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

Proceeding	92054050
Party	Defendant Unimundo Corp
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Submission	Motion to Dismiss - Rule 12(b)
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5 Registrant UNIMUNDO CORPORATION by and through
6 MARCUS FONTAIN, J.D., President and CEO, in pro se

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

9 UNIMUNDO CORPORATION,)
10 a Florida Corporation,)
11)
12 vs. Registrant,)
13 UNIVISION COMMUNICATIONS, INC.,)
14 a California Corporation,)
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Cancellations No. 92054050
Registration No. 3889485
[AMENDED] TRAVERSE TO UNIVISION'S
OPPOSITION TO UNIMUNDO'S MOTION TO
DISMISS UNIVISIONS's FIRST AMENDED PETITION
TO CANCEL; SECOND SUPPLEMENTAL
MEMORANDUM OF LAW IN FURTHER SUPPORT OF
MOTION TO DISMISS UNIVISION'S FIRST
MAMENDED PETITION TO CANCEL; AND
RENEWED MOTION TO DISMISS UNIVISION'S
PETITION TO CANCEL PURSUANT TO RULE 60(b)
FED.R.CIV.PRO; FED.R.CIV. PRO. 12(b), (e), or (f);
AND FED.R.CIV.PRO. 15.

COMES NOW Registrant UNIMUNDO CORPORATION by and through MARCUS FONTAIN, J.D., President
and CEO, in pro se and files this **[AMENDED]** TRAVERSE TO UNIVISION'S OPPOSITION TO UNIMUNDO's
MOTION TO DISMISS UNIVISIONS's FIRST AMENDED PETITION TO CANCEL; SECOND SUPPLEMENTAL
MEMORANDUM OF LAW IN FURTHER SUPPORT OF MOTION TO DISMISS UNIVISION'S FIRST MAMENDED
PETITION TO CANCEL; AND RENEWED MOTION TO DISMISS UNIVISION'S PETITION TO CANCEL PURSUANT TO
RULE 60(b) FED.R.CIV.PRO; FED.R.CIV. PRO. 12(b), (e), or (f); AND FED.R.CIV.PRO. 15.

I. INTRODUCTION

UNIMUNDO is entitled to file a Motion to Dismiss, Supplements and Amendments to the original Motion
under the Fed.R.Civ.Proc. Rule 15: Amended and Supplemental Pleadings (a) Amendments before Trial. (1)
Amending as a Matter of Course. A party may amend its pleading once as a matter of course within: (A) 21 days
after serving it, or (B) if the pleading is one to which a responsive pleading is required, 21 days after service

1
2 of a responsive pleading or 21 days after service of a motion under Rule 12(b), (e), or (f), whichever is earlier.

3 UNIMUNDO, moved to Dismiss Univision's First Amended Petition to Cancel for failure to state a claim
4 upon which relief can be granted. Univision's fraud charges do not meet the pleading requirements of the Federal
5 Rules. Rule 8 requires the Complaint to contain "a short and plain statement of the claim showing that the
6 pleader is entitled to relief." Fed.R.Civ.P. 8(a)(2). Under **Ashcroft v. Iqbal**, 129 S. Ct. 1937 (2009); and **Bell**
7 **Atlantic Corp. v. Twombly**, 550 U.S. 544 (2007); Univision must plead sufficient facts to show that it has a
8 plausible claim for relief particularly under the fraud charges. Univision is not entitled to continue to waste the
9 Board and Unimundo's resources with scattershot Complaints that fail to give any indication as to what fraud and
10 to continue to conceal the evidence of the ostensible fraud or the evidence of the alleged **infringing** and the
11 factual basis for the charges. How many more chances to produce evidence does Univision need?

12 Then Univision's Opposition alleges; *inter alia* that UNIMUNDO's "*Supplemental Memorandum of Law in*
13 *Support of Motion to Dismiss Petitioner's First Amended Petition*" was untimely and "*fails to state any*
14 *supplemental arguments.*" Obviously the "Supplemental Memorandum of Law" should not be dismissed or
15 stricken because UNIMUNDO's Motion and the subsequent Memorandum of Law are neither untimely nor legally
16 barred. There was also no need to restate issues because they were already raised in the original papers.

17 Counsel for Univision also makes the patently false contention that "*the Board issued an order ("Order")*
18 *denying, Unimundo's initial motion to dismiss.*" A plain reading of the Order of March 16, 2012, indicates that
19 Unimundo's Motion to Dismiss was not even taken into account and as such not addressed because it contained
20 in excess of ten (10) pages. Additionally, Univision did not engage a single issue or a single claim raised by
21 UNIMUNDO in its Motion to Dismiss and/or the Supplemental Memorandum of Law asking for the dismissal
22 Univision's First Amended Petition with prejudice. The Board should stop Univision's fishing expedition.

23 Univision also cannot have it both ways. The order March 16, 2012, by the Board in fact dismissed the
24 "fraud" allegations against UNIMUNDO. The order did not give a license or directed Univision to go ahead and file
25 the "*First Amended Petition.*" The decision to amend was a deliberate and malicious choice by Univision in an
26 attempt to keep the "fraud" allegations alive; despite the allegation being a sham perpetrated on UNIMUNDO and
27 despite Univision not having any evidence to prove the ostensible fraud claim, to begin with. Univision cannot
28 now unring the bell! Therefore, UNIMUNDO is entitled to refute all of the charges raised anew by Univision and to

1 reply to those charges by Univision in kind, particularly to the preposterous fraud charges that Univision has still
2 not even able to produce any evidence of the alleged fraud.

3 This is not a mock proceeding! Where is the smoking gun?

4 Univision's Complaint is so devoid of any facts to support its fraud and infringement contentions where it
5 is impossible for UNIMUNDO to reasonably prepare a defense. At the very minimum, Univision must identify with
6 particularity the fraud as well as accusations of infringement and the factual basis for any claim that such names,
7 products and services allegedly infringe the mark-in-suit. Since Univision has failed to do so, its Complaint should
8 be dismissed. Fed.Rule.Civ.Pro. Rule 12. **Dawson v. Wilheit**, 735 P.2d 93 (1987), illustrates the dismissal of a
9 suit for failure to state a claim. Under **Ashcroft v. Iqbal**, 556 U.S. 662, 129 S.Ct. 1937, 1949 (2009) and **Bell**
10 **Atlantic Corp. v. Twombly**, 550 U.S. 544, 570 (2007), Univision's pleading is [only] sufficient if it alleges
11 plausible facts as would, if proved, establish that plaintiff is entitled to the relief sought, that is, that: 1) plaintiff
12 has standing to maintain the proceeding, and 2) a valid ground exists for denying or cancelling the registration.
13 See also **Young v. AGB Corp.**, 152 F.3d 1377, 47 USPQ2d 1752, 1755 (Fed. Cir. 1998).

14 **A. UNIMUNDO and Univision are Clearly in Very Dissimilar Businesses**

15 Univision:

16 *"Petitioner is the leading Spanish-language media company in the United States with a diverse business*
17 *portfolio that includes television, radio, film, internet, mobile media, wireless and merchandising.*
Petitioner has been delivering news and entertainment to Spanish speaking audiences throughout the
United States since at least as early as the late 1970s." See www.univision.com.

18 UNIMUNDO:

19 *"Is a free Video Sharing, Channels, Internet Broadcasting; Web Television Internet Streaming Media*
20 *for imaginative and creative individuals who love sharing the videos they produce."* *Unimundo is a*
community of respectful people who enjoy sharing, collaborating on, and watching videos made
by people just like you." See www.unimundotv.com.

21 **B. The "Fraud" Charges are a Sham, a Ploy and Scheme to Defraud UNIMUNDO**

22 Univision engages in more of the same global allegations of fraud and the claims asserted do not provide
23 a clue to UNIMUNDO of the factual basis for a fraud charge or even any sort of valid infringement charge on the
24 part of UNIMUNDO. These contentions by Univision are insufficient because they are not supported by any sort
25 of evidence and mere allegations of fraud by Univision are not enough to sustain a claim for fraud.

26 UNIMUNDO in the application on March 31, 2010, **did submit** sufficient evidence that the name had
27 been in "Use" in commerce on March 28, 2010, two days prior to filing and that UNIMUNDO also had a bona fide
28 use and intent of use of the mark in the ordinary course of trade on the date of filing on March 31, 2010.

1 Univision is armed with this evidence consisting of the specimens filed by UNIMUNDO but has [never] refuted
2 those specimens. Despite not challenging the specimens; Univision disgracefully repeatedly cries fraud.

3 **C. Allegations of Dilution, Blurring and Tarnishment are Untrue and Malicious**

4 Univision keeps regurgitating the issues of Dilution, Blurring and Tarnishment but also keeps falling short
5 of stating any valid claim or making an offer of proof by which relief can be granted.

6 U.S. Trademark law recognizes a total of four bases upon which an application to register a mark can be
7 filed with the USPTO: 1) Actual use of the mark in commerce on the goods or services identified in the
8 application; 2) A bona fide intent to use the mark in commerce on the goods or services identified in the
9 application; 3) Ownership of a foreign registration in a Paris Convention country covering the same goods and
10 services; and 4) Ownership of and an extension of protection from a foreign registration under the Madrid
11 Protocol covering the identical goods and services.

12 **II. SECOND MEMORANDUM OF LAW**

13 **A. Univision's Fist Amended Complaint Should be Dismissed in Toto:** Univision's complaint was
14 clearly filed in bad faith and with intent to vex, coerce and intimidate UNIMUNDO but most of all to cause
15 UNIMUNDO financial harm, pain and shame for no valid reason. Particularly, the fraud allegations are wholly
16 preposterous and Univision has yet to make any effort to prove that UNIMUNDO as of March 28, 2010, did not
17 have use of the name in commerce and/or on the date of the application March 31, 2010, or that UNIMUNDO did
18 not have a *bona fide* intent to use the name to apply for registration. ***Ashcroft v. Iqbal***, 556 U.S. 662, 129 S.Ct.
19 1937, 1949 (2009); ***Bell Atlantic Corp. v. Twombly***, 550 U.S. 544, 570 (2007); and ***Young v. AGB Corp.***,
20 152 F.3d 1377, 47 USPQ2d 1752, 1755 (Fed. Cir. 1998).

21 Univision's entire complaint warrants dismissal for Univision's legal failure to state a claim upon which
22 relief can be granted because Univision, so far has repeatedly demonstrated that Univision cannot prove any set
23 of facts that would entitle Univision to relief, particularly on fraud charges. ***Hishon v. King & Spalding***, 467
24 U.S. 69, 73, 104 S.Ct. 2229, 2223 (1984); ***Doe v. Hillsboro ISD***. 81 F.3d 1395, 1401-02 (5th Cir. 1996).

25 In ***G&W Laboratories, Inc. v. GW Pharma Ltd.***, 89 U.S.P.Q.2d 1571 (TTAB 2009), the TTAB
26 recognized the need for a class-by-class fraud evaluation in the event of multiclass applications or registrations.
27 Recognizing this fact, the TTAB concluded that "the filer of such an application is in the same position it would be
28 had it filed several single-class applications instead." Thus, the TTAB resolved that cancellation for fraud of one

1 class should not require the cancellation of all classes in a registration. **Tri-Start Mktg., LLC v. Nino Franco**
2 **Spumanti S.R.L.**, 2007 TTAB LEXIS 81 (TTAB Aug. 28, 2007) (declining to cancel a registration covering wines
3 and sparkling wines when the mark was used only for sparkling wines, finding that the specific product was
4 encompassed within the broad term "wines" and thus its use was appropriate. TTAB noted, had the registrant
5 used the mark only for still wines and not sparkling wines, cancellation for fraud would have been justified).

6 The UNIMUNDO mark is not a use or a misappropriation of Univision's rights or usurpation, infringement
7 or seizure of any of Univision's Registered Marks or properties. The mere allegation by Univision is absurd and
8 outrageous and does not hold water. See **Louis Vuitton Malletier, Plaintiff-appellant, v. Dooney &**
9 **Bourke, Inc.**, Defendant-appellee docket No. 04-4941-cv, **United States Court of Appeals, Second Circuit**,
10 454 F.3d 108. There is also no infringement of Univision's name on the part of UNIMUNDO under both § 32 of
11 the Trademark Act of 1946 (Lanham Act), 15 U.S.C. § 1114, and § 43(a) of that Act, 15 U.S.C. § 1125(a). **Virgin**
12 **Enters. Ltd. v. Nawab**, 335 F.3d 141, 146 (2d Cir.2003); **EMI Catalogue P'ship v. Hill, Holliday, Connors,**
13 **Cosmopulos Inc.**, 228 F.3d 56, 61 (2d Cir.2000); **Wal-Mart Stores, Inc. v. Samara Bros., Inc.**, 529 U.S.
14 205, 209, 120 S.Ct. 1339, 146 L.Ed.2d 182 (2000); **Gruner + Jahr USA Publ'g v. Meredith Corp.**, 991 F.2d
15 1072 (2d Cir.1993); **Playtex Prods. v. Georgia-Pacific Corp.**, 390 F.3d 158, 161 (2d Cir.2004).

16 The test for trademark infringement, courts apply is the non-exclusive multi-factor test in **Polaroid Corp.**
17 **v. Polarad Electronics Corp.**, 287 F.2d 492, 495 (2d Cir.1961), and consider: (1) the strength of the mark,
18 (2) the similarity of the two marks, (3) the proximity of the products, (4) actual confusion, (5) the likelihood of
19 plaintiff's bridging the gap, (6) defendant's good faith in adopting its mark, (7) the quality of defendant's
20 products, and (8) the sophistication of the consumers. **Brennan's Inc. v. Brennan's Rest.**, 360 F.3d 125, 130
21 (2d Cir.2004). "A district court's findings with regard to each individual factor are subject to the clearly erroneous
22 standard of review, but the ultimate issue of the likelihood of confusion is reviewed de novo." **Streetwise Maps,**
23 **Inc. v. VanDam, Inc.**, 159 F.3d 739, 743 (2d Cir.1998).

24 There is also not even a remote possibility of the dilution of the Univision name by UNIMUNDO under
25 Trademark Dilution Act, 15 U.S.C. § 1125(c), Federal Trademark Dilution Act of 1995, Pub.L. 104-98, 109 Stat.
26 985, which amended § 43 of the Lanham Act, 15 U.S.C. § 1125, by adding a new § 43(c) to provide a cause of
27 action for dilution of "famous" marks. That new section is codified at 15 U.S.C. § 1125(c). To establish a violation
28 of the Act, a plaintiff must show that: "(1) its mark is famous; (2) the defendant is making commercial use of the

1 mark in commerce; (3) the defendant's use began after the mark became famous; and (4) the defendant's use of
2 the mark dilutes the quality of the mark by diminishing the capacity of the mark to identify and distinguish goods
3 and services." *Savin Corp. v. Savin Group*, 391 F.3d 439, 448-49 (2d Cir.2004). The Trademark Dilution Act
4 also amended § 45 of the Lanham Act, 15 U.S.C. § 1127; *Moseley v. V. Secret Catalogue, Inc.*, 537 U.S. 418,
5 422-24, 123 S.Ct. 1115, 155 L.Ed.2d 1 (2003), Id. at 434, 123 S.Ct. 1115.

6 To analyze likelihood of dilution courts employ a multi-factor test; *Burlington Coat Factory*, 426 F.3d at 539 n.
7 5. "One of the factors to be considered for determining likelihood of dilution is also a factor in likelihood of
8 confusion analysis for trademark claims under the Lanham Act; namely, courts must assess the "similarity of the
9 marks" in a similar fashion as they do under the Lanham Act. Id. Because we are remanding for the district court
10 to reconsider the similarity of the marks under the Lanham Act, we believe it would be useful and proper to
11 remand on the state law dilution claims as well." *Burlington Coat Factory*, 426 F.3d at 537. "To apply this
12 factor, courts must 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 purchasers.'"
14 quoting *Gruner + Jahr USA*, 991 F.2d at 1078. *Prudential Insurance Co. of America v. Stella*, 994 F.
15 Supp. 318, 322 (E.D. Pa. 1998).

16 **B. Univision failed to object to the issuance of the Mark:** On August 24, 2010, the USPTO issued
17 its NOTICE OF PUBLICATION UNDER 12(a) for UNIMUNDO, Serial Number: 85-003,668, to be Published on
18 September 28, 2010, noting that the proposed mark "appears to be entitled to registration," that it would be
19 published in the Official Gazette and that if no opposition was filed within the time specified by Section 13(a) of
20 the statute, a certificate of registration would issue. Univision deliberately **did not** object! The UNIMUNDO mark
21 has now been registered, UNIMUNDO's registration is irrefutably *prima facie* evidence of the validity of the mark
22 in commerce, its ownership, and of its exclusive right to use it in commerce on or in connection with the goods or
23 services specified in the registration.

24 **C. The Logos representing UNIMUNDO and Univision are also a world apart:** It is important to
25 note here that the UNIMUNDO "U" logo is not at issue here because the logo is not registered in the United
26 States, Univision lacks standing here to raise the issue and therefore is not within the jurisdiction of the USPTO.
27 However, for illustration purposes The UNIMUNDO logo is a design which consists of solid blue colors, dark and
28 light and with a solid white streak tail-like design inside: . See also www.unimundotv.com.

1 Univision's logo **is not** an "U." The legal logo for Univision is the "Tulip" where the top left
2 quarter is **purple** with a twist to the left, a **green** square on the top right, a **red** pie on the lower left hand
3 corner and a light **blue** pie on the lower right hand corner, none which in combination identify a letter "U."
4 Univision logo is cut horizontally and vertically dividing it into four (4) color pie: **purple, green, red and blue:**
5  . See also www.univision.com and www.wikipedia.org/wiki/Univision.com . Therefore, both logos are
6 completely dissimilar by way of shape, design, color and meaning.

7 The UNIMUNDO logo is also entitled to protection under section 43 of The Lanham Act enacted to make
8 "actionable the deceptive and misleading use of marks" and to "protect against unfair competition." *Two Pesos,*
9 *Inc. v. Taco Cabana, Inc.*, 505 U.S. 763, 767-768, 112 S. Ct. 2753, 2757, quoting § 45, 15 U.S.C. §1127.
10 "Section 43(a) protects qualifying unregistered trademarks and the general principles qualifying a mark for
11 registration under §2 of the Lanham Act are for the most part applicable in determining whether an unregistered
12 mark is entitled to protection under §43(a)." *Inwood Laboratories, Inc. v. Ives* Section 32, 15 U.S.C. §1114.

13 **D. The Marks UNIMUNDO and Univision are also very dissimilar names:** Univision claims that
14 the two names can be confusing because they both contain the word "Uni." Factually, "Uni" is a generic name
15 for the word "**one**" or "**uno**" which in Latin means a *Single one, Unicycle*; "Uni" is also a shortened word for a
16 multitude of other names beginning with Uni, which confirms to be a generic and weak name. The word
17 "Univision" is in fact also very generic under any set of circumstances and in particular in the context of
18 Univision's goods and services. Therefore, Univision cannot claim ownership of the word "Uni."

19 The word "**Vision**" is also broadly generic; it means the faculty of sight; eyesight: *poor vision* and even
20 as applied in trademarks, as it has been used by *Pearle Vision; Plaza Vision Center; Uptown Vision; Visual*
21 *Perception; vision* also refer to *Visual* perception and a never ending list of words with the name **Vision**.

22 Learned counsel for Univision has had the audacity to inartfully claim that UNIMUNDO combined the
23 words "Univision" and "Telemundo" and put them together to create the mark UNIMUNDO to confuse the public
24 by creating "Blurring and Tarnishment." If we were to adopt the same absurd analogy, the same can be said of
25 "UniVision" itself or "TeleMundo" or "MicroSoft" or "SunMicro." Well...you get the idea! This amazingly moronic
26 allegation cannot possibly have come from a learned attorney. Additionally it is dirty play, low ceiling and a low
27 blow to free enterprise to make such absurd claim as well as a direct insult to creativity.

1 **E. UNIMUNDO is factually a Hispanic word and not some concocted name:** The word "Mundo"
2 is a Spanish word meaning "world" or *everyone, everybody, Mundo* (river), river in south-eastern Spain and the
3 word "Uni" in Spanish means "One." It is not possible to read it as anything other than to mean **ONE WORLD**
4 and that was the clear intent and expected connotation in creating the name UNIMUNDO in the first place.

5 **F. There is no similarity whatsoever between businesses of Univision and UNIMUNDO:**
6 Univision is a full fledged Television Station broadcasting solely via Television units who happens to have a
7 website under the domain name www.univision.com. UNIMUNDO is ONLY a WebTV, streaming media
8 broadcasting Member uploaded videos over the internet under domain name www.unimundotv.com .

9 **G. There is also no similarity whatsoever any product or service from Univision and**
10 **UNIMUNDO:** Univision cannot possibly, with a straight face claim that there is a problem with the identity of
11 retail outlets, or purchasers, or consumers, or subscribers or members; other than the fact that UNIMUNDO and
12 Univision mutually seek the Spanish speaking consumers as a target market audience. Neither Univision nor
13 UNIMUNDO own those Spanish speaking consumers!

14 **H. UNIMUNDO is also not trying to pass-off its product or services for those of Univision:**
15 There cannot possibly be any confusion by any ordinary consumer, Spanish, English or from any other nationality
16 or any user, member or visitor to UNIMUNDO's website that would be so ignorant and so very confused as to be
17 misled into believing that they landed in the world of UNIMUNDO looking for Univision or vice versa. Impossible!

18 **I. Univision also failed miserably in telling which Sections of the Lanham Act or the**
19 **Copyright Act UNIMUNDO has allegedly violated:** The Lanham Act was enacted to make "actionable the
20 deceptive and misleading use of marks" and to "protect against unfair competition." *Two Pesos, Inc. v. Taco*
21 *Cabana, Inc.*, 505 U.S. 763, 767-768, 112 S. Ct. 2753, 2757, 120 L. Ed. 2d 615 (1992), quoting §45, 15 U.S.C.
22 §1127. "Section 43(a) 'prohibits a broader range of practices than does §32,' which applies to registered marks,
23 but it is common ground that §43(a) protects qualifying unregistered trademarks and that the general principles
24 qualifying a mark for registration under §2 of the Lanham Act are for the most part applicable in determining
25 whether an unregistered mark is entitled to protection under §43(a)." *Inwood Laboratories, Inc. v.*
26 *Ives Laboratories, Inc.*, 456 U.S. 844, 858, 102 S. Ct. 2182, 2190- 2191, 72 L. Ed. 2d 606 (1982).

27 "The Lanham Act defines trademark infringement as use of a mark so similar to that of a prior user as to
28 be likely to cause confusion, or to cause mistake, or to deceive.'" *Kos Pharmaceuticals*, 369 F.3d at 711.

1 **Blumenfeld Development Corp. v. Carnival Cruise Lines**, Inc., 669 F.Supp. 1297, 1317 (E.D. Pa. 1987). A
2 cause of action for trademark infringement under the Lanham Act, 15 U.S.C. §§1114(1) and 1125(a), requires
3 that a plaintiff prove: (1) the mark is valid and legally protectable; (2) it owns the mark; and (3) the defendant's
4 use of the mark is likely to create confusion concerning the origin of goods or services. **Urban Outfitters, Inc.**
5 **v. BCBG Max Azria Group, Inc.**, 2009 U.S. App. LEXIS 6586 (March 30, 2009); **E.T. Browne, supra.**; **A & H**
6 **Sportswear, Inc. v. Victoria's Secret Stores, Inc.**, 166 F.3d 197, 202 (3d Cir. 1999).

7 **J. UNIMUNDO creates neither "Direct Confusion" nor "Reverse Confusion" with Univision:**

8 There are two types of "likelihood of confusion" claims - "*direct confusion*" claims and "*reverse confusion*" claims.
9 A direct confusion claim is that a junior user of a mark attempts to free-ride on the reputation and goodwill of the
10 senior user by adopting a similar or identical mark. Reverse confusion occurs when a larger, more powerful
11 company uses the trademark of a small, less powerful senior owner and thereby causes likely confusion as to the
12 source of the senior user's goods or services. **Citizens Financial Group v. Citizens National Bank**, 383 F. 3d
13 110, 119 (3d Cir. 2004). Thus, the "junior" user is junior in time but senior in market dominance or size.

14 **Freedom Card**, 432 F. 3d at 471. *citing Interpace Corp. v. Lapp, Inc.*, 721 F.2d 460 (3d Cir. 1983). See
15 also **Basketball Marketing Co. v. FX Digital Media, Inc.**, Nos. 06-2216, 06-3274, 2007 U.S. App. LEXIS
16 28605, 257 Fed. Appx. 492, 494 (3d Cir. 2007).

17 **III. CONCLUSION**

18 Univision's Opposition to UNIMUNDO's Motion should be summarily dismissed with prejudice.

19 Univision's First Amended Petition to Cancel the UNIMUNDO mark should also be summarily dismissed
20 with prejudice.

21 Alternatively, the Board should dismiss the **fraud** charges in the First Amended Petition to Cancel with
22 prejudice.

23 Executed on Thursday, May 17, 2012

24 Respectfully submitted,



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1 **PROOF OF SERVICE**

2 I MARCUS FONTAIN, on this date have caused to be served via U.S. mail postage prepaid a copy of this
3 COMES NOW Registrant UNIMUNDO CORPORATION by and through MARCUS FONTAIN, J.D., President and CEO,
4 in pro se and files this **[AMENDED]** TRAVERSE TO UNIVISION'S OPPOSITION TO UNIMUNDO's MOTION TO
5 DISMISS UNIVISIONS's FIRST AMENDED PETITION TO CANCEL; SECOND SUPPLEMENTAL MEMORANDUM OF
6 LAW IN FURTHER SUPPORT OF MOTION TO DISMISS UNIVISION'S FIRST MAMENDED PETITION TO CANCEL;
7 AND RENEWED MOTION TO DISMISS UNIVISION'S PETITION TO CANCEL PURSUANT TO RULE 60(b)
8 FED.R.CIV.PRO; FED.R.CIV. PRO. 12(b), (e), or (f); AND FED.R.CIV.PRO. 15., addressed to:

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18 Trademark Trial and Appeal Board
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21 Executed on Thursday, May 17, 2012

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