAL OBJECTIONS set forth above. RESPONDENT further objects to this interrogatory as compound.

Subject to and without waiving the foregoing objections, RESPONDENT responds as follows:

> RESPONDENT and Potentials Developments, Inc., Patrick R. Neils and Kenneth G. Neils operated through mutual oral agreements and understanding whereby RESPONDENT promoted the services under the ENTELLECT mark. Potentials Developments, Inc., Patrick R. Neils and Kenneth G. Neils, as independent subcontractors to RESPONDENT, provided the services requested by RESPONDENT for clients of RESPONDENT, including administering the motivational interest surveys and

interpreting the results for RESPONDENT's clients.

RESPONDENT reserves the right to supplement her response to this interrogatory.

INTERROGATORY NO. 15:

Identify all contracts and agreements between Respondent and Patrick R. Neils or between Respondent and any business entity reasonably believed by Respondent to be owned, operated, or controlled by Patrick R. Neils.

RESPONSE TO INTERROGATORY NO. 15:

Pursuant to the TTAB's Order on PETITIONER's Motion to Compel issued on October 1, 2010, the contracts and agreements in this interrogatory are restricted as referring to those involving the services identified in the registration of the ENTELLECT mark.

RESPONDENT incorporates the GENERAL OBJECTIONS set forth above. RESPONDENT further objects to this interrogatory as compound.

Subject to and without waiving the foregoing objections, RESPONDENT responds as follows:

> RESPONDENT and Patrick R. Neils, Potentials Developments, Inc. and PDI Coaching Services operated through mutual oral agreements and understanding whereby RESPONDENT promoted the services under the ENTELLECT mark. Patrick R. Neils, Potentials Developments, Inc. and PDI Coaching Services, as

independent subcontractors to RESPONDENT, provided the services requested by RESPONDENT for clients of RESPONDENT, including administering the motivational interest surveys and interpreting the results for RESPONDENT's clients.

RESPONDENT reserves the right to supplement her response to this interrogatory.

INTERROGATORY NO. 16:

Describe in detail the nature of the business relationship between Respondent and Potentials Developments, Inc. or any person or entity reasonably believed by Respondent to be doing business as "Potentials Developments, Inc."

RESPONSE TO INTERROGATORY NO. 16:

Pursuant to the TTAB's Order on PETITIONER's Motion to Compel issued on October 1, 2010, the contracts and agreements in this interrogatory are restricted as referring to those involving the services identified in the registration of the ENTELLECT mark.

RESPONDENT incorporates the GENERAL OBJECTIONS set forth above. RESPONDENT further objects to this interrogatory as compound.

Subject to and without waiving the foregoing objections, RESPONDENT responds as follows:

RESPONDENT and Patrick R. Neils, Kenneth G. Neils and Potentials Developments, Inc. operated through mutual

oral agreements and understanding whereby RESPONDENT promoted the services under the ENTELLECT mark. Patrick R. Neils, Kenneth G. Neils and Potentials Developments, Inc., as independent subcontractors to RESPONDENT, provided the services requested by RESPONDENT for clients of RESPONDENT, including administering the motivational interest surveys and interpreting the results for RESPONDENT's clients.

RESPONDENT reserves the right to supplement her response to this interrogatory.

INTERROGATORY NO. 17:

Describe in detail the nature of any business relationship between Respondent and Patrick R. Neils.

RESPONSE TO INTERROGATORY NO. 17:

Pursuant to the TTAB's Order on PETITIONER's Motion to Compel issued on October 1, 2010, the contracts and agreements in this interrogatory are restricted as referring to those involving the services identified in the registration of the ENTELLECT mark.

RESPONDENT incorporates the GENERAL OBJECTIONS set forth above. RESPONDENT further objects to this interrogatory as compound.

Subject to and without waiving the foregoing objections, RESPONDENT responds as follows:

RESPONDENT and Patrick R. Neils, Potentials Developments, Inc. and PDI Coaching Services operated through mutual oral agreements and understanding whereby RESPONDENT promoted the services under the ENTELLECT mark. Patrick R. Neils, Potentials Developments, Inc. and PDI Coaching Services, as independent subcontractors to RESPONDENT,provided the services requested by RESPONDENT for clients of RESPONDENT, including administering the motivational interest surveys and interpreting the results for RESPONDENT's clients.

RESPONDENT reserves the right to supplement her response to this interrogatory.

INTERROGATORY NO. 18:

Describe in detail the nature of any business relationship between Respondent and any business entity reasonably believed by Respondent to be owned, operated, or controlled by Patrick R. Neils.

RESPONSE TO INTERROGATORY NO. 18:

Pursuant to the TTAB'S Order on PETITIONER's Motion to Compel issued on October 1, 2010, the contracts and agreements in this interrogatory are restricted as referring to those involving the services identified in the registration of the ENTELLECT mark.

RESPONDENT incorporates the GENERAL OBJECTIONS set forth above. RESPONDENT further objects to this interrogatory as compound.

Subject to and without waiving the foregoing objections, RESPONDENT responds as follows:

> RESPONDENT and Patrick R. Neils, Potentials Developments, Inc. and PDI Coaching Services operated through mutual oral agreements and understanding whereby RESPONDENT promoted the services under the ENTELLECT mark. Patrick R. Neils, Potentials Developments, Inc. and PDI Coaching Services, as independent subcontractors to RESPONDENT, provided the services requested by RESPONDENT for clients of RESPONDENT, including administering the motivational interest surveys and interpreting the results for RESPONDENT's clients.

RESPONDENT reserves the right to supplement her response to this interrogatory.

INTERROGATORY NO. 19:

Identify all contracts and agreements between Respondent and PDI Coaching Services or any person or entity reasonably believed by Respondent to be doing business as "PDI Coaching Services."

RESPONSE TO INTERROGATORY NO. 19:

Pursuant to the TTAB's Order on PETITIONER's Motion to Compel issued on October 1, 2010, the contracts and agreements in

this interrogatory are restricted as referring to those involving the services identified in the registration of the ENTELLECT mark.

RESPONDENT incorporates the GENERAL OBJECTIONS set forth above. RESPONDENT further objects to this interrogatory as compound.

Subject to and without waiving the foregoing objections, RESPONDENT responds as follows:

> RESPONDENT and Patrick R. Neils, Kenneth G. Neils and PDI Coaching Services operated through mutual oral agreements and understanding whereby RESPONDENT promoted the services under the ENTELLECT mark. Patrick R. Neils, Kenneth G. Neils and PDI Coaching Services, as independent subcontractors to RESPONDENT, provided the services requested by RESPONDENT for clients of RESPONDENT, including administering the motivational interest surveys and interpreting the results for RESPONDENT's clients.

RESPONDENT reserves the right to supplement her response to this interrogatory.

INTERROGATORY NO. 20:

Identify all contracts and agreements between Respondent and Kenneth G. Neils or between Respondent and any business entity reasonably believed by Respondent to be owned, operated, or controlled by Kenneth G. Neils.

RESPONSE TO INTERROGATORY NO. 20:

Pursuant to the TTAB's Order on PETITIONER's Motion to Compel issued on October 1, 2010, the contracts and agreements in this interrogatory are restricted as referring to those involving the services identified in the registration of the ENTELLECT mark.

RESPONDENT incorporates the GENERAL OBJECTIONS set forth above. RESPONDENT further objects to this interrogatory as compound.

Subject to and without waiving the foregoing objections, RESPONDENT responds as follows:

> RESPONDENT and Kennith G. Neils, Potentials Developments, Inc. and PDI Coaching Services operated through mutual oral agreements and understanding whereby RESPONDENT promoted the services under the ENTELLECT mark. Kenneth G. Neils, Potentials Developments, Inc. and PDI Coaching Services, as independent subcontractors to RESPONDENT, provided the services requested by RESPONDENT for clients of RESPONDENT, including administering the motivational interest surveys and interpreting the results for RESPONDENT's clients.

RESPONDENT reserves the right to supplement her response to this interrogatory.

INTERROGATORY NO. 21:

Describe in detail the nature of the business relationship between Respondent and PDI Coaching Services or any person or entity reasonably believed by Respondent to be doing business as "PDI Coaching Services."

RESPONSE TO INTERROGATORY NO. 21:

Pursuant to the TTAB's Order on PETITIONER's Motion to Compel issued on October 1, 2010, the contracts and agreements in this interrogatory are restricted as referring to those involving the services identified in the registration of the ENTELLECT mark.

RESPONDENT incorporates the GENERAL OBJECTIONS set forth above. RESPONDENT further objects to this interrogatory as compound.

Subject to and without waiving the foregoing objections, RESPONDENT responds as follows:

> RESPONDENT and Patrick R. Neils, Kenneth G. Neils and PDI Coaching Services operated through mutual oral agreements and understanding whereby RESPONDENT promoted the services under the ENTELLECT mark. Patrick R. Neils, Kenneth G. Neils and PDI Coaching Services , as independent subcontractors to RESPONDENT, provided the services requested by RESPONDENT for clients of RESPONDENT, including administering the motivational interest surveys and interpreting the results for RESPONDENT's clients.

RESPONDENT reserves the right to supplement her response to this interrogatory.

INTERROGATORY NO. 22:

Identify all persons whose names appear on business cards displaying the ENTELLECT Mark.

RESPONSE TO INTERROGATORY NO. 22:

RESPONDENT incorporates the GENERAL OBJECTIONS set forth above.

Without waiving the foregoing objections, RESPONDENT responds to this interrogatory as follows:

RESPONDENT (who may be contacted only through RESPONDENT'S counsel at The Soni Law Firm) and Surjit P. Soni.

RESPONDENT reserves the right to supplement her response to this interrogatory.

INTERROGATORY NO. 23:

Identify all persons, corporations, partnerships, businesses and entities to whom Respondent refers persons for the performance of the Disputed Services.

RESPONSE TO INTERROGATORY NO. 23:

RESPONDENT incorporates the GENERAL OBJECTIONS set forth above. RESPONDENT further objects to this interrogatory as compound.

Without waiving the foregoing objections, RESPONDENT responds to this interrogatory with the following:

(1) Patrick R. Neils;

(2) Kenneth G. Neils;

(3) Dr. Jag Soni;

(4) PDI Coaching Services; AND

(5) Potentials Developments, Inc.

RESPONDENT reserves the right to supplement her response to this interrogatory.

INTERROGATORY NO. 24:

Describe in detail the terms and conditions of any unwritten contract or agreement between Respondent and Patrick R. Neils that relates to performance of the Disputed Services.

RESPONSE TO INTERROGATORY NO. 24:

RESPONDENT incorporates the GENERAL OBJECTIONS set forth above. RESPONDENT further objects to this interrogatory as compound.

Subject to and without waiving the foregoing objections, RESPONDENT responds as follows:

RESPONDENT and Patrick R. Neils, Potentials Developments, Inc. and PDI Coaching Services operated through mutual oral agreements and understanding whereby RESPONDENT promoted the services under the ENTELLECT mark. Patrick R. Neils, Potentials Developments, Inc. and PDI Coaching Services, as

independent subcontractors to RESPONDENT, provided the services requested by RESPONDENT for clients of RESPONDENT, including administering the motivational interest surveys and interpreting the results for RESPONDENT's clients.

RESPONDENT reserves the right to supplement her response to this interrogatory.

INTERROGATORY NO. 25:

Describe in detail the terms and conditions of any unwritten contract or agreement between Respondent and Potentials Developments, Inc. or any person or entity known by Respondent to be doing business as "Potentials Developments, Inc." that relates to performance of the Disputed Services.

RESPONSE TO INTERROGATORY NO. 25:

RESPONDENT incorporates the GENERAL OBJECTIONS set forth above. RESPONDENT further objects to this interrogatory as compound.

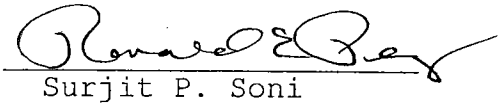
Subject to and without waiving the foregoing objections, RESPONDENT responds as follows:

RESPONDENT and Patrick R. Neils, Kenneth G. Neils and Potential Developments, Inc. operated through mutual oral agreements and understanding whereby RESPONDENT promoted the services under the ENTELLECT mark. Patrick R. Neils, Kenneth G. Neils and Potential Developments, Inc., as independent subcontractors to

RESPONDENT, provided the services requested by RESPONDENT for clients of RESPONDENT, including administering the motivational interest surveys and interpreting the results for RESPONDENT's clients.

RESPONDENT reserves the right to supplement her response to this interrogatory.

Dated: November 1, 2010

By: 

Surjit P. Soni
Ronald E. Perez
Woo Soon Choe
Attorneys for RESPONDENT,
Milena Soni

CERTIFICATION

I HEREBY CERTIFY that each of the answers to the foregoing **RESPONDENT'S SUPPLEMENTAL RESPONSE TO PETITIONER'S SECOND SET OF INTERROGATORIES** is true and complete to the best of my knowledge and belief.

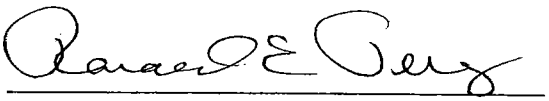
Date _____ _____

Milena Soni

CERTIFICATE OF SERVICE

I, the undersigned, hereby certify that a true and correct copy of the foregoing document entitled **RESPONDENT'S SUPPLEMENTAL RESPONSE TO PETITIONER'S SECOND SET OF INTERROGATORIES** was served upon the Petitioner via USPS Priority Mail on this first day of November 2010, as follows:

William Giltinan
Carlton Fields, P.A.
PO Box 3239
Tampa FL 33601-3239



Ronald E. Perez

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

INTELLECT TECHNICAL SOLUTIONS, INC. Petitioner, v. MILENA SONI Respondent.	))))CANCELLATION NO.: 92050920)))Reg. No. 3,009,990))

RESPONDENT'S SUPPLEMENTAL RESPONSE TO
PETITIONER'S SECOND SET OF INTERROGATORIES

PROPOUNDING PARTY: PETITIONER,
INTELLECT TECHNICAL SOLUTIONS, INC.

RESPONDING PARTY: RESPONDENT, MILENA SONI

SET NO.: TWO

TO PETITIONER and its Counsel of Record:

RESPONDENT Milena Soni ("RESPONDENT"), pursuant to Rule 33 of the Federal Rules of Civil Procedure (Fed. R. Civ. P.) and TTAB Rule 405, and in compliance with the Order of the Trademark Trial and Appeal Board issued on October 1, 2010, on the Motion to Compel filed by Petitioner Intellect Technical Solutions, Inc. ("PETITIONER"), hereby supplements her response to the Second Set of Interrogatories from PETITIONER.

CERTIFICATION

I HEREBY CERTIFY that each of the answers to the foregoing **RESPONDENT'S SUPPLEMENTAL RESPONSE TO PETITIONER'S FIRST SET OF INTERROGATORIES** is true and complete to the best of my knowledge and belief.

Date Dec-11-2010

Milena Soni