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



08-11-2011

U.S. Patent & TMO/TM Mail Rpt 01 #01

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

13 UNIMUNDO CORPORATION,
14 a Florida Corporation,

15 Registrant,

16 vs.

17 UNIVISION COMMUNICATIONS, INC.,
18 a California Corporation,

19 Petitioner.

) **Cancellations No. 92054050**

) **Registration No. 3889485**

85/003, 668

) **UNIMUNDO'S FURTHER**
) **OPPOSITION TO UNIVISION'S**
) **OPPOSITION TO UNIMUNDO'S**
) **MOTION TO DISMISS; MOTION FOR**
) **AN ORDER DIRECTING UNIVISION**
) **TO STRIKE AND TO CEASE AND**
) **DESIST THE USE OF OR ANY**
) **REFERENCE TO THE NAME**
) **"TELEMUNDO" AT ANY STAGE OF**
) **THE PROCEEDINGS; AND RENEWED**
) **MOTION TO DISMISS UNIVISION'S**
) **COMPLAINT WITH PREJUDICE**

24
25 COMES NOW Registrant UNIMUNDO CORPORATION by and through MARCUS
26 FONTAIN, President and CEO, in pro se and files this UNIMUNDO'S FURTHER
27 OPPOSITION TO UNIVISION'S OPPOSITION TO UNIMUNDO'S MOTION TO
28 DISMISS; MOTION FOR AN ORDER DIRECTING UNIVISION TO STRIKE AND TO

1 CEASE AND DESIST THE USE OF OR ANY REFERENCE TO THE NAME
2 "TELEMUNDO" AT ANY STAGE OF THE PROCEEDINGS; AND RENEWED
3 MOTION TO DISMISS UNIVISION'S COMPLAINT WITH PREJUDICE.
4

5 I. INTRODUCTION

6 The Univision complaint should be dismissed with prejudice. The USPTO Trademark
7 Trial and Appeal Board should refuse to expand trademark protection as requested by
8 Univision because among other things Univision has no standing to file any complaints
9 against UNIMUNDO. Additionally, even after having been given a second bite at the apple,
10 Univision fell short by making no attempt to prove dilution or made any valid argument by
11 which the Univision's complaint should stand. Furthermore, Univision again failed to
12 demonstrate the likelihood of success due to confusion or dilution of the name Univision by
13 UNIMUNDO or by the logo design or color of UNIMUNDO.

14 Alternatively, USPTO Trademark Trial and Appeal Board should issue an Order
15 directing Univision to strike and to cease and desist from any further use of the name
16 "Telemundo" in this litigation because Univision is **not** Telemundo; Univision does not own
17 Telemundo nor are the Attorneys for Univision representing Telemundo here. Additionally,
18 Telemundo is not part of this litigation. Telemundo is an entity separate and apart from
19 Univision. Any mention of the name Telemundo by Univision here is malicious, vindictive
20 and a desperate attempt to taint this litigation for the purpose of prejudicing UNIMUNDO.

21 The Univision controversy is representative of Univision's consummate and desperate
22 battles in the United States to stay afloat trying to save its ever failing business be it legally
23 or illegally. In this case by using the USPTO Trademark Trial and Appeal Board as the
24 stocking horse for protection in an unfair effort to stop UNIMUNDO from capitalizing in the
25 Spanish market. Univision had a chance to object to the filing of the UNIMUNDO
26 Trademark but deliberately failed to object. There is a price associated with the failure to
27 object and Univision should pay the price.
28

1 Univision is seeking to unfairly and unjustly expand its current trademark protection to
2 include the words "*uni*" and "*mundo*" neither of which belongs to Univision. Univision is
3 seeking to bootstrap to UNIMUNDO not just the Univision name but the colors it
4 incorporated into its already protected name and logo trademark in hopes to convince the
5 USPTO Trademark Trial and Appeal Board that the name Univision and the unique colors of
6 its "**Tulip**" logo can be confused with the name UNIMUNDO or its "U" shaped logo.
7 Nothing, can nothing can be further from the truth and they know it.

8 The USPTO Trademark Trial and Appeal Board, should inherently refuse to consider
9 these concerns, and instead focus how to evaluate similar marks under the likelihood of
10 confusion doctrine. It should also decline to address whether colors may be considered as
11 part of a preexisting trademark in order to receive the same protection and ultimately ignore
12 the possibility of expanding trademark protection in this case.

13 14 MEMORANDUM OF POINTS AND AUTHORITIES

15 II. ARGUMENT

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

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

27 The trademark names of Univision and UNIMUNDO are also dissimilar. Univisions
28 claim that the two names can be confusing because they both have "Uni" is outrageous.

1 The word "Uni" is a generic name for the word "one" or "uno" in Latin. A *Single one*,
2 *Unicycle*, "Uni" is also a shortened word for *University*, a character in *'Dungeness and*
3 *Dragons (TV Series; JJ Uni Records*, formally called *Universal City Records*, an urban-type
4 Settlement in Kirov Oblast, Russia, *the Supreme Goddess of Etruscan Mythology*, *Uni* for
5 *sea-urchin* in Japanese restaurants, *uniball Pens* for some pens and pencils, *Uni for Uniform*
6 *spaces* in mathematics, *Uni Global Union*, an international trade union federation, a *user-*
7 *network interface*, which is a junction from which a telecommunications services is
8 connected between the service provider and the end user, *Uniradio*, a radio station in San
9 Diego, CA.

10 "Uni" is also the shortened word for *university*; *University Professors Program*, an
11 interdisciplinary program for gifted students at Boston *University*; *University High School*
12 (Irvine, California); *University Laboratory High School* (Urbana, Illinois); *Union Nationale*
13 *Inter-universitaire*, a French right-wing union of *university* students; *National University of*
14 *Engineering (Universidad Nacional de Ingenieria)*, Lima, Peru; *University of Northern Iowa*;
15 *Independente University (Universidade Independente)*, Lisbon, Portugal.

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

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

26 Univision also makes the false and misleading allegation that somehow UNIMUNDO
27 used words from Univision and Telemundo and put them together to create
28 the mark UNIMUNDO to confuse the public by creating "blurring and tarnishment." This is

1 nothing but a pack of lies. And for the attorneys representing Univision it is patently
2 unethical to make allegations in favor of another company that they do not represent and
3 their lack of ethical behavior may be actionable at the California State Bar level.

4 Univision is not entitled to claim ownership of the word "Uni" nor "Mundo."
5 Furthermore, "Telemundo" is not a complainant here, for good reasons, because they too
6 cannot claim ownership over the word "Mundo." Additionally, There has been plenty of
7 case law on this very subject, such as "*domino*" for sugar and spices and pizzas, "*holiday*
8 *inns and holiday outs*," the uses of the word "*world*," "*chico*," and "*golden JJ*" that courts
9 have found to be weak trademarks because they are generic names.

10 There is absolutely, no similarity in the logo design "U" or the actual name between
11 UNIMUNDO and Univision. Under current Supreme Court case law; a logo comparison
12 cannot be made *side-by-side*. It must be made independently of each other.

13 There is also no similarity whatsoever in the products from Univision and UNIMUNDO,
14 TV broadcasting over the internet, identity of retail outlets, or purchasers, or consumers, or
15 subscribers or members other than the fact that UNIMUNDO and Univision mutually seek
16 the Spanish speaking world as their target market audience.

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

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

1 name of Univision.

2 Additionally, UNIMUNDO registered its name and logo design pattern and the individual
3 unique shapes as trademarks with the United States Patent and Trademark Office as well as
4 other countries, Univision deliberately failed to file any objection to the mark and therefore,
5 the trademark should now be incontestable.

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

15 General copyright protection is available under 17 U.S.C. § 102 for the following
16 categories of work: "(1) literary works; (2) musical works, including any accompanying
17 words; (3) dramatic works, including any accompanying music; (4) pantomimes and
18 choreographic works; (5) pictorial, graphic, and sculptural works; (6) motion pictures and
19 other audiovisual works; (7) sound recordings; and (8) architectural works.

20 Neither Univision's name or its "Tulip" logo are original designs as statutorily defined
21 An "original design" is statutorily defined as a design that "is the result of the designer's
22 creative endeavor that provides a distinguishable variation over prior work pertaining to
23 similar articles which is more than merely trivial and has not been copied from another
24 source." These forms of copyright-protected designs do not include any designs that are: (1)
25 *not original; (2) staple or commonplace, such as a standard geometric figure, a familiar*
26 *symbol, an emblem, or a motif, or another shape, pattern, or configuration*
27 *which has become standard, common, prevalent, or ordinary; (3) different from a design*
28 *excluded by paragraph (2) only in insignificant details or in elements which are variants*

1 commonly used in the relevant trades; (4) dictated solely by a utilitarian function of the
2 article that embodies it; or (5) embodied in a useful article that was made public by the
3 designer or owner in the United States or a foreign country more than 2 years before the
4 date of the application for registration under this chapter. See *Two Pesos, Inc. v. Taco*
5 *Cabana, Inc.*, 505 U.S. 763, 765 (1992) (quoting *Taco Cabana Int'l, Inc. v. Two Pesos,*
6 *Inc.*, 932 F.2d 1113, 1117 (5th Cir. 1991), *affd.*, 505 U.S. 763 (1992)). U.S.C.A. § 1125(a)
7 (West 2007). See also *Knitwaves, Inc. v. Lollytogs Ltd.*, 71 F.3d 996, 1005 (2d Cir. 1995).
8 See also *Qualitex Co. v. Jacobson Prods. Co.*, 514 U.S. 159, 165 (1995); James E. Stewart
9 & J. Michael Huget, *Trade Dress: Protecting a Valuable Asset*, 74 MICH. B.J. 56, 57
10 (1995).

11 In addition, the United States Supreme Court has stated that the colors and designs of a
12 product, which constitute aspects of trade dress, are only protected under the Lanham Act
13 upon a showing of secondary meaning. "Secondary meaning requires that customers come to
14 associate that specific color or design with the source of a particular product over time."
15 *Trademark Protection under the Lanham Act* is statutorily defined as: *any word, name,*
16 *symbol, or device, or any combination thereof-(1) used by a person, or (2) which a person*
17 *has a bona fide intention to use in commerce and applies to register on the principal register*
18 *established by this chapter, to identify and distinguish his or her goods, including a unique*
19 *product, from those manufactured or sold by others and to indicate the source of the goods,*
20 *even if that source is unknown.*

21 Trademark protection is available under sections 32 and 43(a) of the Lanham Act.
22 Together, these sections protect both registered and unregistered trademarks from misuse or
23 reproduction in commerce, such as the name UNIMUNDO and its "U" shaped logo neither
24 of which are any sort of reproduction of the Univision name or its "Tulip" logo. Section 32
25 only protects those trademarks that are registered on the Principal Register with the United
26 States Patent and Trademark Office.' Section 43(a) protects qualifying unregistered
27 trademarks by providing that an entity's *us[e] in commerce [o] any word, term, name,*
28 *symbol, or device, or any combination thereof... which is likely to cause confusion, or to*

1 cause mistake, or to deceive as to. . . origin, sponsorship, or approval of his or her goods,
2 services, *Wal-Mart Stores, Inc. v. Samara Bros., Inc.*, 529 U.S. 205, 212, 216 (2000). "We
3 hold that, in an action for infringement of unregistered trade dress under § 43(a) of the
4 Lanham Act, a product's design is distinctive, and therefore protectable, only upon a
5 showing of secondary meaning." *Id. Knitwaves, Inc.*, 71 F.3d at 1008. 15 U.S.C.A. § 1127
6 and 15 U.S.C.A. § 1127; 15 U.S.C.A. §§ 1114, 1125(a); 15 U.S.C.A. § 1125(a); *Two*
7 *Pesos, Inc. v. Taco Cabana, Inc.*, 505 U.S. 763, 768 (1992); 15 U.S.C.A. § 1052; *Wal-Mart*
8 *Stores, Inc. v. Samara Bros., Inc.*, 529 U.S. 205, 210-11 (2000). *Id.* at 211 (quoting to
9 *Inwood Labs., Inc. v. Ives Labs., Inc.*, 456 U.S. 844, 851 n. 11 (1982));

10 The test to determine whether a trademark is protected from trademark infringement
11 under the Lanham Act is a two-part analysis: "The plaintiff must provide factual proof that:
12 (1) either secondary meaning or inherent distinctiveness has been acquired by the trade dress
13 [or trademark]; and (2) that the defendant's product is 'confusingly similar' to the plaintiffs
14 product." *Gruner + Jahr USA Publ'g v. Meredith Corp.*, 991 F.2d 1072, 1074 (2d Cir.
15 1993); *Carefirst of Md., Inc. v. First Care, P.C.*, 434 F.3d 263, 267 (4th Cir. 2006);
16 *Freedom Card, Inc. v. JPMorgan Chase & Co.*, 432 F.3d 463, 470-71 (3d Cir. 2005); *Davis*
17 *v. Walt Disney Co.*, 430 F.3d 901, 903 (8th Cir. 2005), *cert. denied*, 126 S. Ct. 2303 (2006);
18 *Scott Fetzer Co. v. House of Vacuums Inc.*, 381 F.3d 477, 484-85 (5th Cir. 2004); *Sullivan*
19 *v. CBS Corp.*, 385 F.3d 772, 776 (7th Cir. 2004); *Sally Beauty Co. v. Beautyco, Inc.*, 304
20 F.3d 964, 972 (10th Cir. 2002); *Int'l Assoc. of Machinists & Aerospace Workers v. Winship*
21 *Green Nursing Ctr.*, 103 F.3d 196, 201 (1st Cir. 1996); *Wynn Oil Co. v. Thomas*, 839 F.2d
22 1183, 1186 (6th Cir. 1988); *Ambrit, Inc. v. Kraft, Inc.*, 812 F.2d 1531, 1538 (11th Cir.
23 1986), *cert. denied*, 481 U.S. 1041 (1987). *Polaroid Corp. v. Polarad Elecs. Corp.*, 287 F.2d
24 492, 495 (2d Cir. 1961), *cert. denied*, 368 U.S. 820 (1961).

25 In the case Louis Vuitton Malletier sued Burlington Coat Factory claiming trademark
26 infringement by Burlington of its Louis Vuitton Monogram Multicolor Design. The Second
27 Circuit explicitly held that "courts must analyze the mark's overall impression on a
28 consumer, considering the context in which the marks are displayed and ("[The issue is

1 whether, on balance, the factors establish a likelihood of confusion."); see *Star Indus., Inc.*
2 *v. Bacardi & Co.*, 412 F.3d 373, 390-91 (2d Cir. 2005) (balancing the *Polaroid* factors),
3 *cert. denied*, 547 U.S. 1019 (2006); *Malletier v. Burlington Coat Factory Warehouse*
4 *Corp.*, 426 F.3d 532, 537 (2d Cir. 2005). see *Nabisco, Inc. v. Warner-Lambert Co.*, 220
5 F.3d 43, 46 (2d Cir. 2000).

6 All federal circuit courts of appeal appear to use a sequential, marketplace comparison to
7 determine a similarity of marks in a likelihood of confusion determination. See, e.g., *Davis*,
8 430 F.3d at 904 (noting that while marks were identical, they were used in very different
9 manners and in very different markets); *Scott Fetzer*, 381 F.3d at 485 ("[W]e must 'consider
10 the marks in the context that a customer perceives them in the marketplace, which includes
11 their presentation in advertisements.'"); *Dippin' Dots, Inc. v. Frosty Bites Distrib., LLC*, 369
12 F.3d 1197, 1208 (11th Cir. 2004) (quoting *AmBrit*, 812 F.2d at 1541) ("[A] court may not
13 view [a mark] in a vacuum. Rather, a court must consider how the [mark] would function in
14 the actual market place."), *cert. denied*, 543 U.S. 1054 (2005); *Winship Green*, 103 F.3d at
15 20 (stating that "any meaningful inquiry into the likelihood of confusion necessarily must
16 replicate the circumstances in which the ordinary consumer actually confronts ... the
17 conflicting mark"). *Lang v. Ret. Living Publ'g Co.*, 949 F.2d 576, 581 (2d Cir. 1991). "In
18 making this determination, a court should look at the general impression created by the
19 marks, taking into account all factors that potential purchasers will likely perceive and
20 remember." *Id.*; see also *Gruner + Jahr USA Publ'g v. Meredith Corp.*, 991 F.2d 1072,
21 1078 (2d Cir. 1993). "In assessing similarity, courts look to the overall impression created by
22 the logos and the context in which they are found and consider the totality of factors that
23 could cause confusion among prospective purchasers." *Id. Nabisco*, 220 F.3d at 47 (quoting
24 *Streetwise Maps, Inc. v. Vandam, Inc.*, 159 F.3d 739, 744 (2d Cir. 1998)); *Brennan's, Inc.*
25 *v. Brennan's Rest. LLC*, 360 F.3d 125, 133 (2d Cir. 2004).

26 Circuit Judge Cardamone wrote for the United States Court of Appeals for the Second
27 Circuit" in *Louis Vuitton Malletier v. Dooney & Bourke, Inc.*, establishing four separate
28 holdings that addressed (1) the proper burden for a preliminary injunction; (2) the type of

1 trademark entitled to protection; (3) the proper test for determining the likelihood of
2 confusion; and (4) the burden that must be met for a trademark dilution claim." The Second
3 Circuit agreed with the district court that Vuitton's Multicolore mark deserved protection, but
4 vacated the district court's decision to utilize a side-by-side comparison to determine
5 similarity of the marks. The Second Circuit also vacated the district court's decision
6 concerning the proper burden for a preliminary injunction, but agreed with the district court
7 that Vuitton failed to prove trademark dilution. *Burlington Coat Factory*, 426 F.3d at 537
8 (quoting *Gruner + Jahr USA Publ'g v. Meredith Corp.*, 991 F.2d 1072, 1078 (2d Cir.
9 1993)); *Louis Vuitton Malletier v. Dooney & Bourke, Inc.*, 454 F.3d 108, 111 (2d Cir.
10 2006).

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

23 24 25 26 27 28 **III. CONCLUSION**

Univision has no standing whatsoever to have filed its complaint. The complaint by
Univision is vexatious, designed to churn legal fees from Univision, was filed in bad faith
and with malice and it represents tortious interference with the business of UNIMUNDO.

1 Univision having been given a second chance to expand on their claims still failed to do
2 so by filing another empty and baseless motion where it still failed to offer any evidence of
3 actual dilution of the name Univision by UNIMUNDO.

4 Univision has fallen short of even coming close to making any factual argument for
5 dilution or even any comparison. All Univision is seeking is a vexatious and protracted
6 litigation in hopes that UNIMUNDO will fold and go away.

7 Here, a *Burlington Coat Factory*, approach that a side-by-side comparison can help to
8 establish the degree of similarity between the two marks may be a useful tool in this case of
9 UNIMUNDO and Univision to determine the similarities and differences between two
10 trademarks, just as long as the focus continues to remain on "*likelihood of confusion*" in the
11 marketplace.

12 The USPTO Trademark Trial and Appeal Board should also refuse to Expand
13 Trademark Protection in the Internet Broadcasting Industry to Univision by Overly Focusing
14 on Legally Established Comparison for a Likelihood of Confusion Factor. The Second
15 Circuit and most other circuits already have held that a sequential, marketplace comparison
16 is the proper standard for evaluating the similarity of marks for likelihood of confusion.

17 Wherefore, UNIMUNDO moves the USPTO Trademark Trial and Appeal Board to
18 dismiss Univision's complaint with prejudice for failure to state a claim.

19 Alternatively, the USPTO Trademark Trial and Appeal Board should issue an order of
20 cease and desist to direct Univision to strike the name "Telemundo" and to refrain from
21 making any further references, allegations or using the name "Telemundo" in this litigation.

22 Executed on July 20, 2011

23 Respectfully submitted,

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26
27 UNIMUNDO CORPORATION
28 By and through MARCUS FONTAIN
President and CEO, in pro se
marcus@unimundotv.com

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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, and by also sending courtesy copy to Petitioner via e-mail to ehourizadeh@mwe.com of this UNIMUNDO'S FURTHER OPPOSITION TO UNIVISION'S OPPOSITION TO UNIMUNDO'S MOTION TO DISMISS; MOTION FOR AN ORDER DIRECTING UNIVISION TO STRIKE AND TO CEASE AND DESIST THE USE OF OR ANY REFERENCE TO THE NAME "TELEMUNDO" AT ANY STAGE OF THE PROCEEDINGS; AND RENEWED MOTION TO DISMISS UNIVISION'S COMPLAINT WITH PREJUDICE, addressed to:

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Executed on this July 20, 2011



Marcus Fontain