ESTTA Tracking number: **ESTTA390397**

Filing date: **01/27/2011**

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	NOR147.tif (59 pages)(2027658 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 SEVENTH NOTICE OF RELIANCE

Petitioner Intellect Technical Solutions, Inc. submits this Notice of Reliance in accord with 37 C.F.R. § 2.120, et seq. and 37 C.F.R. 37.122, et seq. The following is hereby designated and made part of the record of this proceeding:

1. Intellect's Exhibit 147. Petitioner's Second Request for Production to Respondent and Respondent's initial and supplemental written submissions in response thereto, pursuant to 37 C.F.R. 2.120(j).

Respectfully submitted,

Date: January 27, 2011

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

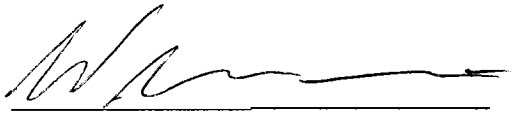
CERTIFICATE OF SERVICE

I hereby certify that I served the foregoing Petitioner's Seventh Notice of Reliance to Respondent's counsel at the following address:

Surjit P. Soni,
Ronald E. Perez, ron@sonilaw.com
The Soni Law Firm
35 N. Lake Ave. #720
Pasadena, CA 91101

via Federal Express, Overnight Delivery (Tracking No. 794362475167) and email on January 27, 2011.

Dated: January 27, 2011



William G. Giltinan

Intellect Technical Solutions v. Milena Soni
Cancellation No. 92050920
Intellect's Exhibit 147

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 REQUEST FOR PRODUCTION TO RESPONDENT

TO RESPONDENT and its Counsel of Record:

Intellect Technical Solutions, Inc. (Petitioner) hereby requests pursuant to TTAB Rule 2.120 that Milena Soni (Respondent) produce for inspection and copying within 30 days after service of these Requests at the offices of Carlton Fields, P.A., 4221 W. Boy Scout Blvd., Suite 1000, Tampa, Florida 33607 all of the documents and things described herein that are within Respondent's possession, custody or control, and respond in writing to these Requests within the time provided by Rule 34(b) of the Federal Rules of Civil Procedure.

Please read the following definitions and instructions carefully as they apply to all requests in this Petitioner's Second Request for Production to Respondent.

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 "Petitioner" refers to Intellect Technical Solutions, Inc., the petitioner in this proceeding, and all other persons acting on its behalf or at its direction or under its control, including its employees, agents, representatives and attorneys.

C. The term "Documents" as used herein includes, by way of example, but not by way of limitation, the following items, whether sketched, written, typed, printed, recorded, transcribed, punched, filmed or reproduced by any process that is or has been in the possession, control, care or custody of You, namely: notes, handwritten or otherwise; correspondence; communications of any nature including emails, internal company communications, oral or otherwise; telegrams; memoranda; summaries or records of personal conversations; diaries; reports; schedules; calendars; working papers; studies; publications; tape recordings; pictures or other recorded matter; specifications; charts; plans; graphs; drawings; photographs; price lists; indices;

computer disks, tapes, CD's, DVD's and other electronic recording devices; data sheets; data cards; minutes or records of meetings including directors' meetings; reports and/or summaries of interviews; opinions of counsel; agreements; reports or summaries of negotiations; publications; brochures; pamphlets; advertisements; circulars; trade letters; press releases; writings; graphs; records; data compilations; drafts of documents and revisions of drafts of documents and notes; check stubs; canceled checks; invoices; statements; ledgers; every copy of such writing or records where the original is or is not in the possession, care, custody or control of You; and every copy of such writing or record where such copy is not an identical copy of an original or where such copy contains any commentary or notation whatsoever that does not appear in the original. "Documents" further includes all things within the meaning of Rule 34(a) of the Federal Rules of Civil Procedure, and "writings," "recordings" and "photographs," whether "original" or "duplicate," within the meaning of Rule 1001 of the Federal Rules of Evidence.

D. The term "Concerning" includes evidencing, embodying, containing, pertaining to, referring to, alluding to, responding to, relating to, connected with, commenting on, with respect to, about, regarding, discussing, showing, describing, effecting, analyzing and/or constituting.

E. "Communication" means the act or fact of communicating between or among any persons, including in-person conversations, telephone conversations, emails, letters, memoranda, notes, summaries, photographs, audiotapes, videotapes, or other materials or memorials of communication, meetings or occasion 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. "Cancellation" means this proceeding, namely Cancellation No. 92050920 in the United States Patent and Trademark Office before the Trademark Trial and Appeal Board.

I. "Answer" means the document filed in this Cancellation entitled "Respondent's Answer to Petition for Cancellation."

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

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

L. 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.

M. 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.

N. 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.

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

INSTRUCTIONS

1. In answering these requests, you are required to perform a reasonable investigation and to furnish all documents and things in your possession, custody or control, or in the possession, custody or control of any agent, employee, representative (including, without limitation attorneys and accountants), or any other person acting or purporting to act for or on behalf of Respondent or in concert with Respondent, including, without limitation, Surjit P. Soni, counsel of record in this Cancellation.

2. These requests 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.

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

4. If any request set forth herein is objected to on the grounds of privilege, state 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 request which does not fall within the claim of privilege.

5. If any request set forth herein requests a tax return or a portion of a tax return, you may redact all confidential information shown on the responsive document(s) that does not relate to income derived from the Disputed Services or expenses incurred in connection with advertising,

promoting, offering, or providing the Disputed Services, and may then produce the redacted document(s).

REQUESTS FOR PRODUCTION OF DOCUMENTS AND THINGS

REQUEST NO. 1: All federal and state income tax returns filed by or for Respondent between January 1, 2003 and the present that list income derived from the Respondent's performance of the Disputed Services.

REQUEST NO. 2: All federal and state income tax returns filed by or for Respondent between January 1, 2003 and the present that list expenses incurred in the performance of the Disputed Services.

REQUEST NO. 3: All written contracts and agreements between Respondent and Patrick R. Neils, or between Respondent and any business or entity reasonably believed by Respondent to be owned, operated, or controlled by Patrick R. Neils, Concerning any Disputed Services offered or sold by Respondent.

REQUEST NO. 4: All written 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.", Concerning any Disputed Services offered or sold by Respondent.

REQUEST NO. 5: All Documents memorializing terms or conditions of any contract or agreement between Respondent and Potentials Developments, Inc., or any person or entity

reasonably believed by Respondent to be doing business as "Potentials Developments, Inc.", and Concerning any Disputed Services offered or sold by Respondent.

REQUEST NO. 6: All Documents memorializing terms or conditions of any contract or agreement between Respondent and Patrick R.Neils, or between Respondent and any business or entity reasonably believed by Respondent to be owned, operated, or controlled by Patrick R. Neils, Concerning any Disputed Services offered or sold by Respondent.

REQUEST NO. 7: All written 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, Concerning any Disputed Services offered or sold by Respondent.

REQUEST NO. 8: All written contracts and agreements between Respondent and PDI Coaching, or any person or entity reasonably believed by Respondent to be doing business as "PDI Coaching", Concerning the Disputed Services offered or sold by Respondent.

REQUEST NO. 9: All Documents memorializing terms or conditions of any contract or agreement between Respondent and PDI Coaching, or any person or entity reasonably believed by Respondent to be doing business as "PDI Coaching", and Concerning any Disputed Services offered or sold by Respondent.

REQUEST NO. 10: All Documents memorializing terms or conditions of any contract or agreement between Respondent and Kenneth G. Neils, or between Respondent and any business

or entity reasonably believed by Respondent to be owned, operated, or controlled by Kenneth G. Neils, Concerning the Disputed Services offered or sold by Respondent.

REQUEST NO. 11: All questionnaires, assessments and tests administered by any person or business to which Respondent has referred third parties for the performance of the Disputed Services including, without limitation Patrick R. Neils or Potentials Development, Inc.

REQUEST NO. 12: All Documents Concerning tests and assessments administered or evaluated by any person or business entity to which Respondent has referred third parties in connection with performance of the Disputed Services, including without limitation, all reports generated by Patrick R. Neils or any business entity reasonably believed by Respondent to be owned, operated, or controlled by Patrick R. Neils (including without limitation Potentials Development, Inc.).

REQUEST NO. 13: All written contracts and agreements under which Respondent may have a right to compensation for referring persons to third parties for the performance of any of the Disputed Services.

REQUEST NO. 14: All written contracts and agreements under which Respondent may have an obligation to compensate a third party for the performance of any of the Disputed Services.

REQUEST NO. 15: All written contracts and agreements describing terms or conditions under which Respondent may refer persons to third parties for the performance of any of the Disputed Services.

REQUEST NO. 16: All Documents memorializing terms or conditions of any contract or agreement between Respondent and any third party Concerning the performance of any Disputed Services.

REQUEST NO. 17: All Communications between Respondent and Patrick R. Neils Concerning the performance of any Disputed Services between May 1, 2002 and the present.

REQUEST NO. 18: All Communications between Respondent and any owner, officer, employee or subcontractor of Potentials Development, Inc. (or any person or entity reasonably believed by Respondent to be doing business as "Potentials Developments, Inc.") Concerning any performance of any of the Disputed Services between May 1, 2002 and the present.

REQUEST NO. 19: All Communications between Respondent and Kenneth G. Neils Concerning the performance of any of the Disputed Services between May 1, 2002 and the present.

REQUEST NO. 20: All Communications between Respondent and any owner, officer, employee or subcontractor of PDI Coaching Services (or any person or entity known by Respondent to be doing business as "PDI Coaching Services") Concerning any performance of any Disputed Services between May 1, 2002 and the present.

REQUEST NO. 21: All Communications between Respondent and any business, entity or person for whom Respondent has performed any of the Disputed Services during 2009 and Concerning any Disputed Services.

REQUEST NO. 22: All written contracts and agreements between Respondent and any third party Concerning the performance of the Disputed Services.

REQUEST NO. 23: All Documents and Communications Concerning contracts or agreements to perform any of the Disputed Services between May 1, 2002 and December 31, 2010.

REQUEST NO. 24: All Documents and Communications promoting, advertising, or offering to sell any of the Disputed Services which were published, distributed, or given to persons other than Respondent's Affiliates between May 1, 2002 and the present.

REQUEST NO. 25: All Documents and Communications making trademark use or service mark use of the ENTELLECT Mark.

REQUEST NO. 26: All correspondence sent to others on letterhead displaying the ENTELLECT Mark.

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 Second Request for Production 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

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

RESPONDENT'S RESPONSE TO PETITIONER'S
SECOND SET OF REQUESTS FOR PRODUCTION OF DOCUMENTS

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 and TTAB Rule 405, hereby responds to the first set of requests for production of documents from Petitioner Intellect Technical Solutions, Inc. ("PETITIONER").

PLEASE READ THE FOLLOWING RESPONSES AND OBJECTIONS CAREFULLY

GENERAL RESPONSE

RESPONDENT Milena Soni's responses to PETITIONER Intellect Technical Solutions, Inc.'s document production requests are made without waiving, or intending to waive, but on the contrary, expressly reserving: (a) the right to object, on the grounds of competency, privilege, relevancy or materiality, or any other proper grounds, to the use of the documents for any purpose in whole or in part, in any subsequent step or proceeding in this action or any other action; (b) the right to object to any and all grounds, at any time, to other document production requests or other discovery procedures involving or relating to the subject matter of these requests; and (c) the right at any time to revise, correct, add to, or clarify any of the responses provided herein.

Certain documents may or will be produced in a form that indicates that certain information has been redacted. Information may be or has been redacted on the grounds that the matter (a) is irrelevant and not reasonably calculated to lead to the discovery of admissible evidence, or (b) is protected from discovery by the attorney-client privilege, work product doctrine or some other applicable privilege.

RESPONDENT has not fully completed its investigation of matters at issue in this case, and has not completed preparation for trial. The responses herein reflect only the present state

of RESPONDENT's discovery regarding the documents that PETITIONER has requested and represent RESPONDENT's reasonable efforts to provide the information requested. Except as otherwise stated below, an objection to a specific demand does not imply that documents responsive to the specific demand exist. RESPONDENT expressly reserves the right to rely on, at any time, including trial, subsequently discovered information or information omitted from these responses as a result of mistake, error, oversight, or inadvertence.

Production of any document is not intended as, and shall not be deemed to be, a waiver of any objection set forth herein. On the contrary, RESPONDENT expressly reserves the right to raise any applicable objection at any time. Moreover, the inadvertent production of documents protected from discovery by the attorney-client privilege, work product doctrine or some other applicable privilege shall not constitute a waiver of such privileges with respect to those or any other documents. In the event that inadvertent production occurs, PETITIONER shall promptly return all inadvertently produced documents to RESPONDENT upon request, and shall make no use of the contents thereof nor premise any further discovery on information learned therefrom.

GENERAL OBJECTIONS

The following general objections are incorporated into each of the responses below. Notwithstanding the specific responses to any of the demands, RESPONDENT does not waive any of the objections made herein. Any reference to one or more of these General Objections is not a waiver of any other General Objection not referred to by name in any specific response.

1. RESPONDENT objects to Petitioner's document production requests as burdensome and oppressive insofar as they seek information not relevant to the subject matter of this action and not reasonably calculated to lead to the discovery of admissible evidence.

2. RESPONDENT will make reasonable effort to respond to each request to the extent that no objection is made, as RESPONDENT understands and interprets the request. If Petitioner subsequently asserts any interpretation of any request for documents that differs from that of RESPONDENT, RESPONDENT reserves the right to supplement its objections and responses.

3. RESPONDENT objects to the entire set of document requests to the extent that it seeks documents that are equally available to both parties.

4. RESPONDENT objects to Petitioner's document production insofar as it seeks documents that contain 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.

5. RESPONDENT objects to PETITIONER'S document production requests insofar as they seek documents that are protected by the attorney-client privilege or any other applicable privilege.

6. RESPONDENT objects to Petitioner's document production requests insofar as they seek documents that are not relevant to specific claims in RESPONDENT'S defenses or affirmative defenses. Accordingly, the requested documents are outside the scope of discovery set forth in Federal Rule of Civil Procedure 26 (Fed. R. Civ. P.).

7. RESPONDENT objects to PETITIONER'S document production requests insofar as they seek documents not in RESPONDENT's possession, custody, or control.

8. RESPONDENT objects to PETITIONER'S document production requests insofar as they seek documents which, by reason of public filing or otherwise, are already in Petitioner's possession or are readily accessible to PETITIONER.

9. RESPONDENT objects to PETITIONER'S document production requests 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.

10. RESPONDENT objects to PETITIONER'S failure to specify a reasonable place and manner for the document production to take place under Rule 34, which states that "[t]he request shall specify a reasonable time, place, and manner of making the inspection and performing the related acts." RESPONDENT will produce the documents responsive to Petitioner's requests in a way mutually convenient to the parties.

RESPONSES TO REQUESTS FOR PRODUCTION OF DOCUMENTS

REQUEST FOR PRODUCTION NO. 1:

All federal and state income tax returns filed by or for Respondent between January 1, 2003 and the present that list income derived from the Respondent's performance of the Disputed Services.

RESPONSE TO REQUEST FOR PRODUCTION NO. 1:

RESPONDENT incorporates the GENERAL OBJECTIONS set forth above.

RESPONDENT objects to this request as seeking documents that contain confidential 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.

REQUEST FOR PRODUCTION NO. 2:

All federal and state income tax returns filed by or for Respondent between January 1, 2003 and the present that list expenses incurred in the performance of the Disputed Services.

RESPONSE TO REQUEST FOR PRODUCTION NO. 2:

RESPONDENT incorporates the GENERAL OBJECTIONS set forth above.

RESPONDENT objects to this request as seeking documents that contain confidential 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.

REQUEST FOR PRODUCTION NO. 3:

All written contracts and agreements between Respondent and Patrick R. Neils, or between Respondent and any business or entity reasonably believed by Respondent to be owned, operated, or controlled by Patrick R. Neils, Concerning any Disputed Services offered or sold by Respondent.

RESPONSE TO REQUEST FOR PRODUCTION NO. 3:

RESPONDENT incorporates the GENERAL OBJECTIONS set forth above.

RESPONDENT objects to this request to the extent it seeks information protected by the attorney-client and/or work product privilege.

Subject to the foregoing objections, RESPONDENT will provide any responsive documents in her custody or control pursuant to the TTAB's rules for production.

REQUEST FOR PRODUCTION NO. 4:

All written 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.", Concerning any Disputed Services offered or sold by Respondent.

RESPONSE TO REQUEST FOR PRODUCTION NO. 4:

RESPONDENT incorporates the GENERAL OBJECTIONS set forth above.

RESPONDENT objects to this request to the extent it seeks information protected by the attorney-client and/or work product privilege.

Subject to the foregoing objections, RESPONDENT will provide any responsive documents in her custody or control pursuant to the TTAB's rules for production.

REQUEST FOR PRODUCTION NO. 5:

All Documents memorializing terms or conditions of any contract or agreement between Respondent and Potentials Developments, Inc., or any person or entity reasonably believed by Respondent to be doing business as "Potentials Developments, Inc.", and Concerning any Disputed Services offered or sold by Respondent.

RESPONSE TO REQUEST FOR PRODUCTION NO. 5:

RESPONDENT incorporates the GENERAL OBJECTIONS set forth above.

RESPONDENT objects to this request to the extent it seeks information protected by the attorney-client and/or work product privilege.

Subject to the foregoing objections, RESPONDENT will provide any responsive documents in her custody or control pursuant to the TTAB's rules for production.

REQUEST FOR PRODUCTION NO. 6:

All Documents memorializing terms or conditions of any contract or agreement between Respondent and Patrick R.Neils, or between Respondent and any business or entity reasonably believed by Respondent to be owned, operated, or controlled by Patrick R. Neils, Concerning any Disputed Services offered or sold by Respondent.

RESPONSE TO REQUEST FOR PRODUCTION NO. 6:

RESPONDENT incorporates the GENERAL OBJECTIONS set forth above.

RESPONDENT objects to this request to the extent it seeks information protected by the attorney-client and/or work product privilege.

Subject to the foregoing objections, RESPONDENT will provide any responsive documents in her custody or control pursuant to the TTAB's rules for production.

REQUEST FOR PRODUCTION NO. 7:

All written 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, Concerning any Disputed Services offered or sold by Respondent.

RESPONSE TO REQUEST FOR PRODUCTION NO. 7:

RESPONDENT incorporates the GENERAL OBJECTIONS set forth above.

RESPONDENT objects to this request to the extent it seeks information protected by the attorney-client and/or work product privilege.

Subject to the foregoing objections, RESPONDENT will provide any responsive documents in her custody or control pursuant to the TTAB's rules for production.

REQUEST FOR PRODUCTION NO. 8:

All written contracts and agreements between Respondent and PDI Coaching, or any person or entity reasonably believed by

Respondent to be doing business as "PDI Coaching", Concerning the Disputed Services offered or sold by Respondent.

RESPONSE TO REQUEST FOR PRODUCTION NO. 8:

RESPONDENT incorporates the GENERAL OBJECTIONS set forth above.

RESPONDENT objects to this request to the extent it seeks information protected by the attorney-client and/or work product privilege.

Subject to the foregoing objections, RESPONDENT will provide any responsive documents in her custody or control pursuant to the TTAB's rules for production.

REQUEST FOR PRODUCTION NO. 9:

All Documents memorializing terms or conditions of any contract or agreement between Respondent and PDI Coaching, or any person or entity reasonably believed by Respondent to be doing business as "PDI Coaching", and Concerning any Disputed Services offered or sold by Respondent.

RESPONSE TO REQUEST FOR PRODUCTION NO. 9:

RESPONDENT incorporates the GENERAL OBJECTIONS set forth above.

RESPONDENT objects to this request to the extent it seeks information protected by the attorney-client and/or work product privilege.

Subject to the foregoing objections, RESPONDENT will provide any responsive documents in her custody or control pursuant to the TTAB's rules for production.

REQUEST FOR PRODUCTION NO. 10:

All Documents memorializing terms or conditions of any contract or agreement between Respondent and Kenneth G. Neils, or between Respondent and any business or entity reasonably believed by Respondent to be owned, operated, or controlled by Kenneth G. Neils, Concerning the Disputed Services offered or sold by Respondent.

RESPONSE TO REQUEST FOR PRODUCTION NO. 10:

RESPONDENT incorporates the GENERAL OBJECTIONS set forth above.

RESPONDENT objects to this request to the extent it seeks information protected by the attorney-client and/or work product privilege.

Subject to the foregoing objections, RESPONDENT will provide any responsive documents in her custody or control pursuant to the TTAB's rules for production.

REQUEST FOR PRODUCTION NO. 11:

All questionnaires, assessments and tests administered by any person or business to which Respondent has referred third parties for the performance of the Disputed Services including, without limitation Patrick R. Neils or Potentials Development, Inc.

RESPONSE TO REQUEST FOR PRODUCTION NO. 11:

RESPONDENT incorporates the GENERAL OBJECTIONS set forth above.

RESPONDENT objects to this request as vague and ambiguous because it is uncertain whether the requested questionnaires, assessments and tests only refer to those administered for the

purpose of performing the Disputed Services, or include those administered by such person or business(sic) to any other person for any other purpose.

Subject to the foregoing objections and to the extent that Respondent understands the request, RESPONDENT will provide any responsive documents in her custody or control pursuant to the TTAB's rules for production.

REQUEST FOR PRODUCTION NO. 12:

All Documents Concerning tests and assessments administered or evaluated by any person or business entity to which Respondent has referred third parties in connection with performance of the Disputed Services, including without limitation, all reports generated by Patrick R. Neils or any business entity reasonably believed by Respondent to be owned, operated, or controlled by Patrick R. Neils (including without limitation Potentials Development, Inc.).

RESPONSE TO REQUEST FOR PRODUCTION NO. 12:

RESPONDENT incorporates the GENERAL OBJECTIONS set forth above.

RESPONDENT objects to this request as oppressive, burdensome and over broad to the extent it seeks 'all' responsive documents instead of merely representative documents sufficient to show the information specified.

RESPONDENT objects to this request in that it does not set forth a reasonably particularized category of documents as required by Fed. R. Civ. P. 34.

RESPONDENT objects to this request as vague and ambiguous because it is uncertain whether the requested assessments and

tests only refer to those administered in connection with performance of the Disputed Services, or include those administered by such person or business entity to any other person for any other purpose.

Subject to the foregoing objections, RESPONDENT will provide any responsive documents in her custody or control pursuant to the TTAB's rules for production.

REQUEST FOR PRODUCTION NO. 13:

All written contracts and agreements under which Respondent may have a right to compensation for referring persons to third parties for the performance of any of the Disputed Services.

RESPONSE TO REQUEST FOR PRODUCTION NO. 13:

RESPONDENT incorporates the GENERAL OBJECTIONS set forth above.

RESPONDENT objects to this request to the extent it seeks information protected by the attorney-client and/or work product privilege.

Subject to the foregoing objections, RESPONDENT will provide any responsive documents in her custody or control pursuant to the TTAB's rules for production.

REQUEST FOR PRODUCTION NO. 14:

All written contracts and agreements under which Respondent may have an obligation to compensate a third party for the performance of any of the Disputed Services.

RESPONSE TO REQUEST FOR PRODUCTION NO. 14:

RESPONDENT incorporates the GENERAL OBJECTIONS set forth above.

RESPONDENT objects to this request to the extent it seeks information protected by the attorney-client and/or work product privilege.

Subject to the foregoing objections, RESPONDENT will provide any responsive documents in her custody or control pursuant to the TTAB's rules for production.

REQUEST FOR PRODUCTION NO. 15:

All written contracts and agreements describing terms or conditions under which Respondent may refer persons to third parties for the performance of any of the Disputed Services.

RESPONSE TO REQUEST FOR PRODUCTION NO. 15:

RESPONDENT incorporates the GENERAL OBJECTIONS set forth above.

RESPONDENT objects to this request as being redundant to prior requests.

RESPONDENT objects to this request to the extent it seeks information protected by the attorney-client and/or work product privilege.

Subject to the foregoing objections, RESPONDENT will provide any responsive documents in her custody or control pursuant to the TTAB's rules for production.

REQUEST FOR PRODUCTION NO. 16:

All Documents memorializing terms or conditions of any contract or agreement between Respondent and any third party Concerning the performance of any Disputed Services.

RESPONSE TO REQUEST FOR PRODUCTION NO. 16:

RESPONDENT incorporates the GENERAL OBJECTIONS set forth above.

RESPONDENT objects to this request as being redundant to prior requests.

RESPONDENT objects to this request to the extent it seeks information protected by the attorney-client and/or work product privilege.

Subject to the foregoing objections, RESPONDENT will provide any responsive documents in her custody or control pursuant to the TTAB's rules for production.

REQUEST FOR PRODUCTION NO. 17:

All Communications between Respondent and Patrick R. Neils Concerning the performance of any Disputed Services between May 1, 2002 and the present.

RESPONSE TO REQUEST FOR PRODUCTION NO. 17:

RESPONDENT incorporates the GENERAL OBJECTIONS set forth above.

Subject to the foregoing objections, RESPONDENT will provide any responsive documents in her custody or control pursuant to the TTAB's rules for production.

REQUEST FOR PRODUCTION NO. 18:

All Communications between Respondent and any owner, officer, employee or subcontractor of Potentials Development, Inc. (or any person or entity reasonably believed by Respondent to be doing business as "Potentials Developments, Inc.")

Concerning any performance of any of the Disputed Services between May 1, 2002 and the present.

RESPONSE TO REQUEST FOR PRODUCTION NO. 18:

RESPONDENT incorporates the GENERAL OBJECTIONS set forth above.

RESPONDENT objects to this request as being redundant to prior requests.

Subject to the foregoing objections, RESPONDENT will provide any responsive documents in her custody or control pursuant to the TTAB's rules for production.

REQUEST FOR PRODUCTION NO. 19:

All Communications between Respondent and Kenneth G. Neils Concerning the performance of any of the Disputed Services between May 1, 2002 and the present.

RESPONSE TO REQUEST FOR PRODUCTION NO. 19:

RESPONDENT incorporates the GENERAL OBJECTIONS set forth above.

RESPONDENT objects to this request as being redundant to prior requests.

Subject to the foregoing objections, RESPONDENT will provide any responsive documents in her custody or control pursuant to the TTAB's rules for production.

REQUEST FOR PRODUCTION NO. 20:

All Communications between Respondent and any owner, officer, employee or subcontractor of PDI Coaching Services (or any person or entity known by Respondent to be doing business as "PDI Coaching Services") Concerning any performance of any

Disputed Services between May 1, 2002 and the present.

RESPONSE TO REQUEST FOR PRODUCTION NO. 20:

RESPONDENT incorporates the GENERAL OBJECTIONS set forth above.

RESPONDENT objects to this request as redundant to prior requests.

Subject to the foregoing objections, RESPONDENT will provide any responsive documents in her custody or control pursuant to the TTAB's rules for production.

REQUEST FOR PRODUCTION NO. 21:

All Communications between Respondent and any business, entity or person for whom Respondent has performed any of the Disputed Services during 2009 and Concerning any Disputed Services.

RESPONSE TO REQUEST FOR PRODUCTION NO. 21:

RESPONDENT incorporates the GENERAL OBJECTIONS set forth above.

RESPONDENT objects to this request as being redundant to prior requests.

Subject to the foregoing objections, RESPONDENT will provide any responsive documents in her custody or control pursuant to the TTAB's rules for production.

REQUEST FOR PRODUCTION NO. 22:

All written contracts and agreements between Respondent and any third party Concerning the performance of the Disputed Services.

RESPONSE TO REQUEST FOR PRODUCTION NO. 22:

RESPONDENT incorporates the GENERAL OBJECTIONS set forth above.

RESPONDENT objects to this request as being redundant to prior requests.

RESPONDENT objects to this request to the extent it seeks information protected by the attorney-client and/or work product privilege.

Subject to the foregoing objections, RESPONDENT will provide any responsive documents in her custody or control pursuant to the TTAB's rules for production.

REQUEST FOR PRODUCTION NO. 23:

All Documents and Communications Concerning contracts or agreements to perform any of the Disputed Services between May 1, 2002 and December 31, 2010.

RESPONSE TO REQUEST FOR PRODUCTION NO. 23:

RESPONDENT incorporates the GENERAL OBJECTIONS set forth above.

RESPONDENT objects to this request as being redundant to prior requests.

RESPONDENT objects to this request to the extent it seeks information protected by the attorney-client and/or work product privilege.

Subject to the foregoing objections, RESPONDENT will provide any responsive documents in her custody or control pursuant to the TTAB's rules for production.

REQUEST FOR PRODUCTION NO. 24:

All Documents and Communications promoting, advertising, or offering to sell any of the Disputed Services which were published, distributed, or given to persons other than Respondent's Affiliates between May 1, 2002 and the present.

RESPONSE TO REQUEST FOR PRODUCTION NO. 24:

RESPONDENT incorporates the GENERAL OBJECTIONS set forth above.

RESPONDENT objects to this request as oppressive, burdensome and over broad to the extent it seeks 'all' responsive documents instead of merely representative documents sufficient to show the information specified.

RESPONDENT objects to this request to the extent it seeks documents not relevant to this proceeding or reasonably calculated to lead to the discovery of admissible evidence.

Subject to the foregoing objections, RESPONDENT will provide any responsive documents in her custody or control pursuant to the TTAB's rules for production.

REQUEST FOR PRODUCTION NO. 25:

All Documents and Communications making trademark use or service mark use of the ENTELLECT Mark.

RESPONSE TO REQUEST FOR PRODUCTION NO. 25:

RESPONDENT incorporates the GENERAL OBJECTIONS set forth above.

RESPONDENT objects to this request as oppressive, burdensome and over broad to the extent it seeks 'all' responsive documents instead of merely representative documents sufficient to show the information specified.

RESPONDENT objects to this request to the extent it seeks documents not relevant to this proceeding or reasonably calculated to lead to the discovery of admissible evidence.

Subject to and without waiving the foregoing objections, RESPONDENT will provide any responsive documents in her custody or control pursuant to the TTAB's rules for production.

REQUEST FOR PRODUCTION NO. 26:

All correspondence sent to others on letterhead displaying the ENTELLECT Mark.

RESPONSE TO REQUEST FOR PRODUCTION NO. 26:

RESPONDENT incorporates the GENERAL OBJECTIONS set forth above.

RESPONDENT objects to this request as oppressive, burdensome and over broad to the extent it seeks 'all' responsive documents instead of merely representative documents sufficient to show the information specified.

RESPONDENT objects to this request to the extent it seeks documents not relevant to this proceeding or reasonably calculated to lead to the discovery of admissible evidence.

Subject to the foregoing objections, RESPONDENT will provide any responsive documents in her custody or control pursuant to the TTAB's rules for production.

Dated: March 15, 2010

By: _____
Surjit P. Soni
Ronald E. Perez
Woo Soon Choe
Attorneys for RESPONDENT,
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 REQUESTS FOR PRODUCTION OF DOCUMENTS was served upon 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

11.10

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 REQUESTS FOR PRODUCTION OF DOCUMENTS

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 and Trademark Trial and Appeal Board (TTAB) Rule 405, and in compliance with the TTAB's Order 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 Requests for Production of Documents from PETITIONER.

PLEASE READ THE FOLLOWING RESPONSES AND OBJECTIONS CAREFULLY

GENERAL RESPONSE

RESPONDENT Milena Soni's responses to PETITIONER Intellect Technical Solutions, Inc.'s document production requests are made without waiving, or intending to waive, but on the contrary, expressly reserving: (a) the right to object, on the grounds of competency, privilege, relevancy or materiality, or any other proper grounds, to the use of the documents for any purpose in whole or in part, in any subsequent step or proceeding in this action or any other action; (b) the right to object to any and all grounds, at any time, to other document production requests or other discovery procedures involving or relating to the subject matter of these requests; and (c) the right at any time to revise, correct, add to, or clarify any of the responses provided herein.

Certain documents may or will be produced in a form that indicates that certain information has been redacted. Information may be or has been redacted on the grounds that the matter (a) is irrelevant and not reasonably calculated to lead to the discovery of admissible evidence, or (b) is protected from discovery by the attorney-client privilege, work product doctrine or some other applicable privilege.

RESPONDENT has not fully completed its investigation of matters at issue in this case, and has not completed preparation

for trial. The responses herein reflect only the present state of RESPONDENT's discovery regarding the documents that PETITIONER has requested and represent RESPONDENT's reasonable efforts to provide the information requested. Except as otherwise stated below, an objection to a specific demand does not imply that documents responsive to the specific demand exist. RESPONDENT expressly reserves the right to rely on, at any time, including trial, subsequently discovered information or information omitted from these responses as a result of mistake, error, oversight, or inadvertence.

Production of any document is not intended as, and shall not be deemed to be, a waiver of any objection set forth herein. On the contrary, RESPONDENT expressly reserves the right to raise any applicable objection at any time. Moreover, the inadvertent production of documents protected from discovery by the attorney-client privilege, work product doctrine or some other applicable privilege shall not constitute a waiver of such privileges with respect to those or any other documents. In the event that inadvertent production occurs, PETITIONER shall promptly return all inadvertently produced documents to RESPONDENT upon request, and shall make no use of the contents thereof nor premise any further discovery on information learned therefrom.

GENERAL OBJECTIONS

The following general objections are incorporated into each of the responses below. Notwithstanding the specific responses to any of the demands, RESPONDENT does not waive any of the objections made herein. Any reference to one or more of these General Objections is not a waiver of any other General Objection not referred to by name in any specific response.

1. RESPONDENT objects to Petitioner's document production requests as burdensome and oppressive insofar as they seek information not relevant to the subject matter of this action and not reasonably calculated to lead to the discovery of admissible evidence.

2. RESPONDENT will make reasonable effort to respond to each request to the extent that no objection is made, as RESPONDENT understands and interprets the request. If Petitioner subsequently asserts any interpretation of any request for documents that differs from that of RESPONDENT, RESPONDENT reserves the right to supplement its objections and responses.

3. RESPONDENT objects to the entire set of document requests to the extent that it seeks documents that are equally available to both parties.

4. RESPONDENT objects to Petitioner's document production insofar as it seeks documents that contain 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.

5. RESPONDENT objects to PETITIONER'S document production requests insofar as they seek documents that are protected by the attorney-client privilege or any other applicable privilege.

6. RESPONDENT objects to Petitioner's document production requests insofar as they seek documents that are not relevant to specific claims in RESPONDENT'S defenses or affirmative defenses. Accordingly, the requested documents are outside the scope of discovery set forth in Federal Rule of Civil Procedure 26 (Fed. R. Civ. P.).

7. RESPONDENT objects to PETITIONER'S document production requests insofar as they seek documents not in RESPONDENT's possession, custody, or control.

8. RESPONDENT objects to PETITIONER'S document production requests insofar as they seek documents which, by reason of public filing or otherwise, are already in Petitioner's possession or are readily accessible to PETITIONER.

9. RESPONDENT objects to PETITIONER'S document production requests 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.

10. RESPONDENT objects to PETITIONER'S failure to specify a reasonable place and manner for the document production to take place under Rule 34, which states that "[t]he request shall specify a reasonable time, place, and manner of making the inspection and performing the related acts." RESPONDENT will produce the documents responsive to Petitioner's requests in a way mutually convenient to the parties.

SUPPLEMENTARY RESPONSES TO REQUESTS FOR PRODUCTION OF DOCUMENTS

REQUEST FOR PRODUCTION NO. 1:

All federal and state income tax returns filed by or for Respondent between January 1, 2003 and the present that list income derived from the Respondent's performance of the Disputed Services.

RESPONSE TO REQUEST FOR PRODUCTION NO. 1:

RESPONDENT incorporates the GENERAL OBJECTIONS set forth above.

RESPONDENT objects to this request as irrelevant, unwarranted disclosing RESPONDENT's confidential financial information, and violating RESPONDENT's rights of privacy for the following reasons:

> In RESPONDENT's federal and state income tax returns, the income derived from RESPONDENT's performance of the Disputed Services was not segregated from income from other businesses RESPONDENT was engaged in, but was reported as combined business income. As such, disclosure of such combined business income by the production of requested tax returns would not serve the purpose of identifying the income earned from rendering the mark-related services, and therefore would be irrelevant. Further, the requested tax returns would result in unwarranted disclosure of RESPONDENT's confidential financial information pertaining to RESPONDENT's other businesses totally unrelated with the ENTELLECT mark that is protected by both the

California Constitution, Article 1, Section 1; and also would damage RESPONDENT's rights of privacy under the United States Constitution or other applicable law.

In the TTAB's Order issued on October 1, 2010 on the Motion to Compel filed by PETITIONER, the TTAB ordered RESPONDENT to provide any documentation upon which RESPONDENT relied in determining the amount of income derived from the ENTELLECT mark-related services that formed part of the aggregate business income for each year.

As to this portion of the TTAB's Order, RESPONDENT objects to this request as violating RESPONDENT's rights of privacy protected under the United States Constitution or other applicable California and federal law; however, responds as follows:

RESPONDENT did not itemize annual revenues earned from providing the services in connection with the ENTELLECT mark. Accordingly, such revenues cannot be computed separately from revenues earned from other business activities. There are no documents from which the income earned from the mark-related services can be determined or segregated from other income not relevant to this proceeding.

Subject to the foregoing objections, RESPONDENT will supplement any responsive documents in her possession pursuant to the TTAB's Order of October 1, 2010.

REQUEST FOR PRODUCTION NO. 2:

All federal and state income tax returns filed by or for Respondent between January 1, 2003 and the present that list expenses incurred in the performance of the Disputed Services.

RESPONSE TO REQUEST FOR PRODUCTION NO. 2:

RESPONDENT incorporates the GENERAL OBJECTIONS set forth above.

RESPONDENT objects to this request as irrelevant, and requiring unwarranted disclosure of RESPONDENT's confidential financial information that is protected by both the California Constitution, Article 1, Section 1; and requires disclosure violating RESPONDENT's rights of privacy protected under the United States Constitution or other applicable California and federal law.

Pursuant to the TTAB's Order issued on October 1, 2010 on the Motion to Compel, Respondent responds as follows:

> Expenses incurred in the performance of the Disputed Services have never been separately reported or itemized in RESPONDENT's federal AND state income tax returns.

Subject to the foregoing objections, RESPONDENT will supplement any responsive documents in her possession pursuant to the TTAB's Order of October 1, 2010.

REQUEST FOR PRODUCTION NO. 3:

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

or controlled by Patrick R. Neils, Concerning any Disputed Services offered or sold by Respondent.

RESPONSE TO REQUEST FOR PRODUCTION NO. 3:

RESPONDENT incorporates the GENERAL OBJECTIONS set forth above.

RESPONDENT objects to this request to the extent it seeks information protected by the attorney-client and/or work product privilege.

Subject to the foregoing objections, RESPONDENT will supplement any responsive documents in her custody or control pursuant to the TTAB's Order of October 1, 2010.

REQUEST FOR PRODUCTION NO. 4:

All written 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.", Concerning any Disputed Services offered or sold by Respondent.

RESPONSE TO REQUEST FOR PRODUCTION NO. 4:

RESPONDENT incorporates the GENERAL OBJECTIONS set forth above.

RESPONDENT objects to this request to the extent it seeks information protected by the attorney-client and/or work product privilege.

Subject to the foregoing objections, RESPONDENT will supplement any responsive documents in her custody or control pursuant to the TTAB's Order of October 1, 2010.

REQUEST FOR PRODUCTION NO. 5:

All Documents memorializing terms or conditions of any contract or agreement between Respondent and Potentials Developments, Inc., or any person or entity reasonably believed by Respondent to be doing business as "Potentials Developments, Inc.", and Concerning any Disputed Services offered or sold by Respondent.

RESPONSE TO REQUEST FOR PRODUCTION NO. 5:

RESPONDENT incorporates the GENERAL OBJECTIONS set forth above.

RESPONDENT objects to this request to the extent it seeks information protected by the attorney-client and/or work product privilege.

Subject to the foregoing objections, RESPONDENT will supplement any responsive documents in her custody or control pursuant to the TTAB's Order of October 1, 2010.

REQUEST FOR PRODUCTION NO. 6:

All Documents memorializing terms or conditions of any contract or agreement between Respondent and Patrick R. Neils, or between Respondent and any business or entity reasonably believed by Respondent to be owned, operated, or controlled by Patrick R. Neils, Concerning any Disputed Services offered or sold by Respondent.

RESPONSE TO REQUEST FOR PRODUCTION NO. 6:

RESPONDENT incorporates the GENERAL OBJECTIONS set forth above.

RESPONDENT objects to this request to the extent it seeks information protected by the attorney-client and/or work product privilege.

Subject to the foregoing objections, RESPONDENT will supplement any responsive documents in her custody or control pursuant to the TTAB's Order of October 1, 2010.

REQUEST FOR PRODUCTION NO. 7:

All written 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, Concerning any Disputed Services offered or sold by Respondent.

RESPONSE TO REQUEST FOR PRODUCTION NO. 7:

RESPONDENT incorporates the GENERAL OBJECTIONS set forth above.

RESPONDENT objects to this request to the extent it seeks information protected by the attorney-client and/or work product privilege.

Subject to the foregoing objections, RESPONDENT will supplement any responsive documents in her custody or control pursuant to the TTAB's Order of October 1, 2010.

REQUEST FOR PRODUCTION NO. 8:

All written contracts and agreements between Respondent and PDI Coaching, or any person or entity reasonably believed by Respondent to be doing business as "PDI Coaching", Concerning the Disputed Services offered or sold by Respondent.

RESPONSE TO REQUEST FOR PRODUCTION NO. 8:

RESPONDENT incorporates the GENERAL OBJECTIONS set forth above.

RESPONDENT objects to this request to the extent it seeks information protected by the attorney-client and/or work product privilege.

Subject to the foregoing objections, RESPONDENT will supplement any responsive documents in her custody or control pursuant to the TTAB's Order of October 1, 2010.

REQUEST FOR PRODUCTION NO. 9:

All Documents memorializing terms or conditions of any contract or agreement between Respondent and PDI Coaching, or any person or entity reasonably believed by Respondent to be doing business as "PDI Coaching", and Concerning any Disputed Services offered or sold by Respondent.

RESPONSE TO REQUEST FOR PRODUCTION NO. 9:

RESPONDENT incorporates the GENERAL OBJECTIONS set forth above.

RESPONDENT objects to this request to the extent it seeks information protected by the attorney-client and/or work product privilege.

Subject to the foregoing objections, RESPONDENT will supplement any responsive documents in her custody or control pursuant to the TTAB's Order of October 1, 2010.

REQUEST FOR PRODUCTION NO. 10:

All Documents memorializing terms or conditions of any contract or agreement between Respondent and Kenneth G. Neils, or between Respondent and any business or entity reasonably believed by Respondent to be owned, operated, or controlled by Kenneth G. Neils, Concerning the Disputed Services offered or sold by Respondent.

RESPONSE TO REQUEST FOR PRODUCTION NO. 10:

RESPONDENT incorporates the GENERAL OBJECTIONS set forth above.

RESPONDENT objects to this request to the extent it seeks information protected by the attorney-client and/or work product privilege.

Subject to the foregoing objections, RESPONDENT will supplement any responsive documents in her custody or control pursuant to the TTAB's Order of October 1, 2010.

REQUEST FOR PRODUCTION NO. 11:

All questionnaires, assessments and tests administered by any person or business to which Respondent has referred third parties for the performance of the Disputed Services including, without limitation Patrick R. Neils or Potentials Development, Inc.

RESPONSE TO REQUEST FOR PRODUCTION NO. 11:

RESPONDENT incorporates the GENERAL OBJECTIONS set forth above.

RESPONDENT objects to this request as vague and ambiguous because it is uncertain whether the requested questionnaires,

assessments and tests only refer to those administered for the purpose of performing the Disputed Services, or include those administered by such person or business(sic) to any other person for any other purpose.

Subject to the foregoing objections and to the extent that Respondent understands the request, RESPONDENT will supplement any responsive documents in her custody or control pursuant to the TTAB's Order of October 1, 2010.

REQUEST FOR PRODUCTION NO. 12:

All Documents Concerning tests and assessments administered or evaluated by any person or business entity to which Respondent has referred third parties in connection with performance of the Disputed Services, including without limitation, all reports generated by Patrick R. Neils or any business entity reasonably believed by Respondent to be owned, operated, or controlled by Patrick R. Neils (including without limitation Potentials Development, Inc.).

RESPONSE TO REQUEST FOR PRODUCTION NO. 12:

RESPONDENT incorporates the GENERAL OBJECTIONS set forth above.

RESPONDENT objects to this request as oppressive, burdensome and over broad to the extent it seeks 'all' responsive documents instead of merely representative documents sufficient to show the information specified.

RESPONDENT objects to this request in that it does not set forth a reasonably particularized category of documents as required by Fed. R. Civ. P. 34.

RESPONDENT objects to this request as vague and ambiguous because it is uncertain whether the requested assessments and tests only refer to those administered in connection with performance of the Disputed Services, or include those administered by such person or business entity to any other person for any other purpose.

Subject to the foregoing objections, RESPONDENT will supplement any responsive documents in her custody or control pursuant to the TTAB's Order of October 1, 2010.

REQUEST FOR PRODUCTION NO. 13:

All written contracts and agreements under which Respondent may have a right to compensation for referring persons to third parties for the performance of any of the Disputed Services.

RESPONSE TO REQUEST FOR PRODUCTION NO. 13:

RESPONDENT incorporates the GENERAL OBJECTIONS set forth above.

RESPONDENT objects to this request to the extent it seeks information protected by the attorney-client and/or work product privilege.

Subject to the foregoing objections, RESPONDENT will supplement any responsive documents in her custody or control pursuant to the TTAB's Order of October 1, 2010.

REQUEST FOR PRODUCTION NO. 14:

All written contracts and agreements under which Respondent may have an obligation to compensate a third party for the performance of any of the Disputed Services.

RESPONSE TO REQUEST FOR PRODUCTION NO. 14:

RESPONDENT incorporates the GENERAL OBJECTIONS set forth above.

RESPONDENT objects to this request to the extent it seeks information protected by the attorney-client and/or work product privilege.

Subject to the foregoing objections, RESPONDENT will supplement any responsive documents in her custody or control pursuant to the TTAB's Order of October 1, 2010.

REQUEST FOR PRODUCTION NO. 15:

All written contracts and agreements describing terms or conditions under which Respondent may refer persons to third parties for the performance of any of the Disputed Services.

RESPONSE TO REQUEST FOR PRODUCTION NO. 15:

RESPONDENT incorporates the GENERAL OBJECTIONS set forth above.

RESPONDENT objects to this request as being redundant to prior requests.

RESPONDENT objects to this request to the extent it seeks information protected by the attorney-client and/or work product privilege.

Subject to the foregoing objections, RESPONDENT will supplement any responsive documents in her custody or control pursuant to the TTAB's Order of October 1, 2010.

REQUEST FOR PRODUCTION NO. 16:

All Documents memorializing terms or conditions of any contract or agreement between Respondent and any third party Concerning the performance of any Disputed Services.

RESPONSE TO REQUEST FOR PRODUCTION NO. 16:

RESPONDENT incorporates the GENERAL OBJECTIONS set forth above.

RESPONDENT objects to this request as being redundant to prior requests.

RESPONDENT objects to this request to the extent it seeks information protected by the attorney-client and/or work product privilege.

Subject to the foregoing objections, RESPONDENT will supplement any responsive documents in her custody or control pursuant to the TTAB's Order of October 1, 2010.

REQUEST FOR PRODUCTION NO. 17:

All Communications between Respondent and Patrick R. Neils Concerning the performance of any Disputed Services between May 1, 2002 and the present.

RESPONSE TO REQUEST FOR PRODUCTION NO. 17:

RESPONDENT incorporates the GENERAL OBJECTIONS set forth above.

Subject to the foregoing objections, RESPONDENT will supplement any responsive documents in her custody or control pursuant to the TTAB's Order of October 1, 2010.

REQUEST FOR PRODUCTION NO. 18:

All Communications between Respondent and any owner, officer, employee or subcontractor of Potentials Development, Inc. (or any person or entity reasonably believed by Respondent to be doing business as "Potentials Developments, Inc.") Concerning any performance of any of the Disputed Services between May 1, 2002 and the present.

RESPONSE TO REQUEST FOR PRODUCTION NO. 18:

RESPONDENT incorporates the GENERAL OBJECTIONS set forth above.

RESPONDENT objects to this request as being redundant to prior requests.

Subject to the foregoing objections, RESPONDENT will supplement any responsive documents in her custody or control pursuant to the TTAB's Order of October 1, 2010.

REQUEST FOR PRODUCTION NO. 19:

All Communications between Respondent and Kenneth G. Neils Concerning the performance of any of the Disputed Services between May 1, 2002 and the present.

RESPONSE TO REQUEST FOR PRODUCTION NO. 19:

RESPONDENT incorporates the GENERAL OBJECTIONS set forth above.

RESPONDENT objects to this request as being redundant to prior requests.

Subject to the foregoing objections, RESPONDENT will supplement any responsive documents in her custody or control pursuant to the TTAB's Order of October 1, 2010.

REQUEST FOR PRODUCTION NO. 20:

All Communications between Respondent and any owner, officer, employee or subcontractor of PDI Coaching Services (or any person or entity known by Respondent to be doing business as "PDI Coaching Services") Concerning any performance of any Disputed Services between May 1, 2002 and the present.

RESPONSE TO REQUEST FOR PRODUCTION NO. 20:

RESPONDENT incorporates the GENERAL OBJECTIONS set forth above.

RESPONDENT objects to this request as redundant to prior requests.

Subject to the foregoing objections, RESPONDENT will supplement any responsive documents in her custody or control pursuant to the TTAB's Order of October 1, 2010.

REQUEST FOR PRODUCTION NO. 21:

All Communications between Respondent and any business, entity or person for whom Respondent has performed any of the Disputed Services during 2009 and Concerning any Disputed Services.

RESPONSE TO REQUEST FOR PRODUCTION NO. 21:

RESPONDENT incorporates the GENERAL OBJECTIONS set forth above.

RESPONDENT objects to this request as being redundant to prior requests.

Subject to the foregoing objections, RESPONDENT will supplement any responsive documents in her custody or control pursuant to the TTAB's Order of October 1, 2010.

REQUEST FOR PRODUCTION NO. 22:

All written contracts and agreements between Respondent and any third party Concerning the performance of the Disputed Services.

RESPONSE TO REQUEST FOR PRODUCTION NO. 22:

RESPONDENT incorporates the GENERAL OBJECTIONS set forth above.

RESPONDENT objects to this request as being redundant to prior requests.

RESPONDENT objects to this request to the extent it seeks information protected by the attorney-client and/or work product privilege.

Subject to the foregoing objections, RESPONDENT will supplement any responsive documents in her custody or control pursuant to the TTAB's Order of October 1, 2010.

REQUEST FOR PRODUCTION NO. 23:

All Documents and Communications Concerning contracts or agreements to perform any of the Disputed Services between May 1, 2002 and December 31, 2010.

RESPONSE TO REQUEST FOR PRODUCTION NO. 23:

RESPONDENT incorporates the GENERAL OBJECTIONS set forth above.

RESPONDENT objects to this request as being redundant to prior requests.

RESPONDENT objects to this request to the extent it seeks information protected by the attorney-client and/or work product privilege.

Subject to the foregoing objections, RESPONDENT will supplement any responsive documents in her custody or control pursuant to the TTAB's Order of October 1, 2010.

REQUEST FOR PRODUCTION NO. 24:

All Documents and Communications promoting, advertising, or offering to sell any of the Disputed Services which were published, distributed, or given to persons other than Respondent's Affiliates between May 1, 2002 and the present.

RESPONSE TO REQUEST FOR PRODUCTION NO. 24:

RESPONDENT incorporates the GENERAL OBJECTIONS set forth above.

RESPONDENT objects to this request as oppressive, burdensome and over broad to the extent it seeks 'all' responsive documents instead of merely representative documents sufficient to show the information specified.

RESPONDENT objects to this request to the extent it seeks documents not relevant to this proceeding or reasonably calculated to lead to the discovery of admissible evidence.

Subject to the foregoing objections, RESPONDENT will supplement any responsive documents in her custody or control pursuant to the TTAB's Order of October 1, 2010.

REQUEST FOR PRODUCTION NO. 25:

All Documents and Communications making trademark use or service mark use of the ENTELLECT Mark.

RESPONSE TO REQUEST FOR PRODUCTION NO. 25:

RESPONDENT incorporates the GENERAL OBJECTIONS set forth above.

RESPONDENT objects to this request as oppressive, burdensome and over broad to the extent it seeks 'all' responsive documents instead of merely representative documents sufficient to show the information specified.

RESPONDENT objects to this request to the extent it seeks documents not relevant to this proceeding or reasonably calculated to lead to the discovery of admissible evidence.

Subject to the foregoing objections, RESPONDENT will supplement any responsive documents in her custody or control pursuant to the TTAB's Order of October 1, 2010.

REQUEST FOR PRODUCTION NO. 26:

All correspondence sent to others on letterhead displaying the ENTELLECT Mark.

RESPONSE TO REQUEST FOR PRODUCTION NO. 26:

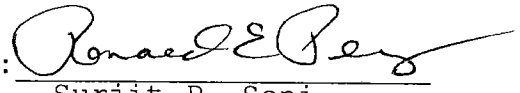
RESPONDENT incorporates the GENERAL OBJECTIONS set forth above.

RESPONDENT objects to this request as oppressive, burdensome and over broad to the extent it seeks 'all' responsive documents instead of merely representative documents sufficient to show the information specified.

RESPONDENT objects to this request to the extent it seeks documents not relevant to this proceeding or reasonably calculated to lead to the discovery of admissible evidence.

Subject to the foregoing objections, RESPONDENT will supplement any responsive documents in her custody or control pursuant to the TTAB's Order of October 1, 2010.

Dated: November 1, 2010

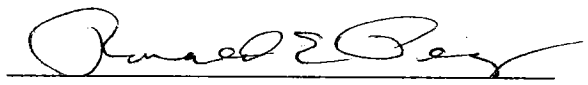
By: 

Surjit P. Soni
Ronald E. Perez
Woo Soon Choe
Attorneys for RESPONDENT,
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 REQUESTS FOR PRODUCTION OF DOCUMENTS** was served upon 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