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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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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,) **Cancellations No. 92054050**
10 a Florida Corporation,) **Registration No. 388948**
11)
12 vs. Registrant,) **[OMNIBUS]** REPLY TO UNIVISION'S "RESPONSE
13 UNIVISION COMMUNICATIONS, INC.,) TO UNIMUNDO'S TRAVERSE AND AMENDED
14 a California Corporation,) TRAVERSE OPPOSITION" AND RENEWED MOTION
15) TO DISMISS UNIVISION'S PETITION TO CANCEL
16) PURSUANT TO RULE 60(b) FED.R.CIV.PRO;
17) FED.R.CIV. PRO. 12(b), (e), or (f); AND
18) FED.R.CIV.PRO. 15.
19)
20)

21 COMES NOW Registrant UNIMUNDO CORPORATION by and through MARCUS FONTAIN, J.D., President
22 and CEO, in pro se and files this **[OMNIBUS]** REPLY TO UNIVISION'S "*RESPONSE TO UNIMUNDO'S TRAVERSE*
23 *AND AMENDED TRAVERSE OPPOSITION*" AND RENEWED MOTION TO DISMISS UNIVISION'S PETITION TO
24 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.

25 **I. INTRODUCTION**

26 **1. Learned counsel for Univision in filing its new "Response" is wrong on all counts**

27 This case hinges for the most part on the dilution of the name Univision and the false allegations that
28 UNIMUNDO committed fraud in the application for the Mark. The ostensible evidence of fraud by UNIMUNDO in
the application for the Mark simply does not exist; yet Univision continues to charge against UNIMUNDO
maliciously and vindictively. Where is the smoking gun? The argument that the name UNIMUNDO tarnishes the
good name of Univision is laughable as such Univision's complaint should be dismissed.

2. All Motions filed by UNIMUNDO were timely, proper and allowed by law

It is important to note here that UNIMUNDO **was never served** with Univision's "First Amended

1 Petition." Marcus Fontain, President of UNIMUNDO by happenstance on April 12, 2012, discovered in the USPTO
2 TTABVUE webpage that Univision had in fact filed a First Amended Petition on March 26, 2012, therefore the
3 allegations of untimeliness here is the direct result of the premeditated effort by Univision's **to not serve** the
4 First Amended Petition upon UNIMUNDO to later claim foul play as it now claiming. Additionally, UNIMUNDO was
5 also **not served** electronically by the USPTO or via e-mail by learned counsel for Univision or anyone else.

6 UNIMUNDO timely and properly filed its Motions pursuant to Rule 60(b) Fed.R.Civ.Pro; Fed.R.Civ.Pro.
7 Rule 12(b) and Fed.R.Civ.Pro 15. UNIMUNDO since the inception of this case asserted that Univision's complaint
8 is "**fraud**" against UNIMUNDO. Therefore, UNIMUNDO is entitled to relief, to have Univision's complaint
9 dismissed under Rule 60(b) Fed.R.Civ.Pro; irrespective of and independent of TMB Sections 502.02(b), et seq.

10 Univision is clearly perpetrating a fraud upon UNIMUNDO and Fraud, whether intrinsic or extrinsic,
11 misrepresentation, or other misconduct of an adverse party are express grounds for relief by motion under
12 amended subdivision (b) of Rule 12, **Fiske v. Buder** (C.C.A.8th, 1942) 125 F.2d 841; see also **Bucy v. Nevada**
13 **Construction Co.** (C.C.A.9th, 1942) 125 F.2d, 213.

14 Furthermore, UNIMUNDO **did file** a timely Motion to Dismiss Univision's First Amended Petition under
15 Rule 12(b) on April 13, 2012; therefore any amendments to the Rule 12(b) Motion are permissible under
16 Fed.R.Civ.Pro 15. Additionally, Rule 12(b)(6), allows a motion to dismiss for failure of the complaint to state a
17 claim on which relief can be granted for up to one year. The Second Circuit has made the sound suggestion that
18 whatever its label or original basis, the motion may be treated as a motion for summary judgment and disposed
19 of as such. **Samara v. United States** (C.C.A.2d, 1942) 129 F. 2d 594, cert. den. (1942) 317 U.S. 686; **Boro**
20 **Hall Corp. v. General Motors Corp.** (C.C.A.2d, 1942) 124 F. 2d 822, cert. den. (1943) 317 U.S. 695.

21 Fed.R.Civ.Pro 15 (a) Amendment before Trial - (1) *Amending as a Matter of Course*. A party may amend
22 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
23 responsive pleading is required, 21 days after service of a responsive pleading or 21 days after service of a
24 motion under Rule 12(b), (e), or (f), whichever is earlier. See **Bonner v. Elizabeth Arden, Inc.**, 177 F.2d 703
25 (2d Cir. 1949); **Bowles v. Senderowitz**, 65 F. Supp. 548 (E.D.Pa.), rev'd on other grounds, 158 F.2d 435 (3d
26 Cir. 1946), cert. denied, **Senderowitz v. Fleming**, 330 U.S. 848, 67 S.Ct. 1091, 91 L. Ed. 1292 (1947); cf.
27 **LaSalle Nat. Bank v. 222 East Chestnut St. Corp.**, 267 F.2d 247 (7th Cir.), cert. denied, 361 U.S. 836, 80
28

1 S.Ct. 88, 4 L.Ed.2d 77 (1959). See **Genuth v. National Biscuit Co.**, 81 F. Supp. 213 (S.D.N.Y. 1948), app.
2 dismiss., 177 F.2d 962 (2d Cir. 1949); 3 *Moore's Federal Practice* 15.01 [5] (Supp. 1960).

3 **3. Univision should not be allowed to maintain a fraud charge against UNIMUNDO**

4 Univision's fraud charges against UNIMUNDO 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 with
9 scattershot filings that fail to give any indication as to what fraud and to conceal the evidence of the ostensible
10 fraud or the evidence of the alleged **infringing** and the factual basis for the charges.

11 **4. UNIMUNDO clearly did not violate the Stay or suspension of proceedings Order**

12 The Order of May 15, 2012, suspending the proceedings here clearly allows for more filings by both
13 parties just as long as the pleadings relate to the same issues: "*Proceedings herein are suspended pending*
14 *disposition of the motion to dismiss the amended petition to cancel. Any paper filed during the pendency of this*
15 *motion which is not relevant thereto will be given no consideration. See Trademark Rule 2.127(d).*" Therefore,
16 the contention that UNIMUNDO is in violation of the Order is simply another falsity by Univision's counsel.

17 **5. UNIMUNDO's "Supplemental Memorandum of Law" should not be dismissed or stricken**

18 UNIMUNDO's Motions are neither untimely nor legally barred. Univision's prior Opposition alleges; *inter*
19 *alia* that UNIMUNDO's "*Supplemental Memorandum of Law in Support of Motion to Dismiss Petitioner's First*
20 *Amended Petition*" was untimely and "*fails to state any supplemental arguments.*" The "Supplemental
21 Memorandum of Law" should not be dismissed or stricken because UNIMUNDO's Motion in support is neither
22 untimely nor legally barred under Fed.R.Civ.Pro Rule 15.

23 The order March 16, 2012, by the Board dismissed the "fraud" allegations against UNIMUNDO. However, the
24 order did not direct Univision to file a "*First Amended Petition.*" The decision to amend was a choice by Univision
25 to keep the "fraud" allegations against UNIMUNDO alive.

26 **5. Univision's Complaint is devoid of facts to support a fraud and/or infringement charge**

27 Univision must identify with particularity the fraud as well as accusations of infringement and the factual
28 basis for any claim that the UNIMUNDO name, products and services infringe the mark Univision. **Dawson v.**

1 **Wilheit**, 735 P.2d 93 (1987), dismissal of a suit for failure to state a claim. Under **Ashcroft v. Iqbal**, 556 U.S.
2 662, 129 S.Ct. 1937, 1949 (2009) and **Bell Atlantic Corp. v. Twombly**, 550 U.S. 544, 570 (2007).

3 **6. UNIMUNDO and Univision are clearly in Very Dissimilar Businesses**

4 **Univision:**

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

7 **UNIMUNDO:**

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

12 **7. Univision's "Fraud" Charges are a Sham, a Ploy and Scheme to Defraud UNIMUNDO**

13 Univision does not provide a clue to UNIMUNDO of the factual basis for a fraud charge or even any valid
14 infringement evidence. These contentions by Univision are insufficient because they are not supported by any
15 evidence and the mere allegations of fraud by Univision are not enough to sustain a claim for fraud.

16 UNIMUNDO on March 31, 2010, **did submit** sufficient evidence that the Mark had been in "Use" in
17 commerce at least as of March 28, 2010, two days prior to filing and that UNIMUNDO had a bona fide use and
18 intent of use of the mark in the ordinary course of trade on the date of filing March 31, 2010, that evidence is
19 public and Univision has it in the form of the specimens filed but has [never] refuted those specimens.

20 **8. Allegations of Dilution, Blurring and Tarnishment are nothing but fodder**

21 Univision also alleges Dilution, Blurring and Tarnishment but does not come forward with proof by which
22 relief can be granted. U.S. Trademark law recognizes a total of four bases upon which an application to register a
23 mark can be filed with the USPTO: 1) Actual use of the mark in commerce on the goods or services identified in
24 the application; 2) A bona fide intent to use the mark in commerce on the goods or services identified in the
25 application; 3) Ownership of a foreign registration in a Paris Convention country covering the same goods and
26 services; and 4) Ownership of and an extension of protection from a foreign registration under the Madrid
27 Protocol covering the identical goods and services.

28 **9. Univision's complaint was filed with intent to vex, coerce and intimidate UNIMUNDO**

Univision has already caused UNIMUNDO an incalculable amount of money in losses of revenue and the
loss of potential investor's. At the end of the day Univision will be held accountable for the losses to UNIMUNDO.

1 Univision has also maliciously and vindictively caused UNIMUNDO pain and shame for no valid or legal reason.

2 Univision's allegations are wholly preposterous and to prove the point Univision has made no effort to
3 prove that UNIMUNDO as of March 28, 2010, did not have use of the name in commerce and/or on the date of
4 the application March 31, 2010, or that UNIMUNDO did not have a *bona fide* intent to use the name to apply for
5 registration. ***Ashcroft v. Iqbal***, 556 U.S. 662, 129 S.Ct. 1937, 1949 (2009); ***Bell Atlantic Corp. v. Twombly***,
6 550 U.S. 544, 570 (2007); and ***Young v. AGB Corp.***, 152 F.3d 1377, 47 USPQ2d 1752, 1755 (Fed. Cir. 1998).

7 **10. Univision's complaint warrants dismissal for deliberate and failure to state a claim**

8 Univision, has demonstrated that it cannot prove any set of facts that would entitle Univision to relief,
9 particularly on fraud charges. ***Hishon v. King & Spalding***, 467 U.S. 69, 73, 104 S.Ct. 2229, 2223 (1984); ***Doe***
10 ***v. Hillsboro ISD***. 81 F. 3d 1395, 1401-02 (5th Cir. 1996). In ***G&W Laboratories, Inc. v. GW Pharma Ltd.***,
11 89 U.S.P.Q.2d 1571 (TTAB 2009), the TTAB recognized the need for a class-by-class fraud evaluation in the event
12 of multiclass applications or registrations. Recognizing this fact, the TTAB concluded that "the filer of such an
13 application is in the same position it would be had it filed several single-class applications instead."

14 **11. The UNIMUNDO mark is not a use or a misappropriation of Univision's rights**

15 Univision complaint does not hold water. UNIMUNDO has not Diluted, Blurred and/or Tarnished the name
16 Univision. It is simply not even a remote possibility. See ***Louis Vuitton Malletier, Plaintiff-appellant, v.***
17 ***Dooney & Bourke, Inc.***, Defendant-appellee docket No. 04-4941-cv, ***United States Court of Appeals,***
18 ***Second Circuit***, 454 F.3d 108.

19 **12. There is no infringement of Univision's name by UNIMUNDO**

20 The test for trademark infringement, courts apply is the non-exclusive multi-factor test in ***Polaroid Corp.***
21 ***v. Polarad Electronics Corp.***, 287 F.2d 492, 495 (2d Cir.1961), and consider: (1) the strength of the mark, (2)
22 the similarity of the two marks, (3) the proximity of the products, (4) actual confusion, (5) the likelihood of
23 plaintiff's bridging the gap, (6) defendant's good faith in adopting its mark, (7) the quality of defendant's
24 products, and (8) the sophistication of the consumers. ***Brennan's Inc. v. Brennan's Rest.***, 360 F.3d 125, 130
25 (2d Cir.2004), ***Streetwise Maps, Inc. v. VanDam, Inc.***, 159 F.3d 739, 743 (2d Cir.1998). See also § 32 of the
26 Trademark Act of 1946 (Lanham Act), 15 U.S.C. § 1114, and § 43(a) of that Act, 15 U.S.C. § 1125(a). ***Virgin***
27 ***Enters. Ltd. v. Nawab***, 335 F.3d 141, 146 (2d Cir.2003); ***EMI Catalogue P'ship v. Hill, Holliday, Connors,***
28

1 ***Cosmopulos Inc.***, 228 F.3d 56, 61 (2d Cir.2000); ***Wal-Mart Stores, Inc. v. Samara Bros., Inc.***, 529 U.S.
2 205, 209, 120 S.Ct. 1339, 146 L.Ed.2d 182 (2000).

3 **13. There no possibility of the dilution of the Univision name by UNIMUNDO**

4 To analyze likelihood of dilution courts employ a multi-factor test; ***Burlington Coat Factory***, 426 F.3d at
5 539 n. 5. "One of the factors to be considered for determining likelihood of dilution is also a factor in likelihood of
6 confusion analysis for trademark claims under the Lanham Act; namely, courts must assess the "similarity of the
7 marks" in a similar fashion as they do under the Lanham Act. Id. ***Burlington Coat Factory***, 426 F.3d at 537.
8 "To apply this factor, courts must analyze the mark's overall impression on a consumer, considering the context
9 in which the marks are displayed and the `totality of factors that could cause confusion among prospective
10 purchasers.'" quoting ***Gruner + Jahr USA***, 991 F.2d at 1078. ***Prudential Insurance Co. of America v.***
11 ***Stella***, 994 F. Supp. 318, 322 (E.D. Pa. 1998).

12 Under Trademark Dilution Act, 15 U.S.C. § 1125(c), Federal Trademark Dilution Act of 1995, Pub.L. 104-98,
13 109 Stat. 985, which amended § 43 of the Lanham Act, 15 U.S.C. § 1125, by adding a new § 43(c) to provide a
14 cause of action for dilution of "famous" marks. That new section is codified at 15 U.S.C. § 1125(c). To establish a
15 violation of the Act, a plaintiff must show that: "(1) its mark is famous; (2) the defendant is making commercial
16 use of the mark in commerce; (3) the defendant's use began after the mark became famous; and (4) the
17 defendant's use of the mark dilutes the quality of the mark by diminishing the capacity of the mark to identify
18 and distinguish goods and services." ***Savin Corp. v. Savin Group***, 391 F.3d 439, 448-49 (2d Cir.2004). The
19 Trademark Dilution Act also amended § 45 of the Lanham Act, 15 U.S.C. § 1127; ***Moseley v. V. Secret***
20 ***Catalogue, Inc.***, 537 U.S. 418, 422-24, 123 S.Ct. 1115, 155 L.Ed.2d 1 (2003), Id. at 434, 123 S. Ct. 1115.

21 **14. Univision failed to object to the issuance of the UNIMUNDO Mark**

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

1 **15. The Logos representing UNIMUNDO and Univision are also a world apart**

2 The UNIMUNDO "U" logo is not at issue here because the logo is not registered in the United States,
3 Univision lacks standing here to raise the issue and therefore is not within the jurisdiction of the USPTO.
4 However, for illustration purposes The UNIMUNDO logo is a design which consists of solid blue colors, dark and
5 light and with a solid white streak tail-like design inside:  See www.unimundotv.com.

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

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

18 **16. The Marks UNIMUNDO and Univision are also very dissimilar names**

19 Univision claims that the two names can be confusing because they both contain the word "Uni."
20 Factually, "Uni" is a generic name for the word "one" or "uno" which in Latin means a *Single one*, "Uni" is also
21 a shortened word for a multitude of other names beginning with **Uni**, which confirms to be a generic and weak
22 name. The word "Univision" is in fact mega-generic under any set of circumstances. Therefore, Univision
23 cannot claim ownership of the word "Uni." The word "Vision" is also hugely-generic, it means the faculty of
24 sight; eyesight: *poor vision* and even as applied in trademarks by *Pearle Vision; Plaza Vision Center; Uptown*
25 *Vision; Visual Perception.*, **Vision** refer to Visual perception and an endless list of words with the name **Vision**.

26 Learned counsel inartfully claims that UNIMUNDO combined the words "Univision" and "Telemundo" and put
27 them together to create the mark UNIMUNDO to confuse the public by creating "Blurring and Tarnishment." If
28

1 we were to adopt the same absurd and preposterous analogy, the same can be applied to "UniVision" itself or to
2 "TeleMundo" or "MicroSoft" or "SunMicro."

3 **17. UNIMUNDO is factually a Hispanic word and not some cooked up name**

4 The word "**Mundo**" is a Spanish word meaning "**world**" or also *everyone, everybody, Mundo* (river),
5 river in south-eastern Spain and the word "**Uni**" in Spanish **means "One."** It is not possible to read UNIMUNDO
6 as anything other than to mean **ONE WORLD** in English.

7 **18. There is no similarity whatsoever between businesses of Univision and UNIMUNDO**

8 Univision is a **full fledged** "SPANISH" Television Station broadcasting solely via Television units and
9 happens to have a website to advertise its channel under the domain name www.univision.com.

10 UNIMUNDO is ONLY a television station on the Internet; a WebTV, streaming media broadcasting with
11 Member uploaded videos over the internet under domain name www.unimundotv.com.

12 **19. There is no similarity in any product or service of Univision and UNIMUNDO**

13 Univision cannot possibly claim that there is a problem with the identity of retail outlets, or purchasers, or
14 consumers, or subscribers or members only that UNIMUNDO and Univision mutually seek the Spanish speaking
15 consumers as a target market audience.

16 **20. UNIMUNDO is also not trying to pass-off its product or services for those of Univision**

17 There cannot possibly be any confusion by any ordinary consumer, Spanish, English or from any other
18 nationality or any user, member or visitor to UNIMUNDO's website that would be so ignorant, light headed and/or
19 so very confused as to be misled into believing that they landed in the world of UNIMUNDO looking for the world
20 of Univision or vice versa. It is simply impossible!

21 **21. Univision did not enumerate which Sections of the Lanham Act UNIMUNDO violated**

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

1 Ct. 2182, 2190- 2191, 72 L. Ed. 2d 606 (1982). "The Lanham Act defines trademark infringement as use of a
2 mark so similar to that of a prior user as to be likely to cause confusion, or to cause mistake, or to deceive." **Kos**
3 **Pharmaceuticals**, 369 F.3d at 711. **Blumenfeld Development Corp. v. Carnival Cruise Lines, Inc.**, 669
4 F.Supp. 1297, 1317 (E.D. Pa. 1987). A cause of action for trademark infringement under the Lanham Act, 15
5 U.S.C. §§1114(1) and 1125(a), requires plaintiff prove: (1) the mark is valid and legally protectable; (2) it owns
6 the mark; and (3) the defendant's use of the mark is likely to create confusion concerning the origin of goods or
7 services. **Urban Outfitters, Inc. v. BCBG Max Azria Group, Inc.**, 2009 U.S. App. LEXIS 6586 (March 30,
8 2009); **A & H Sportswear, Inc. v. Victoria's Secret Stores, Inc.**, 166 F.3d 197, 202 (3d Cir. 1999).

9 **22. UNIMUNDO creates neither "Direct Confusion" nor "Reverse Confusion" with Univision**

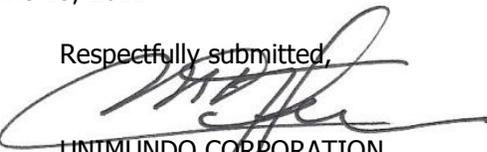
10 There are two types of "likelihood of confusion" claims - "**direct confusion**" claims and "**reverse**
11 **confusion**" claims. A direct confusion claim is that a junior user of a mark attempts to free-ride on the
12 reputation and goodwill of the senior user by adopting a similar or identical mark. Reverse confusion occurs when
13 a larger, more powerful company uses the trademark of a small, less powerful senior owner and thereby causes
14 likely confusion as to the source of the senior user's goods or services. **Citizens Financial Group v. Citizens**
15 **National Bank**, 383 F. 3d 110, 119 (3d Cir. 2004). **Freedom Card**, 432 F. 3d at 471. **citing Interpace Corp.**
16 **v. Lapp, Inc.**, 721 F.2d 460 (3d Cir. 1983).

17 **II. CONCLUSION**

18 Univision's 'RESPONSE TO UNIMUNDO'S TRAVERSE AND AMENDED TRAVERSE OPPOSITION' should be
19 stricken. Univision's First Amended Petition to Cancel the UNIMUNDO mark should also be summarily dismissed
20 with prejudice. Alternatively, the **fraud** charge should be dismissed with prejudice.

21 Executed on Wednesday, June 13, 2012

22 Respectfully submitted,



23 UNIMUNDO CORPORATION
24 By and through MARCUS FONTAIN, J.D.
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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 CORPOR[**OMNIBUS**] REPLY TO UNIVISION'S "RESPONSE TO UNIMUNDO'S
4 TRAVERSE AND AMENDED TRAVERSE OPPOSITION" AND RENEWED MOTION TO DISMISS UNIVISION'S
5 PETITION TO CANCEL PURSUANT TO RULE 60(b) FED.R.CIV.PRO; FED.R.CIV. PRO. 12(b), (e), or (f); AND
6 FED.R.CIV.PRO. 15., addressed to:

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9 Ellie Hourizadeh
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13 Trademark Trial and Appeal Board
14 U.S. Patent and Trademark Office
15 P.O. Box 1451 Alexandria, VA 22313-1451

15 Executed on Wednesday, June 13, 2012

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