

ESTTA Tracking number: **ESTTA589115**

Filing date: **02/25/2014**

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

Proceeding	92054050
Party	Plaintiff Univision Communications Inc.
Correspondence Address	JORGE ARCINEGA MCDERMOTT WILL & EMERY LLP 2049 CENTURY PARK EAST, SUITE 3800 LOS ANGELES, CA 90067-3208 UNITED STATES jarciniega@mwe.com, ehourizadeh@mwe.com
Submission	Opposition/Response to Motion
Filer's Name	Ellie Hourizadeh
Filer's e-mail	ehourizadeh@mwe.com, jarciniega@mwe.com
Signature	/s/
Date	02/25/2014
Attachments	Opposition to Unimundo motion.pdf(77040 bytes ) exhibit 1.PDF(525653 bytes ) exhibit 2.PDF(275503 bytes )

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

UNIVISION COMMUNICATIONS INC., )	)	
	)	
Petitioner, )	)	
	)	
v. )	)	Cancellation No. 92054050
	)	
UNIMUNDO CORPORATION )	)	
	)	
Registrant. )	)	

**RE:** Registration No. 3889485  
MARK: UNIMUNDO  
Filed: March 31, 2010  
Registration Date: December 14, 2010

**OPPOSITION TO UNIMUNDO’S MOTION FOR DEFAULT**

**I. INTRODUCTION**

Unimundo’s most recent filing is another example of Unimundo’s repeated failure to comply with the Board’s orders and the TTAB rules. Unimundo’s “Motion for Default Judgment Pursuant to 37 C.F.R. 2120(g)” (“Motion”) is procedurally defective and wholly without merit.

In the Motion, Unimundo complains that Univision did not conduct discovery. Unimundo’s allegations are false and refuted by Unimundo’s own conduct. **First**, Univision did propound discovery on Unimundo. On June 3, 2013, Univision served Unimundo with 55 discovery requests and 15 interrogatories, which Unimundo failed to answer. **Second**, the Board Order that serves as the basis for the Motion requires Unimundo to respond to the discovery propounded by Univision, which Unimundo failed to do. The Board Order also requires Unimundo (not just Univision) to engage in discovery. Not only did Unimundo refuse to

respond to Univision's discovery, Unimundo also failed to propound any of its own discovery on Univision. Accordingly, if Unimundo's procedurally flawed argument is somehow given consideration, then the Board should issue a default judgment against Unimundo, not Univision, as Unimundo is the one that failed to engage in discovery as required by the Board's Order.

## **II. LEGAL STANDARD**

Rule 37(b)(2) of the Federal Rules of Civil Procedure permits a Court to issue sanctions when a party fails to comply with a court order compelling or ordering discovery responses to be produced or when a party fails to comply with a Protective Order. The Board Order relied upon by Unimundo is not the type of order that falls within the purview of Rule 37(b)(2) and 37 C.F.R. Section 2.120(g)(1). There is no statutory basis for the Motion or the relief sought by Unimundo. Accordingly, Unimundo's motion is procedurally defective.

Moreover, it is Unimundo, not Univision, that has repeatedly failed to comply with the Board's orders. In fact, in the related proceeding (Cancellation No. 92057999), the Board issued an order refusing to give Unimundo's motion in that proceeding any consideration "in light of respondent's [Unimundo's] failure to comply with the Board's orders of December 6, 2013 and January 28, 2014." Similarly, in this proceeding, Unimundo has repeatedly failed to comply with the Board's orders, including the Order relied upon by Unimundo as the basis for the Motion. Accordingly, the Motion should be denied.

## **III. UNIVISION PROPOUNDED DISCOVERY ON UNIMUNDO**

Unimundo contends that Univision failed to engage in discovery. Unimundo's statements are false. On June 3, 2013, Univision propounded 55 discovery requests and 15 interrogatories on Unimundo. See Exhibits 1 and 2. Unimundo failed to respond to Univision's discovery request. Unimundo also failed to engage in the requisite discovery conference or

propound any discovery on Univision. In light of these facts, how Unimundo has the audacity to ask the Board to enter a default against Univision is mind boggling. Unimundo's cavalier attitude towards the Board's orders and the TTAB rules should not be ignored. The Motion should be denied and Unimundo should be ordered to respond to Univision's discovery requests or face sanctions (as ordered by the Board in the related proceeding, Cancellation No. 92057999).

#### **IV. UNIMUNDO'S FALSELY STATES THAT SERVICE WAS COMPLETED ON UNIVISION**

As stated above, the Motion conveniently fails to state that Unimundo did not (i) engage in the requisite discovery conference, (ii) respond to Univision's discovery or (iii) propound any discovery on Univision. The Motion also makes false statements on its proof of service. On the proof of service, Unimundo claims that it mailed a copy of the Motion to Univision's counsel on February 5, 2014. This statement is false.

On February 20, 2014, Univision's counsel received an envelope from Unimundo. The envelope contained the two documents: (i) the Motion, and (ii) Unimundo's opposition to Univision's motion to consolidate cancellation nos. 92054050 and 92057999.<sup>1</sup> The proof for the Motion states that it was mailed on February 5, 2014. The proof for the opposition states that it was mailed on February 6, 2014. Both statements cannot be true given that the two documents were mailed in the same enveloped and received by Univision's counsel on February 20, 2014.

Unimundo's deficient service of the Motion is yet another example of Unimundo's failure to comply with the TTAB rules. Unimundo should be sanctioned for its repeat failure to comply with the Board's orders and the TTAB rules.

---

<sup>1</sup> Univision is filing a reply to Unimundo's opposition to its motion to consolidate.

**V. CONCLUSION**

For the foregoing reasons, Univision Communication Inc. respectfully requests the Board to deny Unimundo's motion for default judgment.

Respectfully submitted,

UNIVISION COMMUNICATIONS INC.

Dated: February 25, 2014

By: \_\_\_\_\_/s/\_\_\_\_\_  
Ellie Hourizadeh  
Attorneys for Petitioner

MCDERMOTT WILL & EMERY LLP  
2049 Century Park East, 38th Floor  
Los Angeles, CA 90067-3208  
Telephone: (310) 551-9321  
Facsimile: (310) 277-4730

## DECLARATION OF ELLIE HOURIZADEH

I, Ellie Hourizadeh, declare as follows:

1. I am an attorney duly authorized to practice law before all the courts of the State of California. I am counsel with the law firm of McDermott Will & Emery LLP, attorneys for Petitioner, Univision Communications Inc. I make this declaration in support of Univision's opposition to Unimundo's Motion. I have personal knowledge of the facts set forth herein and, if called upon, could and would competently testify thereto under oath.

2. On June 3, 2013, I printed and signed Univision's First Set of Request for Production of Documents and Univision's First Set of Interrogatories addressed to Unimundo. I personally (i.e., not through my secretary) placed both discovery requests in an envelope addressed to Unimundo at the address identified with the Board (i.e., 14859 Moorpark Street, Suite 103, Sherman Oaks, CA 91403). I sealed the envelope and delivered it to our mail room.

3. Attached as Exhibit 1 is a true and correct copy of Univision's First Request for Production of Documents mailed to Unimundo on June 3, 2013. Attached as Exhibit 2 is a true and correct copy of Univision's First Set of Interrogatories mailed to Unimundo on June 3, 2013. Unimundo never responded to the discovery requests.

4. I never received any responses from Unimundo to Univision's First Set of Request for Production of Documents or First Set of Interrogatories.

5. I am informed, and believe, that Jorge Arciniega, the other McDermott lawyer working on this case, never received any responses from Unimundo to Univision's First Set of Request for Production of Documents or First Set of Interrogatories.

6. On February 20, 2014, I received an 8" x 11" sized envelope from Unimundo containing two documents: (i) the Motion, and (ii) Unimundo's opposition to Univision's motion to consolidate cancellation nos. 92054050 and 92057999.

I declare under penalty of perjury under the laws of the State of California that this document was executed at Los Angeles, California on February 25, 2014.

/Ellie Hourizadeh/

---

Ellie Hourizadeh

**CERTIFICATE OF SERVICE**

I hereby certify that I served a copy of the foregoing OPPOSITION TO UNIMUNDO'S MOTION FOR DEFAULT and DECLARATION BY ELLIE HOURIZADEH upon Registrant by depositing one copy in First Class mail, in the United States mail, postage prepaid, on **February 25, 2014** addressed as follows:

**Marcus Fontain  
UNIMUNDO CORP.  
381 Chandler Street, 20032  
Worcester, MA 01602**

By: \_\_\_\_\_/s/\_\_\_\_\_  
Ellie Hourizadeh  
McDermott Will & Emery LLP  
2049 Century Park East, Suite 3800  
Los Angeles, CA 90067  
Tel: (310) 551-9321  
Fax: (310) 277-4730  
Email: ehourizadeh@mwe.com

Attorneys for Petitioner  
Univision Communications Inc.

# **EXHIBIT 1**

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

UNIVISION COMMUNICATIONS INC.,	)	
	)	
Petitioner,	)	
	)	
v.	)	Opposition No. 92054050
	)	
UNIMUNDO CORP.	)	
	)	
Registrant.	)	
<hr style="border: 0.5px solid black;"/>		

**UNIVISION’S FIRST SET OF REQUESTS FOR  
PRODUCTION OF DOCUMENTS AND THINGS**

Petitioner, UNIVISION COMMUNICATIONS INC. (“Univision”), in accordance with 37 C.F.R. §§ 2.116 and 2.120 and Rule 34 of the Federal Rules of Civil Procedure, propound the following requests for production of documents and things to be produced by Registrant, UNIMUNDO CORP. (“Unimundo”), within thirty (30) days.

**DEFINITIONS AND INSTRUCTIONS**

1. As used herein, the term "Unimundo" refers to Unimundo Corporation, as well as its officers, directors, employees, agents, attorneys, and representatives, and any successor, predecessor or related company, or any company from which Unimundo claims to have acquired rights in Unimundo's Mark.
2. As used herein the term "Unimundo's Mark" refers to “UNIMUNDO” as shown in Registration No. 3889485 for International Class 38, which is the subject of the cancellation proceeding.
3. As used herein, the term “Unimundo’s Services” refers to the services offered or intended to be offered under Unimundo’s Mark, including those goods set forth in Application

Registration No. 3889485 covering International Class 38.

4. As used herein, the term "Univision" refers to Univision Communications Inc., as well as its officers, directors, employees, agents, attorneys, and representatives, and any successor, predecessor or related companies.

5. As used herein, "Univision's Marks" refers to the many UNIVISION word and design marks identified in the Notice of Cancellation.

6. As used herein, the term "document" or "documents" as used herein refers to any tangible thing or property, including writings, recordings, and photographs as defined by Federal Rule of Evidence 1001(1) and 1001(2). The term "document" or "documents" shall also include all original and duplicates, as defined by Federal Rule of Evidence 1001(3) and 1001(4), including all non-identical copies whether different from the originals by reason of any notation made on such copies or otherwise. By way of example only, the term "document" or "documents" includes any handwriting, typewriting, printing, photographing, and every other means of recording upon any tangible thing and form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations of them, and also including information stored on a computer, information stored on computer readable storage media or electronic mail.

7. As used herein, the terms "refer to," "referring to," "relating to," or "relate to" mean bearing some connection to, consisting of, addressing the subject matter of, embodying, disclosing, memorializing, constructing, describing, showing, evidencing, analyzing, demonstrating, supporting, refuting, summarizing, and/or referring to in any way.

8. The term "communication" as used herein refers to any written, electronic, digitized or oral conversation or contact.

9. In answering these requests for production, furnish all documents that are available to Unimundo, including those in Unimundo's possession or in the possession of any of Unimundo's agents, employees or attorneys, or otherwise subject to Unimundo's custody or control.

10. If any of the documents requested are withheld under a claim of privilege or otherwise, Unimundo is obliged to provide for each such document (i) a specific statement of the ground and authority on which Unimundo relies in withholding production, and (ii) a statement which sets forth the following:

- (a) The identity of the author thereof, the parties receiving the original, copies, or any draft thereof, and any person who assisted in its preparation;
- (b) The title of the document or other identifying data;
- (c) The date of the document or, if no date appears thereon, the approximate dates;
- (d) In summary, the nature and substance thereof;
- (e) The identity and location of each person having or last having possession, care, custody or control and each of any copies thereof;
- (f) A precise description of the place of said occurrence or where the document is kept, including, as to documents:
  - i. The title or description of the file in which said document may be found; and
  - ii. The exact location of such file.

11. If a document existed, but at the time of this request has been lost, misplaced, destroyed, or has left Unimundo's possession or control, describe the document stating:

- (a) The date the document or writing was prepared or received into your possession or control;
- (b) The type of document;
- (c) The names and addresses of all other persons receiving copies;
- (d) How it was lost, misplaced, destroyed or left Unimundo's possession or control;
- (e) If the document has left Unimundo's possession or control, identify the name and address or each person or entity who last had possession or control of the

document and the date each person or entity had possession or control of the document.

12. If Unimundo objects to any part of a production request, answer all parts of such production request as to which Unimundo does not object, and as to each part to which Unimundo does object, set forth the basis for the objection.

13. As used herein, the terms "and" and "or" are to be construed disjunctively or conjunctively as necessary in order to bring within the scope of each request all documents which might be otherwise construed outside of its scope.

14. The phrase, "relate or refer to" is to be applied in the conjunctive, not the disjunctive.

15. These requests seek answers and documents as of the date hereof and shall be deemed to be continuing, requiring Unimundo to serve upon Univision such further answers and/or documents promptly after Unimundo has acquired additional knowledge or information relating in any way to these requests.

16. In construing these requests, the singular form of a word should be interpreted in the plural and *vice versa*.

### **REQUESTS FOR PRODUCTION OF DOCUMENTS AND THINGS**

#### **REQUEST NO. 1:**

Each document reviewed, consulted, or on which Unimundo relied to draft its answers to Univision's First Set of Interrogatories.

#### **REQUEST NO. 2:**

All documents which do, or may, support any claims of Unimundo's herein, and/or which Unimundo believes would be admissible evidence on its behalf at the trial of this proceeding.

#### **REQUEST NO. 3:**

All documents that relate to proposals to use, attempts to register, or registration of Unimundo's Mark anywhere in the world, including without limitation, search reports, opinion

letters, applications for trademark registration, and documents relating to communications concerning all such topics.

**REQUEST NO. 4:**

All documents that relate to Unimundo's use or intent to use Unimundo's Mark in the United States of America.

**REQUEST NO. 5:**

Unimundo's mailing lists and other customer and user lists with respect to the products and/or services offered or sold, or intended to be offered or sold, in connection with Unimundo's Mark in the United States of America.

**REQUEST NO. 6:**

All documents that relate to Unimundo's knowledge of Univision's Marks and/or Univision's actual or potential use of Univision's Marks.

**REQUEST NO. 7:**

All documents that relate directly or indirectly to Univision or to communications with or concerning Univision.

**REQUEST NO. 8:**

All documents that relate to the channels through which products or services bearing Unimundo's Mark have been sold or are intended to be sold in the United States of America, including but not limited to documents describing the types and/or classes of customers to whom Unimundo does or intends to advertise, promote, and/or sell Unimundo's Services in connection with International Class 09.

**REQUEST NO. 9:**

All documents that relate to Univision's services in connection with Univision's Marks.

**REQUEST NO. 10:**

All documents that relate to Unimundo's decision to apply to register Unimundo's Mark in the United States of America.

**REQUEST NO. 11:**

All documents that relate to or describe the type of product or services on which or in connection with which Unimundo intends to use or is currently using Unimundo's Mark in United States commerce.

**REQUEST NO. 12:**

All documents relating to Unimundo's Mark that have been filed with or received from any United States of America federal, state or other government office or regulatory agency.

**REQUEST NO. 13:**

All documents that relate to trademarks and/or service marks currently used by Unimundo in any country for services covered by International Class 09.

**REQUEST NO. 14:**

All documents that refer to Univision's Marks, and/or to Unimundo's knowledge thereof.

**REQUEST NO. 15:**

All documents relied upon, either in whole or in part, as a basis for each opinion to be rendered by:

- a. each expert witness whom Unimundo will or may call: and
- b. each person from whom Unimundo has obtained, or will obtain,

statements or affidavits, or who is expected to give testimony in this case.

**REQUEST NO. 16:**

All documents constituting and/or comprising any report(s), statistics and/or affidavits furnished by:

- a. each expert witness whom Unimundo will or may call; and

b. each person from whom Unimundo has obtained, or will obtain, statements or affidavits, or who is expected to give testimony in this case.

**REQUEST NO. 17:**

All documents that relate to a search, survey, poll, or investigation referring to Unimundo's Mark, Unimundo's Services and/or the products sold or offered bearing Unimundo's Mark in the United States of America.

**REQUEST NO. 18:**

All documents that relate to a search, survey, poll, or investigation referring to Univision's Marks, and/or the products and services offered or sold bearing Univision's Marks.

**REQUEST NO. 19:**

A specimen of each use or intended use of Unimundo's Mark in connection with goods/services offered or sold in the United States of America, including without limitation a specimen of each label, packaging, display, document, thing, advertisement, web page and other material containing or bearing Unimundo's Mark (including mock-ups for same), whether or not such material was ever actually distributed in United States commerce.

**REQUEST NO. 20:**

With respect to each product and service in connection with which Unimundo's Mark has been or is intended to be used, all documents that relate to Unimundo's first use in United States commerce of Unimundo's Mark in connection with each such product and/or service.

**REQUEST NO. 21:**

With respect to the earliest date on which Unimundo will rely in this proceeding to establish Unimundo's rights in Unimundo's Mark, all documents that relate to such claim or rights in Unimundo's Mark by Unimundo as of that date.

**REQUEST NO. 22:**

All documents that refer to any United States service mark and/or trademark registrations, or applications, issued to, or filed by, Unimundo for any mark incorporating the term "UNIMUNDO" and/or the "U" logo presented on the website, www.unimundotv.com in whole or in part, alone or in combination with other words, letters, symbols, or devices.

**REQUEST NO. 23:**

All documents that refer to any service mark and/or trademark registrations, or applications, issued to, or filed by, Unimundo in any country other than the United States of America, for any mark incorporating the term "UNIMUNDO" alone or in combination with other words, letters, or symbols, including but not limited to the "U" logo presented on the website, www.unimundotv.com.

**REQUEST NO. 24:**

A printout of the web pages from any web site relating to Unimundo or any of Unimundo's trademarks or service marks that contain the word "UNIMUNDO" in whole or in part, alone or in combination with other words, letters, or symbols, including but not limited to the "U" logo presented on the website, www.unimundotv.com.

**REQUEST NO. 25:**

All documents describing or summarizing any budgets, marketing plans, or business plans in connection with products or services sold or rendered, or to be sold or rendered, bearing Unimundo's Mark in the United States of America.

**REQUEST NO. 26:**

All documents constituting or relating to Unimundo's policy regarding the retention or destruction of documents and things.

**REQUEST NO. 27:**

All documents that refer to any actual, potential or likelihood of confusion as to origin, endorsement, approval or sponsorship of goods or services sold, distributed or offered by Unimundo bearing Unimundo's Mark in the United States of America.

**REQUEST NO. 28:**

All documents that refer to the use of Unimundo's Mark or of any mark confusingly similar to Unimundo's Mark, anywhere in the world, in connection with services covered by International Class 09, 35, 36, 38, 41, 42, 44 and/or 45.

**REQUEST NO. 29:**

Documents relating to any objection, threatened or instituted legal proceedings, including lawsuits and trademark opposition and cancellation actions, by third parties, other than Univision, against Unimundo concerning names and/or marks which third parties contend violated, infringed, or would be likely to cause confusion with their mark(s), including but not limited to any settlement negotiations and/or settlement agreements concerning such proceedings.

**REQUEST NO. 30:**

All documents constituting or relating to the declaration filed in connection with Registration No. 3889485 stating the date of first use of Unimundo's Mark in US commerce.

**REQUEST NO. 31:**

All documents constituting or relating to the Unimundo's response to any and all Office Actions issued by the United States Patent and Trademark Office in connection with Unimundo's Mark.

**REQUEST NO. 32:**

All documents constituting or relating to the Unimundo's contention that Univision's Notice of Cancellation is "baseless and unwarranted, was filed in bad faith, is malicious and vexatious...."

**REQUEST NO. 33:**

All documents constituting or relating to the Unimundo's contention that Univision "deliberately failed to object to the UNIMUNDO Mark during the time of the publication by the USPTO...."

**REQUEST NO. 34:**

All documents constituting or relating to the Unimundo's allegation that Univision "falsely contends" that Univision's Marks are famous.

**REQUEST NO. 35:**

All documents constituting or relating to the Unimundo's allegation that "Univision has already caused Unimundo an incalculable amount of money in losses of revenue and the loss of potential investor's (emphasis in original)."

**REQUEST NO. 36:**

All documents constituting or relating to the Unimundo's numerous motions to dismiss filed in connection with this cancellation proceeding.

**REQUEST NO. 37:**

All documents constituting or relating to the Unimundo's contention that the Unimundo Mark does not infringe upon Univision's Marks.

**REQUEST NO. 38:**

All documents constituting or relating to the Unimundo's allegation that there is no consumer confusion, or likelihood of consumer confusion, between Unimundo's Mark and Univision's Marks.

**REQUEST NO. 39:**

All documents constituting or relating to the Unimundo's allegation that Unimundo's Mark is "dissimilar" to Univision's Marks.

**REQUEST NO. 40::**

All documents that relate to the channels through which products or services bearing Unimundo's Mark have been sold or are intended to be sold in the United States of America, including but not limited to documents describing the types and/or classes of customers to whom Unimundo does or intends to advertise, promote, and/or sell Unimundo's Services in connection with International Class 35.

**REQUEST NO. 41:**

All documents that relate to the channels through which products or services bearing Unimundo's Mark have been sold or are intended to be sold in the United States of America, including but not limited to documents describing the types and/or classes of customers to whom Unimundo does or intends to advertise, promote, and/or sell Unimundo's Services in connection with International Class 36.

**REQUEST NO. 42:**

All documents that relate to the channels through which products or services bearing Unimundo's Mark have been sold or are intended to be sold in the United States of America, including but not limited to documents describing the types and/or classes of customers to whom Unimundo does or intends to advertise, promote, and/or sell Unimundo's Services in connection with International Class 38.

**REQUEST NO. 43:**

All documents that relate to the channels through which products or services bearing Unimundo's Mark have been sold or are intended to be sold in the United States of America,

including but not limited to documents describing the types and/or classes of customers to whom Unimundo does or intends to advertise, promote, and/or sell Unimundo's Services in connection with International Class 41.

**REQUEST NO. 44:**

All documents that relate to the channels through which products or services bearing Unimundo's Mark have been sold or are intended to be sold in the United States of America, including but not limited to documents describing the types and/or classes of customers to whom Unimundo does or intends to advertise, promote, and/or sell Unimundo's Services in connection with International Class 42.

**REQUEST NO. 45:**

All documents that relate to the channels through which products or services bearing Unimundo's Mark have been sold or are intended to be sold in the United States of America, including but not limited to documents describing the types and/or classes of customers to whom Unimundo does or intends to advertise, promote, and/or sell Unimundo's Services in connection with International Class 44.

**REQUEST NO. 46:**

All documents that relate to the channels through which products or services bearing Unimundo's Mark have been sold or are intended to be sold in the United States of America, including but not limited to documents describing the types and/or classes of customers to whom Unimundo does or intends to advertise, promote, and/or sell Unimundo's Services in connection with International Class 45.

**REQUEST NO. 47:**

All documents that relate to trademarks and/or service marks currently used by Unimundo in any country for services covered by International Class 35.

**REQUEST NO. 48:**

All documents that relate to trademarks and/or service marks currently used by Unimundo in any country for services covered by International Class 36.

**REQUEST NO. 49:**

All documents that relate to trademarks and/or service marks currently used by Unimundo in any country for services covered by International Class 38.

**REQUEST NO. 50:**

All documents that relate to trademarks and/or service marks currently used by Unimundo in any country for services covered by International Class 41.

**REQUEST NO. 51:**

All documents that relate to trademarks and/or service marks currently used by Unimundo in any country for services covered by International Class 42.

**REQUEST NO. 52:**

All documents that relate to trademarks and/or service marks currently used by Unimundo in any country for services covered by International Class 44.

**REQUEST NO. 53:**

All documents that relate to trademarks and/or service marks currently used by Unimundo in any country for services covered by International Class 45.

**REQUEST NO. 54:**

Document sufficient to provide aggregate user activity information for the website [www.unimundotv.com](http://www.unimundotv.com). Aggregate information includes, but is not limited to, how many users visited the website, total number of users viewing video and photo clips, and total number of pages viewed by users.

**REQUEST NO. 55:**

Document sufficient to provide user demographic data for www.unimundotv.com.

Respectfully submitted,

By:



---

Ellie Hourizadeh  
McDermott Will & Emery LLP  
2049 Century Park East, Suite 3800  
Los Angeles, California 90067  
310-277-4110

Dated: June 3, 2013

Attorneys for Univision

CERTIFICATE OF SERVICE

I hereby certify that I have caused a true and correct copy of the foregoing UNIVISION'S FIRST SET OF REQUESTS FOR PRODUCTION OF DOCUMENTS AND THINGS to be served by first-class mail, postage prepaid, upon Unimundo:

Marcu Fontain  
President  
Unimundo Corporation  
14859 Moorpark Street, Suite 103  
Sherman Oaks, CA 91403

Dated: June 3, 2013

  
Ellie Hourizadeh

## **EXHIBIT 2**

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

UNIVISION COMMUNICATIONS INC., )	)	
	)	
Petitioner,	)	
	)	
v.	)	Opposition No. 92054050
	)	
UNIMUNDO CORP.	)	
	)	
Registrant.	)	
<hr style="width: 30%; margin-left: 0;"/>		

**UNIVISION'S FIRST SET OF INTERROGATORIES**

Petitioner, UNIVISION COMMUNICATIONS INC. ("Univision"), in accordance with 37 C.F.R. §§ 2.116 and 2.120 and Rule 33 of the Federal Rules of Civil Procedure, hereby requests defendant Unimundo Corporation to answer the following interrogatories under oath within thirty (30) days after service hereof in the manner prescribed by Rule 33.

**DEFINITIONS AND INSTRUCTIONS**

1. As used herein, the term "Unimundo" refers to Unimundo Corporation, as well as its officers, directors, employees, agents, attorneys, and representatives, and any successor, predecessor or related company, or any company from which Unimundo claims to have acquired rights in Unimundo's Mark.
2. As used herein the term "Unimundo's Mark" refers to "UNIMUNDO" as shown in Registration No. 3889485 for International Class 38, which is the subject of the cancellation proceeding.
3. As used herein, the term "Unimundo's Services" refers to the services offered or intended to be offered under Unimundo's Mark, including those goods set forth in Application Registration No. 3889485 covering International Class 38.

4. As used herein, the term "Univision" refers to Univision Communications Inc., as well as its officers, directors, employees, agents, attorneys, and representatives, and any successor, predecessor or related companies.

5. As used herein, "Univision's Marks" refers to the many UNIVISION word and design marks identified in the Notice of Cancellation.

6. As used herein, the term "document" or "documents" as used herein refers to any tangible thing or property, including writings, recordings, and photographs as defined by Federal Rule of Evidence 1001(1) and 1001(2). The term "document" or "documents" shall also include all original and duplicates, as defined by Federal Rule of Evidence 1001(3) and 1001(4), including all non-identical copies whether different from the originals by reason of any notation made on such copies or otherwise. By way of example only, the term "document" or "documents" includes any handwriting, typewriting, printing, photographing, and every other means of recording upon any tangible thing and form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations of them, and also including information stored on a computer, information stored on computer readable storage media or electronic mail.

7. As used herein, the terms "refer to," "referring to," "relating to," or "relate to" mean bearing some connection to, consisting of, addressing the subject matter of, embodying, disclosing, memorializing, constructing, describing, showing, evidencing, analyzing, demonstrating, supporting, refuting, summarizing, and/or referring to in any way.

8. The term "communication" as used herein refers to any written, electronic, digitized or oral conversation or contact.

9. In answering these interrogatories, identify all documents that are available to Unimundo, including those in Unimundo's possession or in the possession of any of Unimundo's agents, employees or attorneys, or otherwise subject to Unimundo's custody or control.

10. If any of the information requested is withheld under a claim of privilege or otherwise, Unimundo is obliged to provide for each such document (i) a specific statement of the

ground and authority on which Unimundo relies in withholding production, and (ii) a statement which sets forth the following:

- (a) The identity of the author thereof, the parties receiving the original, copies, or any draft thereof, and any person who assisted in its preparation;
- (b) The title of the document or other identifying data;
- (c) The date of the document or, if no date appears thereon, the approximate dates;
- (d) In summary, the nature and substance thereof;
- (e) The identity and location of each person having or last having possession, care, custody or control and each of any copies thereof;
- (f) A precise description of the place of said occurrence or where the document is kept, including, as to documents:
  - i. The title or description of the file in which said document may be found; and
  - ii. The exact location of such file.

11. If a document with the information requested existed, but at the time of this request has been lost, misplaced, destroyed, or has left Unimundo's possession or control, describe the document stating:

- (a) The date the document or writing was prepared or received into your possession or control;
- (b) The type of document;
- (c) The names and addresses of all other persons receiving copies;
- (d) How it was lost, misplaced, destroyed or left Unimundo's possession or control;
- (e) If the document has left Unimundo's possession or control, identify the name and address of each person or entity who last had possession or control of the document and the date each person or entity had possession or control of the document.

12. If Unimundo objects to any part of a interrogatory, answer all parts of such interrogatory as to which Unimundo does not object, and as to each part to which Unimundo does object, set forth the basis for the objection.

13. As used herein, the terms "and" and "or" are to be construed disjunctively or conjunctively as necessary in order to bring within the scope of each request all documents which might be otherwise construed outside of its scope.

14. The phrase, "relate or refer to" is to be applied in the conjunctive, not the disjunctive.

15. These interrogatories seek answers and documents as of the date hereof and shall be deemed to be continuing, requiring Unimundo to serve upon Univision such further answers and/or documents promptly after Unimundo has acquired additional knowledge or information relating in any way to these interrogatories.

16. In construing these requests, the singular form of a word should be interpreted in the plural and *vice versa*.

## **INTERROGATORIES**

### **INTERROGATORY NO. 1:**

Describe the circumstances (including dates) under which You considered, created, selected, adopted, proposed to use, and first used the term UNIMUNDO or a variation thereof in connection with television and internet broadcasting.

### **INTERROGATORY NO. 2:**

Identify all products and services in connection with which You have used, affixed or have plans to use the term UNIMUNDO or a variation thereof, and identify the dates of first use or planned use of each good and/or service.

### **INTERROGATORY NO. 3:**

Identify: (a) the forms and media for all advertising done displaying Your use of UNIMUNDO or any variation thereof; (b) the dates of such advertising; (c) the geographic areas in which the

advertising appeared; (d) the targeted audience for such advertising; (e) the advertising agencies retained by or on behalf of You, including the dates of such retention; and (f) the persons at each such advertising agency responsible for such advertising.

**INTERROGATORY NO. 4:**

Describe all relevant facts and circumstances of which You are aware regarding all instances of actual, possible or alleged confusion or mistake that have occurred with respect to the identity of You and/or Your products and/or services, on the one hand, and Univision and/or Univision's products and/or services, on the other hand, or any Spanish language broadcasting services offered by either party.

**INTERROGATORY NO. 5:**

Describe in detail the circumstances regarding Your knowledge of Univision's Marks.

**INTERROGATORY NO. 6:**

Identify and described the specific geographic regions(s) in the United States in which Your television and/or internet broadcasts can be received that have used the term UNIMUNDO or some variation thereof in connection with television and/or internet broadcasting.

**INTERROGATORY NO. 7:**

Identify all expert witnesses upon whose testimony You expect to rely in this proceeding, and as to each, set forth the substance of the facts and opinions to which he or she is expected to testify and a summary of the grounds for each opinion.

**INTERROGATORY NO. 8:**

Describe in detail Your basis of the allegation in Your Motion to Dismiss that UNIMUNDO'S "U" logo is "unquestionably substantially different and distinguishable from Univision and the same goes for the word UNIMUNDO" and identify all documents upon which You rely in support thereof.

**INTERROGATORY NO. 9:**

Describe in detail Your basis of the allegation in Your Motion to Dismiss that “there is also no similarity whatsoever in the products from Univision and UNIMUNDO, TV broadcasting over the internet...,” and identify all documents upon which You rely in support thereof.

**INTERROGATORY NO. 10:**

Identify each person who provided information relevant to Your response to these interrogatories and, for each person, identify the interrogatory or interrogatories for which information was provided and specify the information provided.

**INTERROGATORY NO. 11:**

Describe in detail the first time You became aware of a Spanish language broadcaster in the United States of America named Univision.

**INTERROGATORY NO. 12:**

Describe in detail the first time You became aware of a Spanish language broadcaster in the United States of America named Telemundo.

**INTERROGATORY NO. 13:**

Identify each and every clearance search done by You or on Your behalf before You used the term UNIMUNDO or some variation thereof in connection with television and/or internet broadcasting.

**INTERROGATORY NO. 14:**

Identify each and every instance of actual, potential or likelihood of confusion as to origin, endorsement, approval or sponsorship of goods or services sold, distributed or offered by Unimundo bearing Unimundo’s Mark in the United States of America.

**INTERROGATORY NO. 15:**

Identify each and every demographic category of Your users, including but not limited to age, language, and national origin.

Respectfully submitted,

By:



---

Ellie Hourizadeh  
McDermott Will & Emery LLP  
2049 Century Park East, Suite 3800  
Los Angeles, California 90067  
310-277-4110

Dated: June 3, 2013

Attorneys for Univision

CERTIFICATE OF SERVICE

I hereby certify that I have caused a true and correct copy of the foregoing UNIVISION'S FIRST SET OF INTERROGATORIES to be served by first-class mail, postage prepaid, upon Unimundo:

Marcu Fontain  
President  
Unimundo Corporation  
14859 Moorpark Street, Suite 103  
Sherman Oaks, CA 91403

Dated: June 3, 2013



---

Ellie Hourizadeh