TTAB

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July 28, 2011

To the Clerk of the Board
Trademark Trial and Appeal Board
U.S. Patent and Trademark Office
P.O. Box 1451 Alexandria, VA 22313-1451

Re: Univisión v. Unimundo. Case No. 92054050 85/003,668

Dear Clerk:

I am sending this Opposition by mail because I have attempted to file it to no avail. The system indicates "Error while processing upload request: Ghostscript: Unrecoverable error, exit code 1"

I contacted the USPTO, IT department and they are looking g into the problem.

Respectfully,

Marcus Fontain

08-01-2011

U.S. Patent & TMOfc/TM Mail Rcpt Dt. #81

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Registrant UNIMUNDO CORPORATION by and through
MARCUS FONTAIN, President and CEO, in pro se

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

UNIMUNDO CORPORATION, a Florida Corporation, Registrant, vs. UNIVISION COMMUNICATIONS, INC., a California Corporation, Petitioner.	**Cancellations No. 92054050** **Registration No. 3889485** **UNIMUNDO'S OPPOSITION AND TRAVERSE TO UNIVISION'S RESPONSE TO UNIMUNDO'S FURTHER OPPOSITION; AND RENEWED MOTION TO DISMISS UNIVISION'S PETITION TO CANCEL THE UNIMUNDO MARK FOR FAILURE TO STATE A CLAIM**

COMES NOW Registrant UNIMUNDO CORPORATION by and through MARCUS FONTAIN, President and CEO, in pro se and files this **UNIMUNDO'S OPPOSITION AND TRAVERSE TO UNIVISION'S RESPONSE TO UNIMUNDO'S FURTHER OPPOSITION; AND RENEWED MOTION TO DISMISS UNIVISION'S PETITION TO CANCEL THE UNIMUNDO MARK FOR FAILURE TO STATE A CLAIM.**

I. INTRODUCTION

The latest "RESPONSE TO UNIMUNDO'S FURTHER OPPOSITION" by Univision continues to be nothing but fodder. The USPTO Trademark Trial and Appeal Board ("The Board") should take notice Univision purposely forgets the real issue is that Univision **does not** have stranding to have filed a complaint for the cancellation of the UNIMUNDO Trademark name, in the first place.

Univision in bad faith and a deliberate attempt to conceal their true intentions are seeking to kick Unimundo out of the box and to bury the real issue of not having any standing by citing irrelevant cases and superfluous Sections of the CFR's none of which go to the heart of the matter, that Univision filed a baseless complaint in bad faith and with malice, just because Univision and its attorneys believe themselves to be Spanish Goliath. Univision has no standing here.

II. UNIVISION WAS SERVED BY U.S. FIRST CLASS MAIL POSTAGE PREPAID

The attorney for Univision, in a further effort to taint these proceedings and to cast doubt over UNIMUNDO's credibility has come and not just misrepresented he told a pack of lies to the Board by deliberately concealing that Univision in fact was [also] served with a hard copy of the papers via first class mail, not just by e-mail. The courtesy-copy sent via e-mail was a well-intended gesture by UNIMUNDO. This false representation by the attorney for Univision further proves that Univision is up to no good. With Univision, no good deed will go unpunished!!

The Proof of Service in no uncertain terms reads: ***"I MARCUS FONTAIN, on this date have caused to be served upon Petitioner by depositing one copy in the United States Mail, First Class Mail, postage prepaid, and by also sending courtesy copy to Petitioner via e-mail to ehourizadeh@mwe.com".*** The attorney for Univision instead chose to tell a blatant lie! UNIMUNDO in full compliance with the Board's order of July 13, 2011, DID serve Univision by fist class mail with a hard copy of the papers and the attorney for Univision knows it all too well. However, on this issue the attorney's for Univision should have included a sworn declaration under the penalty of perjury, which he deliberately failed to include for good reason.

III. UNIVISION HAD A THIRD CHANCE TO CLEARLY MAKE ITS CLAIM

Now, having been afforded a third chance at taking a bite of the apple, Univision instead of coming clean with their real claim of dilution and confusion chose to misrepresent but still made no effort to prove or to even try to convince the Board with clear and convincing evidence why Univision has any standing to argue that the UNIMUNDO Mark should be cancelled. Univision's filings are vexatious and baseless and the complaint should be dismissed with prejudice. The Board also should refuse to expand trademark protection as requested by Univision because clearly Univision has no standing to file any complaints against UNIMUNDO. The arguments by Univision simply do not cut mustard!

Furthermore, even after having a third bite at the apple, Univision again fell short by making no attempt to prove why UNIMUNDO is causing the dilution of the name Univision abd again failed to

argue why Univision's should prevail. Univision again failed to demonstrate the likelihood of success despite their delusional and preposterous claims of confusion and dilution of the name Univision by UNIMUNDO or by the "U" logo design and color of UNIMUNDO.

IV. ANY REFERENCE TO "TELEMUNDO" SHOULD ORDERED STRICKEN

On the issue of ***"Telemundo"*** the argument was thoroughly briefed to the Board since the inception of this case by UNIMUNDO in its "Motion to Dismiss" the Univision complaint, therefore, it is outrageous for Univision to now make the claim or to even allude that UNIMUNDO has raised the issue for the first time in these proceedings and that it was never mentioned by UNIMUNDO.

That is not the case here. This off track contention by Univision is not just wrong it is preposterous and more of the same malicious intent by Univision. The misuse of the ***"Telemundo"*** name and false argument by Univision regarding ***"Telemundo"*** has been much a part of this case since its inception, including in correspondence with Univision's attorney. See Univision's Petition to Cancel and Unimundo's Motion to Dismiss, **Exhibit A.**

To further demonstrate to the Board, Univision's ill intentions and the vexatious nature of Univision, they are not sure if they are dealing with the issues of ***"Telefutura"*** or ***"Telemundo."*** The attorney for Univision confused ***"Telemundo"*** at page 2 line 3 of the response, with ***"Telefutura."*** Be that as it may, any use of the name ***"Telemundo"*** in these proceedings is legally flawed and should be ordered stricken and barred from future use.

UNIMUNDO prays alternatively, the Board issue an Order directing Univision to strike and to cease and desist from any further use of the name ***"Telemundo"*** because Univision **is not** ***"Telemundo,"*** Univision does not own ***"Telemundo"*** nor are the Attorneys for Univision representing ***"Telemundo."*** ***"Telemundo"*** is neither a complainant here nor a part of this litigation.

Univision has made makes the false and misleading allegation that somehow UNIMUNDO used words from Univision and ***"Telemundo"*** and put them together to create the mark UNIMUNDO to confuse the public by creating "blurring and tarnishment." That is completely false!

V. UNIVISION ALSO HAS NO STANDING FOR FAILURE TO OBJECT

Univision should not be allowed to profit from their failure to object to the UNIMUNDO Trademark Registration. Univision had a chance to object to the issuance of the UNIMUNDO Trademark but deliberately failed to object. Therefore, any claim by Univision at this late date is moot.

UNIMUNDO registered its name and logo design pattern and the individual unique shapes as

trademarks with the USPTO as well as other countries, Univision deliberately failed to file any objection to the mark and therefore, the trademark should now be incontestable.

VI. NOT HAVING ANY STANDING UNIVISION SEEKS TO WIN PROCEDURALLY

It is important to note here that the Attorney for Univision in a predictable move and in a slight of hand, not only has he lied, he also want to procedurally win this case. The problem here is that neither Univision nor its attorneys have any legal standing in this case, in the first place.

Learned counsel for Univision has gone out of his way to attempt to pound UNIMUNDO's pleadings and filings with alleged procedural defects, particularly under the CFR's, despite the fact that Univision has no standing whatsoever in this action to be alleging anything procedural defects in this case and much less citing any case law and/or tiles against UNIMUNDO.

Univision has a long history of vexatious litigation against anyone and anything that moves just because they want to control the Spanish Tlevision and Internet Broadcasting. The federal courts are replete with litigation from Univision, most of which are filled with baseless allegations in hopes to win through bulling and intimidation to force opponents to abandon their lawful cause.

VII. UNIMUNDO IS PROCEEDING IN PRO SE

Pleadings of a pro se Defendant **SHALL NOT BE** dismissed for lack of form or failure of process. All the pleadings are as any reasonable man/woman would understand, and:

> "And be it further enacted. That no summons, writ, declaration, return, process, judgment, or other proceedings in civil cases in any of the courts or the United States, shall be abated, arrested, quashed or reversed, for any defect or want of form, but the said courts respectively shall proceed and give judgment according as the right of the cause and matter in law shall appear unto them, without regarding any imperfections, defects or want of form in such writ, declaration, or other pleading, returns process, judgment, or course of proceeding whatsoever, except those only in cases of demurrer, which the party demurring shall specially sit down and express together with his demurrer as the cause thereof. And the said courts respectively shall and may, by virtue of this act, from time to time, amend all and every such imperfections, defects and wants of form, other than those only which the party demurring shall express as aforesaid, and **may at any, time, permit either of the parties to amend any defect in the process of pleadings upon such conditions as the said courts respectively shall in their discretion, and by their rules prescribe** (a)" ***Judiciary Act of September 24, 1789***, Section 342, **FIRST CONGRESS, Sess.** 1, ch. 20, 1789.

See also ***Estelle Corrections Director, et al. v. Gamble,*** 29 U.S. 97, 97 S. Ct. 285, 50 L. Ed. 2d 251; ***Baldwin county Welcome Center v. Brown.*** 466 U.S. 147, 104 S. Ct. 1723, 80 L. Ed. 2d 196, 52 U.S.L.W. 3751. Rule 8(f) provides that "pleadings shall be so construed as to do substantial justice." We

frequently have stated that pro se pleadings are to be given a liberal construction. The Court ruled that "Pro Se Litigants pleadings are to be construed liberally and held to less stringent standards than lawyers" ***Haines v Kerner, Warden of Illinois State Penitentiary,*** (1972) 404 US 519 (1972).

VII. DISCOVERY IN THIS ACTION WAS ORDERED HALTED BY THE BOARD

Univision has failed to recognize that the Board on July 13, 2011placed on hold all discovery proceedings in this case, pending the resolution of UNIMUNDO's Motion to Dismiss. Univision seems to place reliance on two cases dealing with Discovery and production of documents which are wholly inapplicable to this case and do tend to support UNIMUNDO's position. ***Pioneer Kabushiki Kaisha dba Pioneer Corporation,*** 73 USPQ2d 1672, 1677 (TTAB 2005) and ***No Fear Inc. v. Rule,*** 54 USPQ 1551 (TTAB 2000). The fact of the matter is that the ***Pioneer*** case, stands for the proposition that:

> ***"Trademark Rule 2.120(f) provides that, upon motion by a party from whom a discovery deposition is sought, and for good cause shown, the Board may make any order which justice requires to protect a party from annoyance, embarrassment, oppression, undue burden or expense."***

No Fear Inc. v. Rule, supra, states in no uncertain terms that the Board granted the opposition's motion to compel as uncontested and applicant was ordered to provide discovery responses without objection within 30 days. The Opposition argued that responses were deficient and moved for sanctions in form of entry of judgment. Applicant argued that certain documents are privileged and, thus, not discoverable. Therefore, Univision is wrong on both counts. The complaint filed by Univision will prove to be just that "*annoyance, embarrassment, oppression, undue burden or expense* to UNIMUNDO.ious.

VIII. UNIVISION MALICIOUSLY CONFLATES UNIMUNDO WITH UNIVISION

Univision is seeking to have the Board unfairly and unjustly expand its current trademark protection to include the words ***"uni"*** and ***"mundo"*** neither of which belongs to Univision. Univision is trying to bootstrap to UNIMUNDO not just the Univision name but its **"Tulip"** logo trademark in hopes to convince the Board that the name Univision and the unique colors of its **"Tulip"** logo can be confused with the name UNIMUNDO or its **"U"** shaped logo. The Board should refuse to consider these concerns, and instead focus how to evaluate similar marks under the likelihood of confusion doctrine. It should also decline to address whether colors may be considered as part of a preexisting trademark in order to receive the same protection.

UNIMUNDO's logo is a "**U**" design which consists of solid blue colors, dark and light and with a solid white streak tail-like design inside www.unimundotv.com. Univision's logo www.univision.com

and in www.wikipedia.org/wiki/Univision is an unclear and undefined **"U."** In fact, it does not even look like a **"U."** Univision call its logo a ***"Tulip"*** where the top left quarter is ***purple*** with a twist to the left, a ***green*** square on the top right, a ***red*** pie on the lower left hand corner and a light ***blue*** pie on the lower right hand corner, none which in combination identify a letter **"U"** furthermore, the logo is then cut horizontally and vertically dividing it into four (4) color parts: **purple, green, red and blue.** The UNIMUNDO logo and the Univision logos are completely dissimilar by way of shape, design, color and meaning and any allegation of semblance is a figment of Univision's imagination.

The trademark names of Univision and UNIMUNDO are also dissimilar. Univision's claim that the two names can be confusing because they both have **"Uni"** is outrageous. The word **"Uni"** is a generic name for the word ***"one"*** or ***"uno"*** in Latin. A *Single one*, *Unicycle*, ***"Uni"*** is also a shortened word for *University,* a character in *'Dungeness and Dragons (TV Series; JJ Uni Records,* formally called *Universal City Records,* an *urban-type* Settlement in Kirov Oblast, Russia, *the Supreme Goddess of Etruscan Mythology,* ***Uni*** for *sea-urchin* in Japanese restaurants, *uniball Pens* for some pens and pencils, *Uni for Uniform spaces* in mathematics, *Uni Global Union,* an international trade union federation, a *user-network interface,* which is a junction from which a telecommunications services is connected between the service provider and the end user, ***Uniradio,*** a radio station in San Diego, CA. ***"Uni"*** is also the shortened word for ***university***; *University* High School (Irvine, California); *University* Laboratory High School (Urbana, Illinois); Union Nationale Inter-*universitaire*, a French right-wing union of *university* students; National University of Engineering (*Universidad* Nacional de Ingenieria), Lima, Peru; Independent *University* (*Universidade* Independente), Lisbon, Portugal.

The word ***"Vision"*** is also quite generic; the faculty of sight; eyesight: *poor vision* and even as applied in trademarks, as it has been used by *Pearle Vision; Plaza Vision Center; Uptown Vision; Visual Perception; Vision* (Timely Comics), *Visions* (Magic-The gathering- a card game). ***Vision*** or ***visions*** also refer to: *Visual* perception, interpreting what is seen; *Visual* system, the sensory mechanism of eyesight; *Vision* (spirituality), inspirational experiences ; Hallucination, vivid conscious perception in the absence of a stimulus.

The word ***"Mundo"*** in Spanish or ***"world"*** in English; *everyone*, *everybody, Mundo* (river), river in south-eastern Spain; *Mundo*, California, unincorporated community in Imperial County; *Mundo* (album), 2002 album by Rubén Blades; *Mundo* (Hun), descendant of Attila the Hun.

Univision is also not entitled to claim ownership of the word **"Uni"** nor "**Mundo.**" Furthermore,

"Telemundo" is not a complainant here, for good reasons, because they too cannot claim ownership over the word **"Mundo."** There has been plenty of case law on this very subject, such as ***"domino"*** for sugar and spices and pizzas, ***"holiday inns and holiday outs,"*** the uses of the word ***"world," "chico,"*** and **"golden JJ"** that courts have found to be weak trademarks because they are generic names.

Under current Supreme Court case law; a logo comparison cannot be made ***side-by-side.*** It must be made independently of each other. There is also no similarity whatsoever in the products from Univision Television Broadcasting and UNIMUNDO, Television video broadcasting over the internet, identity of retail outlets, or purchasers, or consumers, or subscribers or members other than the fact that UNIMUNDO and Univision mutually seek the Spanish speaking world as their target market audience.

UNIMUNDO is not trying to pass-off its product or services for those of Univision. Quite the opposite www.UnimundoTV.com is a music, movie and documentary site or venue for uploading of HD videos by its own members for internet TV viewing much like www.vimeo.com and www.youtube.com. To this end, compare www.univision.com. There is not one iota of similarities or any intent by UNIMUNDO to benefit whatsoever from Univision's reputation.

UNIMUNDO's **"U"** logo is unquestionably substantially different and distinguishable from Univision, **"Tulip"** logo and the same goes for the word UNIMUNDO. There cannot possibly be any confusion by any ordinary consumer, Spanish or not or other purchaser or visitor to the web sites that would be misled into thinking that they have gone into the world of Univision looking for UNIMUNDO and vice versa. ***"Univision" is "One Vision," and "UNIMUNDO" is "One World."*** UNIMUNDO by no means is trying to dilute the good name of Univision.

IX. UNIMUNDO AND ITS "U" LOGO ARE PROTECTED UNDER THE "LAHAM ACT"

Univision is unjustly seeking judicial protection when none is due. Univision is claiming trademark infringement in the hopes of expanding trademark protection into a doctrine that could safeguard both the name **"Uni"** and **"Mundo"** as well as a **"U"** shaped logo while the UNIMUNDO name and logo are inherently distinctive marks that had achieved secondary meaning in the marketplace but there was no likelihood of confusion between Univision and UNIMUNDO. ***See Dooney & Bourke,*** 454 F. 3d at 112. (quoting ***Louis Vuitton Malletier v. Dooney & Bourke, Inc.,*** 340 F. Supp. 2d 415, 438-39 (S.D.N.Y. 2004), *affd in part, vacated in part,* 454 F.3d 108 (2d Cir. 2006)). ***Raustiala & Sprigman, supra*** note 27, at 1699. As a further example of copyright protection limits. 17 U.S.C.A. § 102 (West 2007). *See* ***Two Pesos, Inc. v. Taco Cabana, Inc.,*** 505 U.S. 763, 765 (1992) (quoting ***Taco Cabana Int'l, Inc. v.***

Two Pesos, Inc., 932 F.2d 1113, 1117 (5th Cir. 1991), *affd,* 505 U.S. 763 (1992)). U.S.C.A. § 1125(a) (West 2007). See also ***Knitwaves, Inc. v. Lollytogs Ltd.,*** 71 F.3d 996, 1005 (2d Cir. 1995). See ***Qualitex Co. v. Jacobson Prods. Co.,*** 514 U.S. 159, 165 (1995); James E. Stewart & **J.** Michael Huget, ***Trade Dress: Protecting a Valuable Asset,*** 74 MICH. B.J. **56, 57** (1995).

Trademark protection is available under sections 32 and 43(a) of the Lanham Act. Together, these sections protect both registered and unregistered trademarks from misuse or reproduction in commerce, such as the name UNIMUNDO and its **"U"** shaped logo neither of which are any sort of reproduction of the Univision name or its **"Tulip"** logo. Section 32 only protects those trademarks that are registered on the Principal Register with the United States Patent and Trademark Office.' Section 43(a) protects qualifying unregistered trademarks by providing that an entity's *us[e] in commerce [o] any word, term, name, symbol, or device, or any combination thereof... which is likely to cause confusion, or to cause mistake, or to deceive as to. . . origin, sponsorship, or approval of his or her goods, services,* ***Wal-Mart Stores, Inc. v. Samara Bros., Inc.,*** 529 U.S. 205, 212, 216 (2000*). "We hold that, in an action for infringement of unregistered trade dress under § 43(a) of the Lanham Act, a product's design is distinctive, and therefore protectable, only upon a showing of secondary meaning." Id.* ***Knitwaves, Inc.,*** 71 F.3d at 1008. 15 **U.S.C.A.** § 1127 and 15 **U.S.C.A.** § 1127; 15 U.S.C.A. §§ 1114, 1125(a); 15 U.S.C.A. § 1125(a); ***Two Pesos, Inc. v. Taco Cabana, Inc.,*** 505 U.S. 763, 768 (1992); 15 U.S.C.A. § 1052; ***Wal-Mart Stores, Inc. v. Samara Bros., Inc.,*** 529 U.S. 205, 210-11 (2000). *Id.* at 211 (quoting to ***Inwood Labs., Inc. v. Ives Labs., Inc.,*** 456 U.S. 844, 851 n. ll (1982)). The test to determine whether a trademark is protected from trademark infringement under the Lanham Act is a two-part analysis: "The plaintiff must provide factual proof that: (1) either secondary meaning or inherent distinctiveness has been acquired by the trade dress [or trademark]; and (2) that the defendant's product is 'confusingly similar' to the plaintiffs product." ***Gruner + Jahr USA Publ'g v. Meredith Corp.,*** 991 F.2d 1072, 1074 (2d Cir. 1993); Carefirst ***of Md., Inc. v. First Care, P.C.,*** 434 F.3d 263, 267 (4th Cir. 2006); ***Freedom Card, Inc. v. JPMorgan Chase &*** Co., 432 F.3d 463, 470-71 (3d Cir. 2005); ***Davis v. Walt Disney Co.,*** 430 F.3d 901, 903 (8th Cir. 2005); ***Scott Fetzer Co. v. House of Vacuums Inc.,*** 381 F.3d 477, 484-85 (5th Cir. 2004); ***Sullivan v. CBS Corp.,*** 385 F.3d 772, **776** (7th Cir. 2004); ***Sally Beauty Co. v. Beautyco, Inc.,*** 304 F.3d 964, **972** (10th Cir. 2002); ***Int'l Assoc. of Machinists & Aerospace Workers v. Winship Green Nursing Ctr.,*** **103** F.3d 196, 201 (1st Cir. 1996); ***Wynn Oil Co. v. Thomas,*** 839 F.2d 1183, 1186 (6th Cir. 1988); ***Ambrit, Inc. v. Kraft, Inc.,*** 812 F.2d 1531, 1538 (11th Cir. 1986),

Polaroid Corp. v. Polarad Elecs. Corp., 287 F.2d 492, 495 (2d Cir. 1961).

See also ***Star Indus., Inc. v. Bacardi & Co.,*** 412 F.3d 373, 390-91 (2d Cir. 2005); ***Malletier v. Burlington Coat Factory Warehouse Corp.,*** 426 F.3d 532, **537 (2d** Cir. 2005); ***Nabisco, Inc. v. Warner-Lambert Co.,*** 220 F.3d 43, 46 (2d Cir. 2000); ***Scott Fetzer,*** 381 F.3d at 485; ***Dippin' Dots, Inc. v. Frosty Bites Distrib., LLC,*** 369 F.3d 1197, 1208 (1lth Cir. 2004); ***Winship Green,*** 103 F.3d at 20; ***Lang v. Ret. Living Publ'g Co.,*** 949 F.2d 576, **581** (2d Cir. 1991); ***Gruner + Jahr USA Publ'g v. Meredith Corp.,*** 991F.2d 1072, 1078 (2d Cir. 1993); "In assessing similarity, courts look to the overall impression created by the logos and the context in which they are found and consider the totality of factors that could cause confusion among prospective purchasers." *Id.* ***Nabisco,*** 220 F.3d at 47 (quoting ***Streetwise Maps, Inc. v. Vandam, Inc.,*** 159 F.3d 739, 744 (2d Cir. 1998)); ***Brennan's, Inc. v. Brennan's Rest. LLC,*** 360 F.3d 125, 133 (2d Cir. 2004). The Second Circuit agreed with the district court that Vuitton's Multicolore mark deserved protection, but vacated the district court's decision to utilize a side-by-side comparison to determine similarity of the marks. ***Burlington Coat Factory,*** 426 F.3d at 537; ***Gruner + Jahr USA Publ'g v. Meredith Corp.,*** 991 F.2d 1072, 1078 (2d Cit. 1993); ***Louis Vuitton v. Dooney & Bourke, Inc.,*** 454 F.3d 108, 111 (2d Cir. 2006).

The court, relying on its holding in ***Burlington Coat Factory,*** stated that "courts must analyze the mark's overall impression on a consumer, considering the context in which the marks are displayed and the totality of factors that could cause confusion among prospective purchasers" to determine similarity of the marks for likelihood of confusion."° The court found that the district court improperly relied on a Side-by-side comparison" to determine the similarity of Vuitton's and D & B's trademarks, rather than using a sequential, marketplace comparison, and remanded the issue to the district court. The court held that while the district court erred in determining this likelihood of confusion factor, by utilizing a side-by-side comparison, the district court had not "clearly erred with respect to the other *Polaroid* factors."' As a result, the Second Circuit only compelled the district court to reanalyze the similarity of Vuitton's and D & B's marks under the sequential, marketplace comparison, and to then rebalance all of the ***Polaroid*** factors relevant to this case.

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III. CONCLUSION

The complaint by Univision is without base in law or equity, vexatious, filed in bad faith and with malice and it represents tortious interference with the business of UNIMUNDO.

Additionally, Univision for the third time has fallen short of even coming close to making any factual argument for dilution. All Univision is seeking is a vexatious and protracted litigation in hopes that UNIMUNDO will fold and go away.

Wherefore, UNIMUNDO moves the Board to dismiss Univision's complaint with prejudice for failure to state a claim. Alternatively, the USPTO Trademark Trial and Appeal Board should issue an order of cease and desist to direct Univision to strike the name ***"Telemundo"*** and to refrain from making any further references, allegations or using the name ***"Telemundo"*** in this litigation.

Executed on July 28, 2011

Respectfully submitted,

UNIMUNDO CORPORATION
By and through MARCUS FONTAIN
President and CEO, in pro se
marcus@unimundotv.com

PROOF OF SERVICE

I MARCUS FONTAIN, on this date have caused to be served upon Petitioner by depositing one copy in the United States Mail, First Class Mail, postage prepaid **UNIMUNDO'S OPPOSITION AND TRAVERSE TO UNIVISION'S RESPONSE TO UNIMUNDO'S FURTHER OPPOSITION; AND RENEWED MOTION TO DISMISS UNIVISION'S PETITION TO CANCEL THE UNIMUNDO MARK FOR FAILURE TO STATE A CLAIM**, addressed to:

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Executed on this July 28, 2011

Marcus Fontain