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

Proceeding	92056644
Party	Plaintiff Summit Entertainment, LLC
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Submission	Motion to Amend Pleading/Amended Pleading
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Signature	/s/ Paul A. Bost
Date	11/05/2014
Attachments	Summit's Motion for Leave to Amend.pdf(246135 bytes) Bost Decl. ISO Summit's Motion for Leave to Amend.pdf(142836 bytes) Exhibits A-F to Bost Declaration.pdf(2513857 bytes) FIRST AMENDED PETITION FOR CANCELLATION.pdf(199565 bytes)

discovered the grounds for this claim during discovery in the instant proceeding. Additionally, Infinite need not take discovery from Summit on this claim. Accordingly, this motion is timely.

This motion is supported by the accompanying brief, the declaration of Paul Bost, Summit's proposed First Amended Petition for Cancellation and a redline reflecting Summit's changes, and such other papers and argument as may be presented to the Board.

Respectfully submitted,

Dated: November 5, 2014

/s/Paul A. Bost _____

Jill M. Pietrini

Paul A. Bost

Attorneys for Petitioner and Counterclaim-Defendant
Summit Entertainment, LLC

BRIEF IN SUPPORT OF MOTION

I. FACTUAL BACKGROUND

Summit is the producer and distributor of the famous motion picture *Twilight* and its sequels *The Twilight Saga: New Moon*, *The Twilight Saga: Eclipse*, *The Twilight Saga: Breaking Dawn – Part 1*, and *The Twilight Saga: Breaking Dawn – Part 2* (collectively, the “*Twilight* Motion Pictures”). The *Twilight* Motion Pictures are based on a series of novels written by Stephenie Meyer. Summit is the holder of many federal registrations of trademarks related to and derived from the *Twilight* Motion Pictures, including registrations of BELLA’S CHARM BRACELET in Class 14 (Reg. No. 3,631,075) and BELLA TWILIGHT in Class 14 (Reg. No. 4,222,783) (collectively, “Summit’s BELLA Registrations”). Summit also has common law rights in the BELLA mark. BELLA refers to the main female character of the *Twilight* Motion Pictures and the novels on which they are based.

Infinite “produces jewelry based upon the Twilight Series of novels written by the world renowned author Stephenie Meyer” and, specifically, “an engagement ring and bracelet described in the book *Eclipse*,” the third of Ms. Meyer’s novels. (Docket No. 4, ¶¶ 1-2.) On December 8, 2009, Infinite obtained a registration of BELLA’S ENGAGEMENT RING in Class 14 (Reg. No. 3,721,102) (“Infinite’s Registration”).

On December 19, 2012, Summit filed a petition to cancel Infinite’s Registration on the following grounds: (1) likelihood of confusion pursuant to 15 U.S.C. § 1052(d); (2) false suggestion of a connection with Summit and the *Twilight* Motion Pictures pursuant to 15 U.S.C. § 1052(a); and (3) likelihood of dilution pursuant to 15 U.S.C. § 1125(c). (Docket No. 1, ¶ 17.)

On February 20, 2013, Infinite filed its answer to Summit’s petition, denying all of Summit’s claims and alleging that “Ms. Meyer granted the rights to Infinite to produce and distribute the engagement ring” offered under BELLA’S ENGAGEMENT RING and that

“Infinite was authorized by Ms. Meyer to register and use BELLA’S ENGAGEMENT RING for goods and services, including jewelry.” (Docket No. 4, ¶ 3, 8.) Infinite also filed counterclaims to cancel Summit’s BELLA Registrations. (Docket No. 4, ¶ 18.)

During the course of the parties’ discovery, Infinite produced discovery responses and documents suggesting, if not admitting, its contention that Infinite uses the BELLA’S ENGAGEMENT RING mark as Stephenie Meyer’s licensee:

- In response to Summit’s interrogatory requesting Infinite to “[d]escribe in detail the method or marketing and advertising” the goods offered under its BELLA’S ENGAGEMENT RING mark, Infinite responded, “Stephenie Meyer also marketed the rings by placing them on her website and specifically identifying them as *officially licensed* products and that Infinite had the legal right to sell the items.” (Bost Decl. ¶ 3, Ex. C, Interrogatory No. 5.) (emphasis added.)
- In response to Summit’s interrogatories, Infinite stated that it “engaged in multiple communications with Stephenie Meyer and her representatives . . . regarding licensing, association, affiliation or relationships.” (Bost Decl. ¶ 3, Ex. C, Interrogatory No. 16.)
- In response to Summit’s interrogatory requesting that Infinite “[s]tate all facts that relate to, support or negate [Infinite’s] allegation in Paragraph 9 of [its] Answer that [Infinite] ‘uses the terms Twilight and Bella’s Bracelet under authorization granted and used prior to the trademarks claimed by [Summit],’” Infinite responded, “In November 2007 Ms. Meyer authorized the design and production of the bracelet . . . [and] Ms. Meyer also listed the products on her official website, and identified them as officially licensed and legally legitimate products.” (Bost Decl. ¶ 3, Ex. C, Interrogatory No. 27.)
- In response to Summit’s requests for admission (“RFAs”), Infinite denied that (a) Stephenie Meyer did not authorize it to register or use the BELLA’S ENGAGEMENT RING mark (RFA Nos. 86, 89), (b) Infinite is not using the BELLA’S ENGAGEMENT RING mark pursuant to authority granted to it by Stephenie Meyer (RFA No. 156), and (c) Infinite has no written or oral licensing agreement Stephenie Meyer relating to the BELLA’S ENGAGEMENT RING mark (RFA Nos. 196-97). (Bost Decl. ¶ 3, Ex. D.)
- Infinite produced copies of “Certificates of Authenticity” signed by Stephenie Meyer and “certify[ing] the authenticity of the Signature Edition of Bella’s Engagement Ring.” (Bost Decl. ¶ 2, Ex. A.)

- Infinite produced documents reflecting Stephenie Meyer's participation in designing the ring offered under the BELLA'S ENGAGEMENT RING mark. (Bost Decl. ¶ 2, Ex. B.)

Discovery in this case has been marked by the parties' liberal attitudes towards stipulating to extensions of all deadlines – including the discovery deadline – to accommodate discovery and the parties' settlement discussions. Specifically, the parties have agreed to and filed eight stipulated extensions with the Board. (Docket Nos. 7, 9, 12, 14, 16, 18, 21, 24; Bost Decl. ¶ 4, Ex. E.) Currently, discovery is scheduled to close on December 14, 2014. (Docket Nos. 24-25.) Infinite cannot – on this record – argue that granting Summit leave to amend will delay this matter given its past amenability to the extensions of all deadlines.

II. THE MOTION FOR LEAVE TO AMEND SHOULD BE GRANTED

A. The Liberal Standard for Ruling on Motions for Leave to Amend

Amendments to pleadings in *inter partes* proceedings before the Board are governed by the Federal Rules of Civil Procedure. TBMP § 507.01 ("[P]leadings in an inter partes proceeding before the Board may be amended in the same manner and to the same extent as in a civil action in a United States district court."). Fed.R.Civ.P. 15(a) provides that "[t]he [Board] should freely give leave when justice so requires." *See also* TBMP § 507.01. The Board liberally grants leave to amend pleadings "at any stage of the proceeding where necessary to bring about a furtherance of justice unless it is shown that entry of the amendment would violate settled law or be prejudicial to the rights of the opposing party." *Commodore Electronics Ltd. v. CBM Kabushiki Kaisha*, 26 U.S.P.Q.2d 1503, 1505 (TTAB 1993) (quoting *American Optical Corp. v. American Olean Tile Co., Inc.*, 168 USPQ 471, 473 (TTAB 1971)).

Where the motion for leave to amend is filed prior to the close of the discovery period, there typically is no prejudice to the non-moving party because that party will have an opportunity to take discovery on the matters raised in the proposed amended pleading. *See*

Focus 21 International Inc. v. Pola Kasei Kogyo Kabushiki Kaisha, 22 U.S.P.Q.2d 1316, 1318 (TTAB 1992) (motion for leave to amend timely because it “was filed prior to opening of petitioner's testimony period and thus the discovery period may be reopened without undue prejudice to respondent.”) Furthermore, where, as here, the non-moving party is solely in possession of the relevant information relevant to the added claim, any issues raised by the moving party's timing and resulting prejudice to the non-moving party decrease in significance. *See* TBMP § 507.02(a) (“Exercise of such discretion to reopen discovery, however, may not be necessary when the proposed additional claim or allegation concerns a subject on which the non-moving party can be expected to have relevant information in hand. This is especially true when the factual basis for the motion to amend was obtained by the moving party through discovery taken from the non-moving party.”)

Importantly, Summit need not prove its case on this motion to amend nor prove a likelihood of success on the merits. Rather, Summit must merely satisfy the liberal pleading standards of the Federal Rules of Civil Procedure and those of the Board, which Summit has done.

B. The Board Should Grant Summit Leave to Amend

Here, there is no conceivable prejudice to the opposing party should the Board allow Summit leave to file its amended pleading. Discovery in this case does not close until December 14, 2014. (Docket Nos. 24-25.) Just as importantly, Summit's added claim does not require Infinite to take any discovery of Summit or any third party. All documents and information relevant to the added claim are within Infinite's possession, custody, and control. Thus, Summit's amendment will not inject any inefficiencies into this matter. Furthermore, as described above, the parties have stipulated to eight extensions of all deadlines in this matter for

the purpose of allowing them additional time to complete discovery and/or negotiate settlement. On this record, Infinite cannot reasonably complain that any slight delay occasioned by granting Summit leave to amend will materially prejudice it because it delays resolution of the parties' dispute. On the contrary, Infinite has not shown any haste in seeing to the adjudication of this case and, thus, should be estopped from asserting delay as a defense to Summit's motion.

Also, Summit's proposed amended pleading is legally sufficient. Indeed, it is well-settled that an application filed by anyone other than the owner of the mark is void *ab initio*. See 15 U.S.C. § 1051(a) ("The **owner** of a trademark used in commerce may request registration of its trademark on the principal register . . .") (emphasis added); *Great Seats Ltd. v. Great Seats Inc.*, 84 U.S.P.Q.2d 1235, 1242 (TTAB 2007) ("there were two legal entities in existence and the application was filed by the wrong one, a defect which cannot be cured and which renders the application void *ab initio*"); *In re Tong Yang Cement Corp.*, 19 U.S.P.Q.2d 1689, 1690 (TTAB 1991) (Section 44(d) application, with priority based on South Korean registration, filed by a corporation was ruled void where the owner of mark was actually the joint venture of which applicant corporation was member); *Huang v. Tzu Wei Chen Food Co. Ltd.*, 849 F.2d 1458, 1459-60 (Fed. Cir. 1988) (affirming TTAB decision ruling application void *ab initio* because it was filed by an individual, not the corporation that owned the trademark); *American Forests v. Sanders*, 54 U.S.P.Q.2d 1860, 1862 (TTAB 1999) ("if it is a corporation or partnership which has the bona fide intention to use a particular mark, and yet the intent-to-use application is filed in the name of an individual, then said application will be deemed to be void *ab initio*.")

Furthermore, as a matter of law, a licensee cannot own a mark or, at the very least, be the sole owner of a mark. See *McCarthy on Trademarks and Unfair Competition* (4th Ed.) § 18:51 ("The licensor is necessarily the owner of the mark. By the mere fact of taking a license, the

licensee acknowledges that it is not the owner and needs permission to use the mark”); *A & L Laboratories, Inc. v. Bou-Matic LLC*, 429 F.3d 775, 781 (8th Cir. 2005) (“If A & L had owned the trademarks, it would not have needed DEC’s permission to use them”); *Hot Stuff Foods, LLC v. Mean Gene’s Enterprises, Inc.*, 468 F. Supp.2d 1078, 1095 (D.S.D. 2006) (The existence of a license granted to a party is inconsistent with that party’s claim to own the licensed mark); *Excelled Sheepskin & Leather Coat Corp. v. Or. Brewing Co.*, 2014 U.S. Dist. LEXIS 109226, at *22-23 (S.D.N.Y. Aug. 5, 2014), citing *Dress for Success Worldwide v. Dress 4 Success*, 589 F. Supp.2d 351, 359 (S.D.N.Y. 2008) (when a licensee “accepts his position as licensee, [he] acknowledge[s] the licensor owns the marks and that his rights are derived from the licensor and enure [sic] to the benefit of the licensor.”)

Here, Summit merely seeks to add a claim consistent with the soundly established precedent that non-owners of trademarks, such as licensees, do not have standing to file trademark applications, and, thus, any such applications are void *ab initio*. As applied to this case, if Infinite’s claim that it was licensed by Stephenie Meyer to use the BELLA’S ENGAGEMENT RING is taken as true (as Infinite clearly has put before this Board), Infinite was not the proper party to apply for registration of the BELLA’S ENGAGEMENT RING mark, and the resulting Infinite Registration is void *initio*.

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III. CONCLUSION

Based on the foregoing, Summit respectfully requests that the Board enter an order granting it leave to file its proposed amended pleading and that the Board deem that pleading filed and served.

Respectfully submitted,

Dated: November 5, 2014

/s/Paul A. Bost
Jill M. Pietrini
Paul A. Bost
Attorneys for Petitioner and Counterclaim-Defendant
Summit Entertainment, LLC

CERTIFICATE OF ELECTRONIC TRANSMISSION

I hereby certify that **PETITIONER AND COUNTERCLAIM-DEFENDANT SUMMIT ENTERTAINMENT, LLC'S MOTION FOR LEAVE TO AMEND** is being transmitted electronically through ESTTA pursuant to 37 C.F.R. §2.195(a), on this 5th day of November, 2014.

/s/Lynne Thompson _____
Lynne Thompson

CERTIFICATE OF SERVICE

I hereby certify that **PETITIONER AND COUNTERCLAIM-DEFENDANT SUMMIT ENTERTAINMENT, LLC'S MOTION FOR LEAVE TO AMEND** is being deposited with the United States Postal Service, postage prepaid, first class mail, in an envelope addressed to Registrant:

R. Brett Evanson
EVANSON WEBER PLLC
2975 W. Executive Parkway, Suite 201
Lehi, UT 84043

on this 5th day of November, 2014.

/s/Lynne Thompson _____
Lynne Thompson

SMRH:434549833.1

(“Infinite”) served its initial disclosures on Summit. Infinite attached to these initial disclosures certain documents, including: (a) copies of Certificates of Authenticity” signed by Stephenie Meyer and “certify[ing] the authenticity of the Signature Edition of Bella’s Engagement Ring”; and (b) a printout of an article from the magazine *Elan Woman* reflecting that Shelli Ashton, principal of Infinite, “work[ed] closely with [Stephenie] Meyer” on designing the Bella’s Engagement Ring product. These documents are attached hereto, respectively, as **Exhibits A** and **B**.

3. On July 11, 2013, Infinite served its responses to Summit’s First Set of Interrogatories and First Set of Requests for Admission. True and correct copies of Infinite’s responses are attached hereto, respectively, as **Exhibits C** and **D**.

4. In this case, the parties have agreed to and filed seven stipulated extensions with the Board to accommodate discovery and the parties’ settlement discussions. Attached hereto as **Exhibit E** are true and correct copies of the parties’ filed stipulated extensions, each of which was granted by the Board.

5. A true and correct printout of a redline reflecting Summit’s proposed amendments to its initial Petition for Cancellation is attached hereto as **Exhibit F**.

I declare all of the foregoing under the penalty of perjury under the laws of the United States of America.

Executed this 5th day of November, 2014 in Los Angeles, California.

/s/Paul A. Bost
Paul A. Bost

CERTIFICATE OF ELECTRONIC TRANSMISSION

I hereby certify that **DECLARATION OF PAUL A. BOST IN SUPPORT OF PETITIONER AND COUNTERCLAIM-DEFENDANT SUMMIT ENTERTAINMENT, LLC'S MOTION FOR LEAVE TO AMEND** is being transmitted electronically through ESTTA pursuant to 37 C.F.R. §2.195(a), on this 5th day of November, 2014.

/s/Lynne Thompson _____
Lynne Thompson

CERTIFICATE OF SERVICE

I hereby certify that **DECLARATION OF PAUL A. BOST IN SUPPORT OF PETITIONER AND COUNTERCLAIM-DEFENDANT SUMMIT ENTERTAINMENT, LLC'S MOTION FOR LEAVE TO AMEND** is being deposited with the United States Postal Service, postage prepaid, first class mail, in an envelope addressed to Registrant:

R. Brett Evanson
EVANSON WEBER PLLC
2975 W. Executive Parkway, Suite 201
Lehi, UT 84043

on this 5th day of November, 2014.

/s/Lynne Thompson _____
Lynne Thompson

SMRH:434673061.1

EXHIBIT A

Certificate of Authenticity

We hereby certify the authenticity of the Signature Edition of Bella's Bracelet.

This bracelet is the officially authorized version of Bella's Bracelet, as described in the book *Eclipse*, by Stephanie Meyer.

Bracelet Attributes:

.925 Sterling Silver toggle bracelet • Approximately 19.7 grams • Swarovski Crystal heart, Artisan-crafted Sterling Silver Bali and Copper components • Hand-assembled in the USA

∞

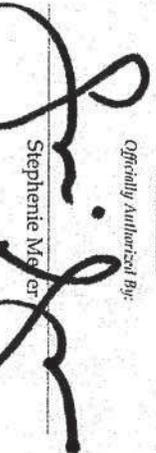
This Signature Edition is limited to 213.

Series Number

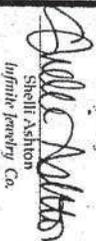


Officially Authorized By:

Stephanie Meyer



Certified By:



Shellie Ashton
Infinite Jewelry Co.

Date of Issue:
November 27, 2007

Certificate of Authenticity

We hereby certify the authenticity of the Signature Edition of Bella's Engagement Ring.

This ring is the officially authorized version of Bella's Engagement Ring as described in the book *Eclipse*, by Stephanie Meyer.

∞

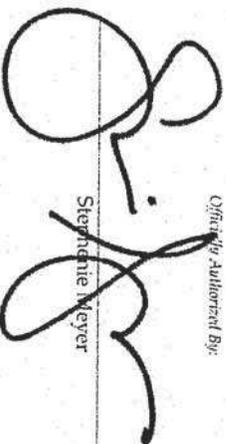
This Signature Edition is limited to 613.

Series Number



Officially Authorized By:

Stephanie Meyer



Certified By:



Shellie Ashton
Infinite Jewelry Co.

Date of Issue:
July 18, 2008

Sole Authorized Dealer:



Sharon Schade
Twilight Trez

EXHIBIT B

the essence of southwest life

éducate | ényoy | é-male | éat | éndevor
arizona nevada utah

Ian

W O M A N

captivating
GOODRAGE

planwoman



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\$2.95 U.S.

fabulous

BELLA'S BRACELET

With millions of copies sold, Stephenie Meyer's *Twilight* series is a world wide phenomenon.

eclipse

After reading, rereading, and even memorizing favorite passages from the *Twilight* series, Shelli Ashton, 36, wanted to have something tangible from the books that represented the characters she had come to love. She knew that she had a problem when she began cross-referencing the stories and started writing a chapter-by-chapter timeline! "I am a very passionate person and can become a bit obsessive over things that I love." The creation of Bella's Bracelet® became my obsession.™ and elan woman's fabulous find!

The Bella Bracelet is Shelli's idea of bringing to life the piece of jewelry that Stephenie Meyer so uniquely describes in her novel, *Eclipse*. "I had an idea of what it should look like, but I desired to make sure that the piece was exactly as Stephenie had envisioned." Working closely with Meyer, Shelli set out to design a piece that closely resembled the story's description. There was also the consideration that the jewelry had to be durable and have the capability of being manufactured by the thousands. Already having an extensive jewelry background, Shelli put the process into motion and with the support of family, officially formed Infinite Jewelry Co.

After much research and hard work, Infinite Jewelry Co. created the only Authorized Version of Bella's Bracelet® in the world! The bracelet is stamped, 925 sterling silver with solid copper components. In the book, the bracelet's wolf charm is a wooden carving. Thinking things through, Shelli realized it wouldn't be durable enough for everyday wear nor mass production. Thus, the wolf charm on Bella's Bracelet® is hand-made of copper – a sixteen-step process – and is antiqued to appear russet and wooden. The dangling Swarovski Austrian Crystal heart charm adds just the right touch of elegance. The piece is entirely hand assembled and comes with a certificate of authenticity.

"From the first moment I picked up *Twilight* to today, Stephenie Meyer has been an inspiration. Her books started from a dream, and she moves others to fulfill their dreams!" Bella's Bracelet® exceeded all expectations. Thousands have been sold to individuals all over the globe. The only place you can get these *Twilight* Series "must have's" is at www.twilightteez.com or www.stepheniemeyer.com. So, what's next? "We are very pleased to announce we are in production of the Authorized Version of Bella's Engagement Ring®." You go girl! Check out the websites for updates. Bella's Bracelet® is one woman's adventure brought to life...a perfect fabulous find!

STEPHENIE MEYER
AUTHOR OF THE NEW YORK TIMES BESTSELLERS TWILIGHT AND NEW HOPE

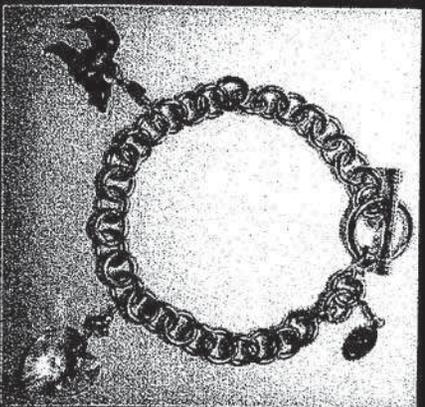


EXHIBIT C

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

<p>SUMMIT ENTERTAINMENT, LLC, Petitioner,</p> <p>vs.</p> <p>INFINITE JEWELRY CO. L.L.C., Registrant.</p>	<p>RESPONSE TO PETITIONER AND COUNTER CLAIM DEFENDANT SUMMIT ENTERTAINMENT, LLC'S FIRST SET OF INTERROGATORIES AND REQUESTS FOR PRODUCTION OF DOCUMENTS</p> <p>Cancellation No. 92056644</p> <p>Registration No. 3721102</p>
<p>INFINITE JEWELRY CO. L.L.C., Counterclaimant,</p> <p>vs.</p> <p>SUMMIT ENTERTAINMENT, LLC, Counterclaim Defendants.</p>	

COMES NOW Registrant, by and through counsel of record, and pursuant to Federal Rules of Civil Procedure 33 and 34, hereby provides Registrant's Responses to Petitioner and Counter Claim Defendant Summit Entertainment, LLC's First Set of Interrogatories and Requests for Production of Documents.

PRELIMINARY STATEMENT

These responses reflect Registrant's current understanding, belief and analysis with regard to the matters requested in these Interrogatories and Requests for Production of Documents. Registrant's investigation, analysis and discovery in this case are not complete, and Registrant may obtain additional information. Registrant has not completed all trial preparations. Therefore, these responses are given without prejudice to Registrant producing evidence of any subsequently discovered facts. Registrant also expressly reserves the right to assert any additional factual allegations or legal contentions as additional facts are discovered and analyzed. The reservation of the right to supplement, alter, amend, and/or otherwise modify these discovery responses in no way imposes an obligation on Registrant to do so unless said information is applicable to the Interrogatories and Requests for Production of Documents which have been made.

To the extent that Registrant has not objected to a given request, Registrant has made a reasonable and good faith effort to respond to all requests. Registrant's responses and objections consist of its current understanding and interpretation of the requests. If Petitioner subsequently asserts an interpretation of any of the requests propounded herein, Registrant reserves the right, without obligating himself to do so, to supplement his responses and/or objections.

GENERAL OBJECTIONS

1. Registrant objects to the instructions provided by Petitioner to the extent they seek to impose obligations different from or in addition to those imposed by the Federal Rules of Civil Procedure.
2. Registrant objects to the requests to the extent that they invade the attorney-client privilege, the protections afforded by the work-product doctrine or any other legally recognized privilege, immunity, or that is exempt from discovery. Inadvertent production of any such protected information shall not constitute a waiver of right to assert the applicability of any privilege or immunity associated with such information. Any such information, and all copies or images thereof, shall be returned to Registrant's counsel immediately upon discovery thereof.
3. Registrant objects to the requests that seek information that is irrelevant to the subject matter of this lawsuit or that is not reasonably calculated to lead to the discovery of admissible evidence.
4. Registrant objects to the requests to the extent that they seek production of publicly available information, information that could be obtained more readily from other sources of information that is otherwise readily available to Petitioner or information that has already been produced.
5. Registrant objects to the requests to the extent that they require a legal conclusion. Registrant's responses in no way should be construed as waiving any legal arguments that may exist.
6. Registrant objects to the requests to the extent that they are overly broad, unduly burdensome, and/or unreasonably cumulative or duplicative in nature.
7. Registrant objects to the requests to the extent that they seek information already in Petitioner's possession or control, or in the possession or control of third-parties.
8. The General Objections are expressly incorporated by reference into each of the individual answers and responses below.

INTERROGATORIES

INTERROGATORY NO. 1: Identify and describe in detail, separately by use and intent to use, all products of Registrant bearing, or sold or offered under or intended to be sold or offered under, the BELLA'S ENGAGEMENT RING Mark.

RESPONSE: Please see the items produced as part of Registrant's Initial Disclosures, specifically the pictures illustrating the products produced by Registrant. Infinite offers three versions of Bella's Engagement Ring, all with the same or similar design, the only difference being the quality of the materials used. The three versions are: 1) Bell's Engagement Ring-Fashion; 2) Bella's Engagement Ring-Fine; and 3) Bell's Engagement Ring-Genuine, increasing in quality from 1 to 3.

INTERROGATORY NO. 2: For each of the BELLA'S ENGAGEMENT RING Goods, state the date that BELLA'S ENGAGEMENT RING was first used anywhere on or in connection with each such product.

RESPONSE: Bella's Engagement Ring was first used on or about July 18, 2008. Since that date, Infinite has developed the different versions of the ring and introduced them to market at different times. Infinite is reviewing its records at this time, and will supplement this response when exact dates for each version have been ascertained.

INTERROGATORY NO. 3: State the date of first sale anywhere of each product bearing or sold or offered under the BELLA'S ENGAGEMENT RING Mark.

RESPONSE: The official launch via the Twilight Teez website was on July 18, 2008. The current sales information available to Registrant does not provide a specific breakdown for each version of the ring. We are attempting to locate additional records that will allow us to identify sales dates for each version of the ring and will supplement these responses when the information is discovered.

INTERROGATORY NO. 4: For each of the BELLA'S ENGAGEMENT RING Goods, describe in detail the channels of trade and distribution in which such products are sold, or intended to be sold, including without limitation, the type of retailer or outlet in which each such product is sold or is distributed from or is intended to be sold.

RESPONSE: Sales were primarily generated in through Twilight Teez and then Infinite Jewelry Co.'s website. These sales were tracked and processed via storesonlinepro.com. Sales through these channels of trade were increased due to Stephenie Meyer listing the ring on her website and directing patrons of her website to Infinite Jewelry's website. There were also additional marketing opportunities provided by the media as they promoted the Twilight books.

INTERROGATORY NO. 5: For each of the BELLA'S ENGAGEMENT RING Goods, describe in detail the demographic market to which those products are sold or intended to be sold. Such description shall include the age, location, and mean household income of those purchasers who Registrant expects and/or intends to buy and use such products.

RESPONSE: Infinite did not limit its market to any specific demographic.

INTERROGATORY NO. 6: For each of the BELLA'S ENGAGEMENT RING Goods, describe in detail how that mark appears, or is intended to appear, on each such product,

including without limitation, the location and size of said mark, and how it is used in connection with the sale, distribution, or manufacture of each such product.

RESPONSE: Bella's Engagement ring is identified on Infinite's website with the trademark symbol.

INTERROGATORY NO. 7: State the date that Registrant selected and/or adopted the BELLA'S ENGAGEMENT RING Mark for use with the goods listed in the Registration, namely, jewelry, including, but not limited to, a representation of the engagement ring that Edward Cullen gave to Bella Swan.

RESPONSE: The process was ongoing in nature, but began as early as December 2007.

INTERROGATORY NO. 8: Identify all persons who were involved in, participated in, deciding upon, or offered suggestions for, the selection and/or adoption of the BELLA'S ENGAGEMENT RING Mark by Registrant.

RESPONSE: Multiple individuals at Twilight Teez, Infinite, and those associated with Stephenie Meyer were involved. Those individuals include, but are not limited to: Stephenie Meyer, Christian Myer, Shelli Ashton, Nancy Fuller, Todd Ashton, Lori Manning, Sharon Shade, and Brian Schade.

INTERROGATORY NO. 9: State all facts related to Registrant's awareness or knowledge of Petitioner's use of any of the BELLA Marks or marks including the term TWILIGHT, Petitioner's registrations of, or any applications to register, any of the BELLA Marks or marks including the term TWILIGHT, the *Twilight* Motion Pictures, the *Twilight* Novels, or Petitioner, at the time that Registrant selected and/or adopted, or filed the Registration to register, the BELLA'S ENGAGEMENT RING Mark, including, but not limited to, describing in detail what Registrant knew about any of the foregoing.

RESPONSE: Registrant objects to the request set forth in Interrogatory No. 9 inasmuch as it is unduly broad and overly burdensome. Notwithstanding said objection, any and all information obtained by Registrant came directly from Petitioner and Petitioner's representatives. As a result, all such information should already be in Petitioner's possession.

INTERROGATORY NO. 10: State all facts related to whether Registrant has ever conducted a trademark search of any kind (on-line, full search, or manual search of records of the U.S. Patent and Trademark Office or any other registrar of trademarks) relating to the BELLA'S ENGAGEMENT RING Mark or any other trademark containing the terms TWILIGHT, BELLA, BELLA'S BRACELET, BELLA'S CHARM BRACELET, or any other terms that constitute the names of the *Twilight* Motion Pictures or the *Twilight* Novels, including, but not limited to, identifying each such search report by providing the date on which the search was conducted, and stating whether any of the BELLA Marks, the *Twilight* Motion Pictures, the *Twilight* Novels, or Petitioner were uncovered or disclosed in any such search.

RESPONSE: Registrant objects to the request set forth in Interrogatory No. 10 inasmuch as it is overly broad and unduly burdensome. Further, Registrant is not currently in possession of any such information and is currently unable to respond. In the event any additional information is discovered that is responsive to this question, Registrant will supplement these materials.

INTERROGATORY NO. 11: Describe in detail the method of marketing and advertising of each of the BELLA'S ENGAGEMENT RING Goods.

RESPONSE: The rings were primarily marketed via the Twilight Teez website and then the Infinite website. Stephenie Meyer also marketed the rings by placing them on her website and specifically identifying them as officially licensed products and that Infinite had the legal right to sell the items. Infinite also coordinated with the Oprah Winfrey Show and participated in the special Twilight episode by donating 455 rings for each audience member. Additional marketing was accomplished via media outlets covering the popularity of the books, and the ring went "viral" due to the popularity of the book and multiple websites dedicated to the books.

INTERROGATORY NO. 12: State the retail price of each of the BELLA'S ENGAGEMENT RING Goods and/or the intended retail price for each such product. If Registrant does not know the retail price state the wholesale price of each of the BELLA'S ENGAGEMENT RING Goods and/or the intended wholesale price for each such product.

RESPONSE: Bella's Engagement Ring-Fashion \$45.00; Bella's Engagement Ring-Fine \$1,599.00; Bella's Engagement Ring-Genuine \$2,799.00.

INTERROGATORY NO. 13: State separately the annual and total amount spent by or on behalf of Registrant for advertising, promoting, or marketing the BELLA'S ENGAGEMENT RING Goods from the date of first use to present. If Registrant does not maintain records of the amounts spent on the advertisement and promotion of the BELLA'S ENGAGEMENT RING Goods, state the annual and monthly amount spent by or on behalf of Registrant for the advertisement and promotion of all of Registrant's products regardless of the mark or name applied to such products from the date of first use of the BELLA'S ENGAGEMENT RING Mark.

RESPONSE: To date, Registrant has not been able to identify this information. Registrant is attempting to locate this information, and will supplement this response when discovered.

INTERROGATORY NO. 14: Identify and describe in detail any marketing or advertising plans or programs of Registrant's directed toward or targeted to any particular trade, industry or consumer group for the BELLA'S ENGAGEMENT RING Goods, including but not limited to, identifying each such trade, industry, or consumer group.

RESPONSE: See response to Interrogatory No. 11 as well as the materials provided in Registrant's Initial Disclosures.

INTERROGATORY NO. 15: If Registrant has ever received any unfavorable comments, evaluations or information, or any criticism or complaints about the quality of the BELLA'S

ENGAGEMENT RING Goods, including, but not limited to, identifying each such trade, industry, or consumer group.

RESPONSE: Registrant is not currently aware of any such information, but assumes due to the number of items sold some consumers may have had some complaints.

INTERROGATORY NO. 16: Identify and describe in detail all instances in which Registrant received any requests, inquiries, or statements from any person relating to whether there is or was some relationship, association, affiliation, or license between Petitioner and Registrant, between the *Twilight* Motion Pictures or the *Twilight* Novels and Registrant, or between the goods or services offered by Petitioner and the BELLA'S ENGAGEMENT RING Goods, and for each instance, identify all individuals who have knowledge of the facts thereof, the context of each instance, and the date of each instance.

RESPONSE: Registrant objects to the request inasmuch as it is overly broad and unduly burdensome. Notwithstanding said objection, Registrant engaged in multiple communications with Stephenie Meyer and her representatives, as well as Petitioner's representatives regarding licensing, association, affiliation or relationships. All such communications should be in the possession of Petitioner.

INTERROGATORY NO. 17: State the total number of units manufactured of each product bearing, sold under or offered under the BELLA'S ENGAGEMENT RING Mark to date.

RESPONSE: The information currently available to Registrant only contains financial figures and not actual units sold. The financial information demonstrates that from November 2007 through August 2009 sales for Bella's Bracelet and Bella's Engagement Ring (all three versions) totaled \$968,665.00. Sales for the same items from September 2009 through April 2013 total \$402,024.00.

INTERROGATORY NO. 18: Separately state the total amount of sales, in units and dollars, of each product bearing or sold or offered under the BELLA'S ENGAGEMENT RING Mark.

RESPONSE: See Response to Interrogatory No. 17.

INTERROGATORY NO. 19: Identify all surveys, public opinion polls or any other forms of consumer research known to Registrant which refer, relate or pertain in any way to the BELLA'S ENGAGEMENT RING Mark, the BELLA Marks, the *Twilight* Motion Pictures, the *Twilight* Novels, or Petitioner.

RESPONSE: Registrant is not currently in possession of any such information.

INTERROGATORY NO. 20: Identify and describe in detail all media used by Registrant to run or publish anywhere any advertisements bearing or featuring the BELLA'S ENGAGEMENT RING Mark or the BELLA'S ENGAGEMENT RING Goods anywhere, including, but not limited to, the number of times each print advertisement was run or published, the time of day or

night each radio or television advertisement was run, and the location and size of each print advertisement in each publication or medium identified.

RESPONSE: Registrant objects to this request inasmuch as it is unduly broad and overly burdensome. Notwithstanding said objection, see Registrant's Initial Disclosures.

INTERROGATORY NO. 21: Identify and describe in detail all licensing agreements, production or manufacturing agreements, distribution agreements, finance agreements, or arrangements between Registrant and any third-party relating to any BELLA'S ENGAGEMENT RING Goods or the BELLA'S ENGAGEMENT RING Mark.

RESPONSE: Registrant objects to this request inasmuch as it is unduly broad and overly burdensome. Notwithstanding said objection, all such information currently in Registrant's possession has been provided as part of Registrant's Initial Disclosures. Registrant is attempting to locate copies of any documents not previously provided and will supplement this response if or when obtained.

INTERROGATORY NO. 22: Identify and describe in detail all cross-marketing agreements, website linking agreements, or other marketing or advertising arrangements between Registrant and any third party relating to any of the BELLA'S ENGAGEMENT RING Goods, including but not limited to, stating the date of each such agreement or arrangement, the term of each such agreement or arrangement, a description of the rights licensed or granted, and the types of goods or services relating to each such agreement.

RESPONSE: Any such agreements would have been limited to Twilight Teez and Stephenie Meyer. These agreements were informal in nature.

INTERROGATORY NO. 23: Identify all keywords, Adwords, or search terms purchased or bid on for the BELLA'S ENGAGEMENT RING Goods and all tags or other search terms attached to, associated with, or flagged for the BELLA'S ENGAGEMENT RING Goods.

RESPONSE: Respondent is currently unaware of any such information.

INTERROGATORY NO. 24: State all facts that relate to, support or negate Registrant's allegations in Paragraph 3 of Registrant's Answer denying that "Petitioner holds the exclusive right, as granted by Ms. Meyer, to produce and distribute the *Twilight* Motion Pictures, owns trademark, character names and other intellectual property relating to and derived from the *Twilight* Motion Pictures, including the name BELLA, and has the right to use intellectual property relating to and derived from the *Twilight* Novels."

RESPONSE: Petitioner's claim to intellectual property relating to the *Twilight* Motion pictures is in many instances junior to Registrant due to the fact that Ms. Meyer authorized Registrant to produce Bella's Engagement Ring and Bella's Bracelet prior in time to any potential authorization to Petitioner.

INTERROGATORY NO. 25: State all facts that relate to, support or negate Registrant's allegations in Paragraph 9 of Registrant's Answer that Registrant "has never associated BELLA'S ENGAGEMENT RING with The Twilight Saga Movies.

RESPONSE: Registrant objects to this request inasmuch as it is unduly broad and overly burdensome. Notwithstanding said objection: All of Registrant's actions in creating and developing Bella's Engagement Ring, Bella's Bracelet and other items associated with Ms. Meyer's novels have focused on accurately creating such products as described in the books, and not the movie. The movies differ in many instances from the descriptions in the books. It has at all times been Registrant's intent and desire to stay true to Ms. Meyer's descriptions in the books and to avoid any alterations made for the movies.

INTERROGATORY NO. 26: State all facts that relate to, support or negate Registrant's allegations in Paragraph 9 of Registrant's Answer that Registrant's "BELLA'S ENGAGEMENT RING is only directly association with The Twilight Series of books, not the movies, and there are significant differences between the two."

RESPONSE: Registrant objects to this request inasmuch as it is unduly broad and overly burdensome. Notwithstanding said objection: See response to Interrogatory No. 25.

INTERROGATORY NO. 27: State all facts that relate to, support or negate Registrant's allegations in Paragraph 9 of Registrant's Answer that Registrant "uses the terms Twilight and Bella's Bracelet under authorization granted and used prior to the trademarks claimed by Petitioner."

RESPONSE: Registrant objects to this request inasmuch as it is unduly broad and overly burdensome. Notwithstanding said objection: In October 2007 Registrant began collaborating with Stephenie Meyer and her representatives to produce Bella's Bracelet as described in the third book of the series. In November 2007 Ms. Meyer authorized the design and production of the bracelet. All of these actions were finalized prior to any agreement between Ms. Meyer and Petitioner. In November of 2007 Ms. Meyer's assured Registrant that any agreement with Petitioner only covers Twilight, so any items included in New Moon or Eclipse such as the bracelet and engagement ring are not affected and still can be used by Infinite. This email communication has been provided as part of Registrant's Initial Disclosures. Collaborative efforts for development of the bracelet and ring continued with Ms. Meyer for several years. These efforts included multiple emails and pictures exchanged between the parties. These communications have also been provided as part of Initial Disclosures. Ms. Meyer signed multiple certificates of authenticity for these products, and accepted first editions of the rings and bracelets for herself and her associates. Ms. Meyer also listed the products on her official website, and identified them as officially licensed and legally legitimate products.

INTERROGATORY NO. 28: State all facts that relate to, support or negate Registrant's allegations in Paragraph 10 of Registrant's Answer denying that "Registrant did not and does not have authorization from Stephenie Meyer or petitioner to register or use BELLA'S ENGAGEMENT RING for any goods or services, including jewelry."

RESPONSE: Registrant objects to this request inasmuch as it is unduly broad and overly burdensome. Notwithstanding said objection: See Response to Interrogatory No. 27.

INTERROGATORY NO. 29: State all facts that relate to, support or negate Registrant's allegations in Paragraph 10 of Registrant's Answer denying that "Registrant...does not have permission to use Twilight or Bella's Bracelet" from Stephenie Meyer or Petitioner.

RESPONSE: Registrant objects to this request inasmuch as it is unduly broad and overly burdensome. Notwithstanding said objection: See Response to Interrogatory No. 27.

INTERROGATORY NO. 30: State all facts that relate to, support or negate Registrant's allegations in Paragraph 11 of Registrant's Answer denying that "Registrant alleges that it has the right to use BELLA'S ENGAGEMENT RING for jewelry because Stephenie Meyer had previously authorized sale of a product representing to be a version of the engagement ring given to Bella Swan through a company named Twilight Teez, LLC, a company that no longer exists."

RESPONSE: Registrant objects to this request inasmuch as it is unduly broad and overly burdensome. Notwithstanding said objection: See Response to Interrogatory No. 27.

INTERROGATORY NO. 31: State all facts that relate to, support or negate Registrant's allegations in Paragraph 11 of Registrant's Answer denying that "Registrant is not the successor-in-interest to Twilight Teez, LLC in regard to any rights to sell a version of the engagement ring or use BELLA'S ENGAGEMENT RING because such rights were personal to Twilight Teez, LLC and such rights if any, were terminated when Twilight Teez, LLC went out of business in 2010."

RESPONSE: Registrant objects to this request inasmuch as it is unduly broad and overly burdensome. Notwithstanding said objection: See Response to Interrogatory No. 27.

INTERROGATORY NO. 32: State all facts that relate to, support or negate Registrant's allegations in Paragraph 11 of Registrant's Answer denying that "Registrant has no rights whatsoever to use any trademarks or other intellectual property associated with the *Twilight* Motion Pictures."

RESPONSE: Registrant objects to this request inasmuch as it is unduly broad and overly burdensome. Notwithstanding said objection: See Responses to Interrogatories No. 24 and 27.

INTERROGATORY NO. 33: State all facts that relate to, support or negate Registrant's allegations in Paragraph 17 of Registrant's Answer denying that the registration of the BELLA'S ENGAGEMENT RING Mark is likely to cause confusion, mistake or deception as to the source or origin of the BELLA'S ENGAGEMENT RING Goods offered under the BELLA'S ENGAGEMENT RING Mark, thereby injuring Petitioner and the consuming public and jeopardizing the valuable goodwill and reputation Petitioner has built up in connection with the BELLA Marks.

RESPONSE: Any such confusion, if it exists, will be a result of Petitioner's infringement upon Registrant's intellectual property rights which are senior and superior to any such rights held by Petitioner. See also Response to Interrogatory No. 24.

INTERROGATORY NO. 34: State all facts that relate to, support or negate Registrant's allegations in Paragraph 17 of Registrant's Answer denying that the registration of the BELLA'S ENGAGEMENT RING Mark is likely to draw a false association, sponsorship, connection, affiliation, or endorsement with Petitioner, the *Twilight* Motion Pictures, and intellectual property associated with the *Twilight* Motion Pictures.

RESPONSE: Any such confusion, if it exists, will be a result of Petitioner's infringement upon Registrant's intellectual property rights which are senior and superior to any such rights held by Petitioner. See also Response to Interrogatory No. 24.

INTERROGATORY NO. 35: State all facts that relate to, support or negate Registrant's allegations in Paragraph 17 of Registrant's Answer denying that the registration of BELLA'S ENGAGEMENT RING is likely to dilute the BELLA Marks.

RESPONSE: Registrant objects to this request inasmuch as it is unduly broad and overly burdensome. Notwithstanding said objection: See Responses to Interrogatories No. 24 and 27.

INTERROGATORY NO. 36: State all facts that relate to, support or negate Registrant's First Affirmative Defense as stated in Registrant's Answer.

RESPONSE: Registrant objects to this request inasmuch as it is unduly broad and overly burdensome. Notwithstanding said objection: See all responses to the Discovery Requests propounded by Petitioner as well as Registrant's Initial Disclosures.

INTERROGATORY NO. 37: State all facts that relate to, support or negate Registrant's Second Affirmative Defense as stated in Registrant's Answer.

RESPONSE: Registrant objects to this request inasmuch as it is unduly broad and overly burdensome. Notwithstanding said objection: Petitioner and its representatives engaged in multiple communications with Registrant wherein Petitioner agreed that Registrant was entitled to continue to produce, market, and sell jewelry as described in the book series. Petitioner and Registrant even engaged in negotiations to collaborate on jewelry together for both the books and the movies. Petitioner eventually decided not to pursue a joint effort, but represented that Registrant was free to pursue its business operations as they related to items in the book series. Many of these communications have been included in Registrant's Initial Disclosures, and all such information should already be in Petitioner's possession.

INTERROGATORY NO. 38: State all facts that relate to, support or negate Registrant's Third Affirmative Defense as stated in Registrant's Answer.

RESPONSE: Registrant objects to this request inasmuch as it is unduly broad and overly burdensome. Notwithstanding said objection: See responses to Interrogatory No. 37.

INTERROGATORY NO. 39: State all facts that relate to, support or negate Registrant's Fourth Affirmative Defense as stated in Registrant's Answer.

RESPONSE: Registrant objects to this request inasmuch as it is unduly broad and overly burdensome. Notwithstanding said objection: See responses to Interrogatories No. 27 and 37.

INTERROGATORY NO. 40: State all facts that relate to, support or negate Registrant's Fifth Affirmative Defense as stated in Registrant's Answer.

RESPONSE: Registrant objects to this request inasmuch as it is unduly broad and overly burdensome. Notwithstanding said objection: See responses to Interrogatory No. 37.

INTERROGATORY NO. 41: State all facts that relate to, support or negate Registrant's Sixth Affirmative Defense as stated in Registrant's Answer.

RESPONSE: Registrant objects to this request inasmuch as it is unduly broad and overly burdensome. Notwithstanding said objection: See responses to Interrogatories No. 27 and 37.

INTERROGATORY NO. 42: State all facts that relate to, support or negate Registrant's allegations in Paragraph 2 of Registrant's Counterclaim that Registrant "produces an engagement ring and bracelet described in the book *Eclipse*, Book Three of the Twilight Series."

RESPONSE: Registrant objects to this request inasmuch as it is unduly broad and overly burdensome. Notwithstanding said objection: See responses to Interrogatories No. 27 and 37.

INTERROGATORY NO. 43: State all facts that relate to, support or negate Registrant's allegations in Paragraph 3 of Registrant's Counterclaim that "Ms. Meyer granted the right to Infinite to produce and distribute the engagement ring and bracelet described in *Eclipse*."

RESPONSE: Registrant objects to this request inasmuch as it is unduly broad and overly burdensome. Notwithstanding said objection: See responses to Interrogatories No. 27 and 37.

INTERROGATORY NO. 44: State all facts that relate to, support or negate Registrant's allegations in Paragraph 3 of Registrant's Counterclaim that "Ms. Meyer worked closely with representatives of Infinite in designing and developing the jewelry items."

RESPONSE: Registrant objects to this request inasmuch as it is unduly broad and overly burdensome. Notwithstanding said objection: See responses to Interrogatory No. 27.

INTERROGATORY NO. 45: Identify and describe in detail all written or oral licensing agreements, production or manufacturing agreements, distribution agreements, finance agreements, or arrangements of any other kind between Registrant, on one hand, and Stephenie Meyer, Pancho Meyer or Twilight Teez, LLC, on the other hand, relating to any BELLA'S ENGAGEMENT RING Good, the BELLA'S ENGAGEMENT RING Mark, the BELLA Marks, any marks including the term TWILIGHT, and/or any mark derived from or associated with the *Twilight* Novels or Motion Pictures. Such description should include the date, material terms and

duration of such agreement or arrangement, whether such agreement or arrangement has been terminated, and if so, how and when.

RESPONSE: Registrant objects to this request inasmuch as it is unduly broad and overly burdensome. Notwithstanding said objection: See the information provided as part of Initial Disclosures. As additional information and material is discovered, Registrant will supplement this response.

INTERROGATORY NO. 46: Identify and describe in detail all advertising efforts that Registrant contends were undertaken by Stephenie Meyer or anyone acting on her behalf with respect to any BELLA'S ENGAGEMENT RING Goods or the BELLA'S ENGAGEMENT RING Mark, including, but not limited to, the conduct alleged in Paragraph 4 Registrant's Counterclaim.

RESPONSE: Ms. Meyer hand-signed 1,439 certificates of authenticity, many of which she did while on vacation, listed the products on her official website, provided a direct link to Infinite's website where the items could be purchased, and listed Infinite on her website as one of the companies who has the legal right to sell Twilight stuff.

INTERROGATORY NO. 47: State all facts that relate to, support or negate Registrant's allegations in Paragraph 6 of Registrant's Counterclaim that Registrant "was authorized by Ms. Meyer to register and use BELLA'S ENGAGEMENT RING for goods and services, including jewelry."

RESPONSE: Registrant objects to this request inasmuch as it is unduly broad and overly burdensome. Notwithstanding said objection: See responses to Interrogatories No. 27 and 46, as well as information provided as part of Initial Disclosures.

INTERROGATORY NO. 48: State all facts that relate to, support or negate Registrant's allegations in Paragraph 7 of Registrant's Counterclaim that "BELLA'S ENGAGEMENT RING is famous within the meaning of the Federal Dilution Act."

RESPONSE: Registrant objects to this request inasmuch as it is unduly broad and overly burdensome. Notwithstanding said objection: See response to Interrogatory No. 17 as well as the fact that *Twilight* novels have sold over 100 million copies.

INTERROGATORY NO. 49: State all facts that relate to, support or negate Registrant's allegations in Paragraph 14 of Registrant's Counterclaim that "[a]ll of Summit's claims to such intellectual property are junior to Infinite's rights."

RESPONSE: Registrant objects to this request inasmuch as it is unduly broad and overly burdensome. Notwithstanding said objection: See response to Interrogatory No. 27.

INTERROGATORY NO. 50: State all facts that relate to, support or negate Registrant's allegations in Paragraphs 18 and 19 of Registrant's Answer that Registrant will be damaged by the continued registration of the BELLA Marks.

RESPONSE: Registrant objects to this request inasmuch as it is unduly broad and overly burdensome. Notwithstanding said objection: See response to Interrogatory No. 27.

INTERROGATORY NO. 51: Identify all entities who are affiliates of Registrant, including all entities who own or control at least 25 percent of Registrant's business, or who are at least 25 percent owned by or controlled by Registrant or with whom Registrant shares any common officers or directors.

RESPONSE: There are no such entities.

INTERROGATORY NO. 52: Identify all persons who provided information for Registrant's responses to these Interrogatories, and for Registrant's responses to Petitioner's First Set of Requests for Admission, and Registrant's Responses to Petitioner's First Set of Request for Production of Documents served concurrently herewith.

RESPONSE: Nancy Fuller and Shelli Ashton.

DOCUMENT REQUESTS

REQUEST FOR PRODUCTION NO. 1: Representative samples of documents identifying each type of goods offered under or intended to be offered under the BELLA'S ENGAGEMENT RING Mark.

RESPONSE: See Registrant's Initial Disclosures.

REQUEST FOR PRODUCTION NO. 2: All documents relating to the date(s) of first use by Registrant of the BELLA'S ENGAGEMENT RING Mark.

RESPONSE: See Registrant's Initial Disclosures.

REQUEST FOR PRODUCTION NO. 3: All documents relating to the date of first sale of each product bearing or sold under the BELLA'S ENGAGEMENT RING Mark.

RESPONSE: See Registrant's Initial Disclosures.

REQUEST FOR PRODUCTION NO. 4: Specimens of all of website pages, labels, invoices, packing slips, tags, markings, nameplates, and the like, and/or advertising material that constitute the first use claimed for or intended first use of the BELLA'S ENGAGEMENT RING Mark.

RESPONSE: See Registrant's Initial Disclosures and www.infinitejewelryco.com.

REQUEST FOR PRODUCTION NO. 5: Two samples of each product bearing, sold under or intended to be sold under the BELLA'S ENGAGEMENT RING Mark.

RESPONSE: Registrant objects to this request due the value of the items requested. Pictures of these items have been provided as part of Registrant's Initial Disclosures, and pictures are available on the website.

REQUEST FOR PRODUCTION NO. 6: Representative samples of each type of label, hang tag, container, carton, tag, invoice, sticker, box, bag, packaging, and/or other means by which Registrant has applied or used or intends to apply or use the BELLA'S ENGAGEMENT RING Mark on or in connection with any goods.

RESPONSE: Any information responsive to this request that is in Registrant's possession has been provided as part of Initial Disclosures or are available on the website.

REQUEST FOR PRODUCTION NO. 7: Representative samples of all website pages, catalogs, brochures, fliers, sales meeting materials, broadcast publications (video and audio) and descriptive materials in general, from the date of first use to the present, relating to each of the BELLA'S ENGAGEMENT RING Goods.

RESPONSE: See Registrant's Initial Disclosures and website.

REQUEST FOR PRODUCTION NO. 8: All documents relating to the selection and adoption of the BELLA'S ENGAGEMENT RING Mark by Registrant and of the availability or clearance of such mark for use and/or registration by Registrant.

RESPONSE: See Registrant's Initial Disclosures.

REQUEST FOR PRODUCTION NO. 9: Representative samples of periodical publications in which the BELLA'S ENGAGEMENT RING Goods have been advertised, promoted, or featured anywhere, including without limitation magazines, newspapers, trade publications, and catalogues.

RESPONSE: See Registrant's Initial Disclosures.

REQUEST FOR PRODUCTION NO. 10: All documents relating to the channels of distribution and intended channels of distribution of each of the BELLA'S ENGAGEMENT RING Goods.

RESPONSE: See Registrant's Initial Disclosures.

REQUEST FOR PRODUCTION NO. 11: All documents identifying the type of retailer, store, or retail outlet, whether brick and mortar or online, which sells, offers for sale, intends to sell, promotes, or advertises any of the BELLA'S ENGAGEMENT RING Goods.

RESPONSE: See Registrant's Initial Disclosures.

REQUEST FOR PRODUCTION NO. 12: All documents that relate to, or identify, the market (i.e., type of purchaser), who Registrant expects and intends to actually buy and use the BELLA'S ENGAGEMENT RING Goods.

RESPONSE: No such documents are in Registrant's possession.

REQUEST FOR PRODUCTION NO. 13: All documents identifying any particular trade, industry, or consumer group toward which any marketing or advertising is directed or targeted for the BELLA'S ENGAGEMENT RING Goods.

RESPONSE: No such documents are in Registrant's possession.

REQUEST FOR PRODUCTION NO. 14: All documents relating to surveys, public opinion polls or any other forms of consumer research that relate in any way to the BELLA'S ENGAGEMENT RING Mark, the BELLA'S ENGAGEMENT RING Goods, the BELLA Marks, marks including the term TWILIGHT, Petitioner, the *Twilight* Motion Pictures, or the *Twilight* Novels.

RESPONSE: No such documents are in Registrant's possession.

REQUEST FOR PRODUCTION NO. 15: Representative samples of all invoices and purchase orders for the BELLA'S ENGAGEMENT RING Goods.

RESPONSE: See Registrant's Initial Disclosures.

REQUEST FOR PRODUCTION NO. 16: Representative samples of all documents relating to the shipment of goods bearing or sold under the BELLA'S ENGAGEMENT RING Mark.

RESPONSE: No such documents are in Registrant's possession.

REQUEST FOR PRODUCTION NO. 17: Representative samples of all documents relating to the importation of goods bearing or sold under the BELLA'S ENGAGEMENT RING Mark into the United States.

RESPONSE: No such documents are in Registrant's possession.

REQUEST FOR PRODUCTION NO. 18: Representative samples of all documents relating to the exportation of goods bearing or sold under the BELLA'S ENGAGEMENT RING Mark from the United States.

RESPONSE: No such documents are in Registrant's possession.

REQUEST FOR PRODUCTION NO. 19: All inventory reports, order forecasts, and sales forecasts referring or relating to goods bearing or sold under the BELLA'S ENGAGEMENT RING Mark.

RESPONSE: No such documents are in Registrant's possession.

REQUEST FOR PRODUCTION NO. 20: Documents sufficient to reflect the total sales of the BELLA'S ENGAGEMENT RING Goods in units and dollars.

RESPONSE: See Registrant's Initial Disclosures.

REQUEST FOR PRODUCTION NO. 21: Documents sufficient to identify the retail price or intended retail price of each product bearing, sold under or intended to be sold under the BELLA'S ENGAGEMENT RING Mark.

RESPONSE: See Registrant's Initial Disclosures and website.

REQUEST FOR PRODUCTION NO. 22: Documents sufficient to identify the wholesale price or intended wholesale price of each product bearing, sold under or intended to be sold under the BELLA'S ENGAGEMENT RING Mark.

RESPONSE: See Registrant's Initial Disclosures.

REQUEST FOR PRODUCTION NO. 23: Representative samples of all documents relating to marketing, promotion, or advertising of each of the BELLA'S ENGAGEMENT RING Goods, including but not limited to documents relating to Marketing and advertising plans or strategies for each such product or cumulatively for the BELLA'S ENGAGEMENT RING Goods.

RESPONSE: See Registrant's Initial Disclosures.

REQUEST FOR PRODUCTION NO. 24: All documents that relate to the method of marketing each of the BELLA'S ENGAGEMENT RING Goods.

RESPONSE: See Registrant's Initial Disclosures.

REQUEST FOR PRODUCTION NO. 25: Representative samples of all advertisements for each of the BELLA'S ENGAGEMENT RING Goods published, disseminated, distributed or available or intended to be published, disseminated, distributed or available.

RESPONSE: See Registrant's Initial Disclosures.

REQUEST FOR PRODUCTION NO. 26: All cross-marketing or co-branding agreements, or other marketing or advertising arrangements relating to the BELLA'S ENGAGEMENT RING Mark between Registrant and any third-party.

RESPONSE: No such documents are in Registrant's possession.

REQUEST FOR PRODUCTION NO. 27: All documents, for each year from the date(s) of first use to present, showing or from which it can be ascertained, the total amount Registrant has spent to market, advertise and/or promote the BELLA'S ENGAGEMENT RING Goods. If

Registrant does not maintain records of such amounts spent regarding the BELLA'S ENGAGEMENT RING Goods specifically, produce all documents relating to the total amount spent by Registrant or on behalf of Registrant to market, advertise and./or promote all of Registrant's goods regardless of the mark or name applied to such goods.

RESPONSE: No such documents are in Registrant's possession.

REQUEST FOR PRODUCTION NO. 28: All documents relating to any registration or application for registration of BELLA'E ENGAGEMENT RING by Registrant as a trademark, service mark, trade name, or fictitious business name in the U.S. Patent & Trademark Office, in any of the state of the United States, or in any governmental agency or department of the United States, or of any state, county, or city.

RESPONSE: Registrant objects to this request inasmuch as it calls for information protected by attorney-client privilege and the work product doctrine. Further, any information not subject to such protections is part of the public domain, and equally available to Petitioner.

REQUEST FOR PRODUCTION NO. 29: All documents relating to any registration or application for registration of BELLA'S ENGAGEMENT RING by Registrant as a trademark, service mark, trade name, or fictitious business name in any international or foreign governmental agency or department.

RESPONSE: Registrant objects to this request inasmuch as it calls for information protected by attorney-client privilege and the work product doctrine. Further, any information not subject to such protections is part of the public domain, and equally available to Petitioner.

REQUEST FOR PRODUCTION NO. 30: All documents relating to any registration or application for registration, in whole or in part, of BELLA'S ENGAGEMENT RING as a domain name or address on the internet or on any other computer network.

RESPONSE: No such documents exist.

REQUEST FOR PRODUCTION NO. 31: All documents reflecting or relating to any communications that Registrant has had, orally or in writing, with any person regarding Registrant's rights to use and/or registration, or the use, of the BELLA'S ENGAGEMENT RING Mark, the BELLA Marks, or any marks including the term TWILIGHT.

RESPONSE: See Registrant's Initial Disclosures.

REQUEST FOR PRODUCTION NO. 32: All documents evidencing, suggesting, or relating to any confusion between Registrant's BELLA'S ENGAGEMENT RING Goods, on the one hand, and any products or services offered under the BELLA Marks, on the other hand, or any perceived sponsorship or affiliation with or license or approval by Petitioner or Stephenie Meyer or the *Twilight* Motion Pictures or the *Twilight* Novels and the BELLA'S ENGAGEMENT RING Goods.

RESPONSE: See Registrant's Initial Disclosures.

REQUEST FOR PRODUCTION NO. 33: All documents relating to any demand made upon Registrant to abandon, modify, or alter its use of the BELLA'S ENGAGEMENT RING Mark, including all documents relating to Registrant's response(s) to any such demand(s).

RESPONSE: Registrant objects to this request inasmuch as any such documents were produced by Petitioner and are already in Petitioner's possession.

REQUEST FOR PRODUCTION NO. 34: All documents relating to any alternate marks that were considered by Registrant for use as a trademark, service mark, or trade name instead of the BELLA'S ENGAGEMENT RING Mark.

RESPONSE: No such documents exist.

REQUEST FOR PRODUCTION NO. 35: All assignments and license agreements relating to the BELLA'S ENGAGEMENT RING Mark, the BELLA Marks, or any marks including the term TWILIGHT, and all documents and correspondence relating thereto.

RESPONSE: See Registrant's Initial Disclosures.

REQUEST FOR PRODUCTION NO. 36: All organization charts or other documents which reflect the organization and operation structure of Registrant and its related entities or their predecessors.

RESPONSE: No such documents exist.

REQUEST FOR PRODUCTION NO. 37: All organization charts or other documents which reflect the organization and operation structure of all entities that are owned by, share common ownership with, or have an ownership or management interest in Registrant and its related entities.

RESPONSE: No such documents exist.

REQUEST FOR PRODUCTION NO. 38: All business plans of Registrant and its related entities for the BELLA'S ENGAGEMENT RING Mark or the BELLA'S ENGAGEMENT RING Goods.

RESPONSE: No such documents exist.

REQUEST FOR PRODUCTION NO. 39: All contracts between Registrant, on the one hand, and its (a) distributors of, (b) manufacturers of, and or (c) retailers for the BELLA'S ENGAGEMENT RING Goods, on the other hand.

RESPONSE: See Registrant's Initial Disclosures.

REQUEST FOR PRODUCTION NO. 40: All contracts between Registrant, on the one hand, and owners of content acquired or licensed for use, reprinting or publication in the BELLA'S ENGAGEMENT RING Goods.

RESPONSE: See Registrant's Initial Disclosures.

REQUEST FOR PRODUCTION NO. 41: All contracts, licensing agreements, web hosting agreements, linking agreements, website affiliation agreements, web design agreements, or other arrangements relating to the BELLA'S ENGAGEMENT RING Mark, BELLA'S ENGAGEMENT RING Goods, the BELLA Marks, or any marks including the term TWILIGHT between Registrant and any third-party.

RESPONSE: See Registrant's Initial Disclosures.

REQUEST FOR PRODUCTION NO. 42: All documents evidencing, reflecting to any complaints by third parties regarding the BELLA'S ENGAGEMENT RING Goods.

RESPONSE: Registrant is not in possession of any such documents.

REQUEST FOR PRODUCTION NO. 43: All emails, letters, notes, or other communications to or from Registrant or amongst or between Registrant's employees, consultants, management, Board of Directors, or officers relating to the BELLA Marks, any marks including the term TWILIGHT, Petitioner, the *Twilight* Motion Pictures, or the *Twilight* Novels.

RESPONSE: See Registrant's Initial Disclosures.

REQUEST FOR PRODUCTION NO. 44: All documents relating to the date that Registrant first became aware or acquired knowledge of Petitioner's use, registration, or intended registration of any of the BELLA Marks or products offered under the BELLA Marks.

RESPONSE: See Registrant's Initial Disclosures.

REQUEST FOR PRODUCTION NO. 45: All documents relating to the date that Registrant first became aware or acquired knowledge of Petitioner's use, registration, or intended registration of any marks consisting of or including the term TWILIGHT.

RESPONSE: See Registrant's Initial Disclosures.

REQUEST FOR PRODUCTION NO. 46: All documents relating to the date that Registrant first became aware or acquired knowledge of the *Twilight* Motion Pictures.

RESPONSE: See Registrant's Initial Disclosures.

REQUEST FOR PRODUCTION NO. 47: All documents relating to the date that Registrant first became aware or acquired knowledge of the *Twilight* Novels.

RESPONSE: See Registrant's Initial Disclosures.

REQUEST FOR PRODUCTION NO. 48: All documents that Registrant reviewed or upon which Registrant relied in the preparation of the Registration.

RESPONSE: Registrant objects to this request inasmuch as it calls for information protected by attorney-client privilege. For any documents not protected by said privilege, see Registrant's Initial Disclosures.

REQUEST FOR PRODUCTION NO. 49: All documents that Registrant reviewed or upon which Registrant relied in the preparation of Registrant's Answer and Counterclaim.

RESPONSE: Registrant objects to this request inasmuch as it calls for information protected by attorney-client privilege and the work product doctrine. For any documents not protected by said privileges, see Registrant's Initial Disclosures.

REQUEST FOR PRODUCTION NO. 50: All documents that Registrant reviewed or upon which Registrant relied in the preparation of Registrant's responses to Petitioner's First set of Interrogatories to Registrant.

RESPONSE: Registrant objects to this request inasmuch as it calls for information protected by attorney-client privilege and the work product doctrine. For any documents not protected by said privileges, see Registrant's Initial Disclosures.

REQUEST FOR PRODUCTION NO. 51: All documents that Registrant reviewed or upon which Registrant relied in the preparation of Registrant's responses to Petitioner's First set of Requests for Admission.

RESPONSE: Registrant objects to this request inasmuch as it calls for information protected by attorney-client privilege and the work product doctrine. For any documents not protected by said privileges, see Registrant's Initial Disclosures.

REQUEST FOR PRODUCTION NO. 52: All documents relating to the registration, purchase, acquisition, bid, or use of BELLA'S ENGAGEMENT RING or any other name, including the words "Twilight," "Bella," "Eclipse," "New Moon," "Breaking Dawn," "Summit," or "Stephenie Meyer" alone or with any other words as metadata, search terms, meta tags, keywords, search engine marketing terms, or other hidden terminology or technology in any website or in any search engine on the internet, or as an "AdWord" for Google, Yahoo or any other search engine on the internet, by or on behalf of Registrant.

RESPONSE: Registrant is not in possession of any such documents, and to the best of Registrant's knowledge, no such documents exist.

REQUEST FOR PRODUCTION NO. 53: Documents sufficient to identify the tags or search terms attached to, associated with, or flagged for the BELLA'S ENGAGEMENT RING Goods.

RESPONSE: Registrant is not in possession of any such documents, and to the best of Registrant's knowledge, no such documents exist.

REQUEST FOR PRODUCTION NO. 54: Documents sufficient to identify all internet domain names owned by Registrant.

RESPONSE: Registrant is not in possession of any such documents. To the best of Registrant's knowledge, the only domain name is infinitejewelry.com.

REQUEST FOR PRODUCTION NO. 55: All historic and current web pages for any website operated or owned by Registrant that display, use, or feature the BELLA'S ENGAGEMENT RING Mark or the BELLA'S ENGAGEMENT RING Goods.

RESPONSE: See Registrant's Initial Disclosures and website.

REQUEST FOR PRODUCTION NO. 56: All documents relating to traffic, including the number of visitors and number of "hits" to any website operated or owned by Registrant, that displayed or featured or currently displays or features the BELLA'S ENGAGEMENT RING Mark or the BELLA'S ENGAGEMENT RING Goods.

RESPONSE: Registrant is not in possession of any such documents, and to the best of Registrant's knowledge, no such documents exist.

REQUEST FOR PRODUCTION NO. 57: All historic and current web pages for any website operated or owned by Registrant that discuss this dispute or any authorization purportedly granted to Registrant to use the BELLA'S ENGAGEMENT RING Mark or any marks related to or derived from the *Twilight* Novels or Motion Pictures.

RESPONSE: See Registrant's Initial Disclosures.

REQUEST FOR PRODUCTION NO. 58: All artwork or other designs used or to be used with the BELLA'S ENGAGEMENT RING Mark for any goods.

RESPONSE: No such documents exist.

REQUEST FOR PRODUCTION NO. 59: All documents provided to any expert(s) retained by Registrant as testifying experts in this case.

RESPONSE: No such documents exist.

REQUEST FOR PRODUCTION NO. 60: All documents reflecting communications between Registrant and all testifying experts retained for this case.

RESPONSE: No such documents exist.

REQUEST FOR PRODUCTION NO. 61: All documents reflecting the meaning or connotation of the BELLA'S ENGAGEMENT RING Mark.

RESPONSE: See Registrant's Initial Disclosures.

REQUEST FOR PRODUCTION NO. 62: All documents reflecting agreements or contracts between Registrant and Petitioner regarding Registrant's use and/or registration of any intellectual property associated with or related to Petitioner, the *Twilight* Motion Pictures, or the *Twilight* Novels.

RESPONSE: See Registrant's Initial Disclosures.

REQUEST FOR PRODUCTION NO. 63: All documents that relate to, support or negate Registrant's allegations in Paragraph 3 of Registrant's Answer denying that "Petitioner hold the exclusive right, as granted by Ms. Meyer, to produce and distribute the *Twilight* Motion Pictures, owns trademark, character names and other intellectual property relating to and derived from the *Twilight* Motion Pictures, including the name BELLA, and has the right to use intellectual property relating to and derived from the *Twilight* Novels."

RESPONSE: See Registrant's Initial Disclosures.

REQUEST FOR PRODUCTION NO. 64: All documents that relate to, support or negate Registrant's allegations in Paragraph 8 of Registrant's Answer denying that Petitioner's BELLA TWILIGHT, BELL and BELLA'S CHARM BRACELET are famous within the meaning of the Federal Trademark Dilution Act.

RESPONSE: Registrant is not in possession of any such documents.

REQUEST FOR PRODUCTION NO. 65: All documents that relate to, support or negate Registrant's allegations in Paragraph 9 of Registrant's Answer that Registrant "has never associated BELLA'S ENGAGEMENT RING with the Twilight Saga Movies."

RESPONSE: See Registrant's Initial Disclosures.

REQUEST FOR PRODUCTION NO. 66: All documents that relate to, support or negate Registrant's allegations in Paragraph 9 of Registrant's Answer that Registrant's "BELLA'S ENGAGEMENT RING is only directly associated with The Twilight Series of books, not the movies, and there are significant differences between the two."

RESPONSE: See Registrant's Initial Disclosures and the novels written by Stephenie Meyer.

REQUEST FOR PRODUCTION NO. 67: All documents that relate to, support or negate Registrant's allegations in Paragraph 9 of Registrant's Answer that Registrant "uses the terms Twilight and Bella's Bracelet under authorization granted and used prior to the trademarks claimed by Petitioner."

RESPONSE: See Registrant's Initial Disclosures.

REQUEST FOR PRODUCTION NO. 68: All documents that relate to, support or negate Registrant's allegations in Paragraph 10 of Registrant's Answer denying that "Registrant did not and does not have authorization from Stephenie Meyer or Petitioner to register or use BELLA'S ENGAGEMENT RING for any goods or services, including jewelry."

RESPONSE: See Registrant's Initial Disclosures.

REQUEST FOR PRODUCTION NO. 69: All documents that relate to, support or negate Registrant's allegations in Paragraph 10 of Registrant's Answer denying that "Registrant...does not have permission to use TWILIGH or BELLA'S BRACELET" from Stephenie Meyer or Petitioner.

RESPONSE: See Registrant's Initial Disclosures.

REQUEST FOR PRODUCTION NO. 70: All documents that relate to, support or negate Registrant's allegations in Paragraph 11 of Registrant's Answer denying that "Registrant alleges that it has the right to use BELLA'S ENGAGEMENT RING for jewelry because Stephenie Meyer had previously authorized sale of a product representing to be a version of the engagement ring given to Bella Swan through a company named Twilight Teez, LLC, a company that no longer exists."

RESPONSE: See Registrant's Initial Disclosures.

REQUEST FOR PRODUCTION NO. 71: All documents that relate to, support or negate Registrant's allegations in Paragraph 11 of Registrant's Answer denying that "Registrant alleges that it is the successor-in-interest to Twilight Teez, LLC."

RESPONSE: See Registrant's Initial Disclosures.

REQUEST FOR PRODUCTION NO. 72: All documents that relate to, support or negate Registrant's allegations in Paragraph 11 of Registrant's Answer denying that "Registrant is not the successor-in-interest to Twilight Teez, LLC in regard to any rights to sell a version of the engagement ring or use BELLA'S ENGAGEMENT RING because such rights were personal to Twilight Teez, LLC and such rights, if any, were terminated when Twilight Teez, LLC went out of business in 2010."

RESPONSE: See Registrant's Initial Disclosures.

REQUEST FOR PRODUCTION NO. 73: All documents that relate to, support or negate Registrant's allegations in Paragraph 12 of Registrant's Answer denying that "Registrant has no rights whatsoever to use any trademarks or other intellectual property associated with the *Twilight* Motion Pictures."

RESPONSE: See Registrant's Initial Disclosures.

REQUEST FOR PRODUCTION NO. 74: All documents that relate to, support or negate Registrant's allegations in Paragraph 13 of Registrant's Answer denying that "Registrant's contention that it has permission from Stephenie Meyer to use BELLA, BELLA'S ENGAGEMENT RING, BELLA'S BRACELET, and TWILIGHT for jewelry is fictional" and that "[n]o such permission ever existed."

RESPONSE: See Registrant's Initial Disclosures.

REQUEST FOR PRODUCTION NO. 75: All documents that relate to, support or negate Registrant's allegations in Paragraph 17 of Registrant's Answer denying that the registration of the BELLA'S ENGAGEMENT RING Mark is (a) likely to cause confusion, mistake, or deception as to the source or origin of the BELLA'S ENGAGEMENT RING Goods offered under the BELLA'S ENGAGEMENT RING Mark, thereby injuring Petitioner and the consuming public and jeopardizing the valuable goodwill and reputation Petitioner has built up in connection with the BELLA Marks, (b) likely to draw a false association, sponsorship, connection, affiliation, or endorsement with Petitioner, the *Twilight* Motion Pictures, and intellectual property associated with the *Twilight* Motion Pictures, and (c) likely to dilute Petitioner's BELLA Marks.

RESPONSE: See Registrant's Initial Disclosures.

REQUEST FOR PRODUCTION NO. 76: All documents that relate to, support or negate Registrant's allegations in Paragraphs 17 and 18 of Registrant's Answer denying that Petitioner will be damaged by the registration of the BELLA'S ENGAGEMENT RING Mark.

RESPONSE: See Registrant's Initial Disclosures.

REQUEST FOR PRODUCTION NO. 77: All documents that relate to, support or negate Registrant's First Affirmative Defense as stated in Registrant's Answer.

RESPONSE: See Registrant's Initial Disclosures.

REQUEST FOR PRODUCTION NO. 78: All documents that relate to, support or negate Registrant's Second Affirmative Defense as stated in Registrant's Answer.

RESPONSE: See Registrant's Initial Disclosures.

REQUEST FOR PRODUCTION NO. 79: All documents that relate to, support or negate Registrant's Third Affirmative Defense as stated in Registrant's Answer.

RESPONSE: See Registrant's Initial Disclosures.

REQUEST FOR PRODUCTION NO. 80: All documents that relate to, support or negate Registrant's Fourth Affirmative Defense as stated in Registrant's Answer.

RESPONSE: See Registrant's Initial Disclosures.

REQUEST FOR PRODUCTION NO. 81: All documents that relate to, support or negate Registrant's Fifth Affirmative Defense as stated in Registrant's Answer.

RESPONSE: See Registrant's Initial Disclosures.

REQUEST FOR PRODUCTION NO. 82: All documents that relate to, support or negate Registrant's Sixth Affirmative Defense as stated in Registrant's Answer.

RESPONSE: See Registrant's Initial Disclosures.

REQUEST FOR PRODUCTION NO. 83: All documents that relate to, support or negate Registrant's alleged intellectual property rights in the BELLA Marks, any marks including the term TWILIGHT, or any other marks derived from or related to the *Twilight* Motion Pictures or *Twilight* Novels.

RESPONSE: See Registrant's Initial Disclosures.

REQUEST FOR PRODUCTION NO. 84: All documents that relate to, support or negate any alleged marketing or advertising efforts by Stephenie Meyer (or anyone acting on her behalf of any goods offered under, or intended to be offered under, the BELLA'S ENGAGEMENT RING Mark, including, but not limited to, the conduct alleged in Paragraph 4 of Registrant's Counterclaim.

RESPONSE: See Registrant's Initial Disclosures.

REQUEST FOR PRODUCTION NO. 85: All documents reflecting or relating to any communications that Registrant has had, orally or in writing, with Stephenie Meyer, Pancho Meyer, or any other person acting or purporting to act on Ms. Meyer's or Mr. Meyer's behalf, including, but not limited to, communications regarding Registrant's use, registration, or right to use and/or register the BELLA'S ENGAGEMENT RING Mark, the BELLA Marks, any marks including the term TWILIGHT, or any other marks derived from or related to the *Twilight* Motion Pictures or *Twilight* Novels.

RESPONSE: See Registrant's Initial Disclosures.

REQUEST FOR PRODUCTION NO. 86: All documents reflecting agreements or contracts, oral or written, between Registrant, on the one hand, and Stephenie Meyer, Pancho Meyer, or any other person acting or purporting to act on Ms. Meyer's or Mr. Meyer's behalf, including, but not limited to, communications regarding Registrant's use, registration, or right to use and/or register the BELLA'S ENGAGEMENT RING Mark, the BELLA Marks, any marks including the term TWILIGHT, or any other marks derived from or related to the *Twilight* Motion Pictures or *Twilight* Novels.

RESPONSE: See Registrant's Initial Disclosures.

REQUEST FOR PRODUCTION NO. 87: All documents reflecting agreements or contracts, oral or written, between Registrant and Twilight Teez, LLC.

RESPONSE: See Registrant's Initial Disclosures.

REQUEST FOR PRODUCTION NO. 88: All documents reflecting agreements or contracts, oral or written, between Twilight Teez, LLC, on the one hand, and Stephenie Meyer, Pancho Meyer, or any other person acting or purporting to act on Ms. Meyer's or Mr. Meyer's behalf, on the other hand.

RESPONSE: See Registrant's Initial Disclosures.

REQUEST FOR PRODUCTION NO. 89: All documents evidencing, reflecting, or relating to any complaints by third parties regarding Twilight Teez.

RESPONSE: Registrant is not in possession of any such documents, and is not aware that any such documents exist.

REQUEST FOR PRODUCTION NO. 90: All documents evidencing, reflecting, or relating to the period of time during which Twilight Teez manufactured, distributed, marketed and/or sold any goods derived from or related to the *Twilight* Motion Pictures or *Twilight* Novels.

RESPONSE: See Registrant's Initial Disclosures.

REQUEST FOR PRODUCTION NO. 91: All documents that relate to, support or negate Registrant's allegations in Paragraph 3 of Registrant's Counterclaim that Registrant "produces an engagement ring and bracelet described in the book *Eclipse*, Book Three of the Twilight Series."

RESPONSE: See Registrant's Initial Disclosures.

REQUEST FOR PRODUCTION NO. 92: All documents that relate to, support or negate Registrant's allegations in Paragraph 2 of Registrant's Counterclaim that "Ms. Meyer granted the right to Infinite to produce and distribute the engagement ring and bracelet described in *Eclipse*."

RESPONSE: See Registrant's Initial Disclosures.

REQUEST FOR PRODUCTION NO. 93: All documents that relate to, support or negate Registrant's allegations in Paragraph 3 of Registrant's Counterclaim that "Ms. Meyer worked closely with representatives of Infinite in designing and developing the jewelry items."

RESPONSE: See Registrant's Initial Disclosures.

REQUEST FOR PRODUCTION NO. 94: All documents that relate to, support or negate Registrant's allegations in Paragraph 6 of Registrant's Counterclaim that Registrant "was authorized by Ms. Meyer to register and use BELLA'S ENGAGEMENT RING for goods and services, including jewelry."

RESPONSE: See Registrant's Initial Disclosures.

REQUEST FOR PRODUCTION NO. 95: All documents that relate to, support or negate Registrant's allegations in Paragraph 7 of Registrant's Counterclaim that "BELLA'S ENGAGEMENT RING is famous within the meaning of the Federal Dilution Act."

RESPONSE: See Registrant's Initial Disclosures and the *Twilight* novels written by Stephenie Meyer.

REQUEST FOR PRODUCTION NO. 96: All documents that relate to, support or negate Registrant's allegations in Paragraph 14 of Registrant's Counterclaim that "[a]ll of Summit's claims to such intellectual property are junior to Infinite's rights."

RESPONSE: See Registrant's Initial Disclosures.

REQUEST FOR PRODUCTION NO. 97: All documents evidencing, reflecting, or relating any alleged additional federal registrations and/or pending applications owned by Registrant for marks related to or derived from the *Twilight* Novels or *Twilight* Motion Pictures.

RESPONSE: Any such documents are available to Petitioner via the Trademark Electronic Search System.

REQUEST FOR PRODUCTION NO. 98: All documents that support or negate Registrant's belief that it may sell or offer products under the names or trademarks TWILIGHT or BELLA or any other trademark or name associated with the *Twilight* Motion Pictures or the *Twilight* Novels.

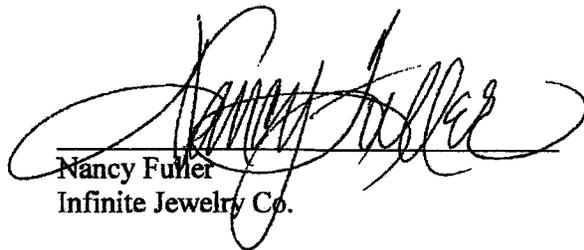
RESPONSE: See Registrant's Initial Disclosures.

SIGNED and DATED this 8th day of July, 2013.

HEIDEMAN, MCKAY & HEUGLY, PLLC



R. BRETT EVANSON
Attorney for Registrant



Nancy Fuller
Infinite Jewelry Co.

EXHIBIT D

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

<p>SUMMIT ENTERTAINMENT, LLC, Petitioner,</p> <p>vs.</p> <p>INFINITE JEWELRY CO. L.L.C., Registrant.</p>	<p>RESPONSE TO PETITIONER AND COUNTER CLAIM DEFENDANT SUMMIT ENTERTAINMENT, LLC'S FIRST SET OF REQUESTS FOR ADMISSION</p> <p>Cancellation No. 92056644 Registration No. 3721102</p>
<p>INFINITE JEWELRY CO. L.L.C., Counterclaimant,</p> <p>vs.</p> <p>SUMMIT ENTERTAINMENT, LLC, Counterclaim Defendants.</p>	

COMES NOW Registrant, by and through counsel of record, and pursuant to Federal Rule of Civil Procedure 36, hereby provides Registrant's Responses to Petitioner and Counter Claim Defendant Summit Entertainment, LLC's First Set of Requests for Admission.

PRELIMINARY STATEMENT

These responses reflect Registrant's current understanding, belief and analysis with regard to the matters requested in these Requests for Admission. Registrant's investigation, analysis and discovery in this case are not complete, and Registrant may obtain additional information. Registrant has not completed all trial preparations. Therefore, these responses are given without prejudice to Registrant producing evidence of any subsequently discovered facts. Registrant also expressly reserves the right to assert any additional factual allegations or legal contentions as additional facts are discovered and analyzed. The reservation of the right to supplement, alter, amend, and/or otherwise modify these discovery responses in no way imposes an obligation on Registrant to do so unless said information is applicable to the Requests for Admission which have been made.

To the extent that Registrant has not objected to a given request, Registrant has made a reasonable and good faith effort to respond to all requests. Registrant's responses and objections consist of its current understanding and interpretation of the requests. If Petitioner subsequently asserts an interpretation of any of the requests propounded herein, Registrant reserves the right, without obligating himself to do so, to supplement his responses and/or objections.

GENERAL OBJECTIONS

1. Registrant objects to the instructions provided by Petitioner to the extent they seek to impose obligations different from or in addition to those imposed by the Federal Rules of Civil Procedure.
2. Registrant objects to the requests to the extent that they invade the attorney-client privilege, the protections afforded by the work-product doctrine or any other legally recognized privilege, immunity, or that is exempt from discovery. Inadvertent production of any such protected information shall not constitute a waiver of right to assert the applicability of any privilege or immunity associated with such information. Any such information, and all copies or images thereof, shall be returned to Registrant's counsel immediately upon discovery thereof.
3. Registrant objects to the requests that seek information that is irrelevant to the subject matter of this lawsuit or that is not reasonably calculated to lead to the discovery of admissible evidence.
4. Registrant objects to the requests to the extent that they seek production of publicly available information, information that could be obtained more readily from other sources of information that is otherwise readily available to Petitioner or information that has already been produced.
5. Registrant objects to the requests to the extent that they require a legal conclusion. Registrant's responses in no way should be construed as waiving any legal arguments that may exist.
6. Registrant objects to the requests to the extent that they are overly broad, unduly burdensome, and/or unreasonably cumulative or duplicative in nature.
7. Registrant objects to the requests to the extent that they seek information already in Petitioner's possession or control, or in the possession or control of third-parties.
8. The General Objections are expressly incorporated by reference into each of the individual answers and responses below.

REQUESTS FOR ADMISSION

REQUEST FOR ADMISSION NO. 1: Petitioner is the producer of the motion picture *Twilight*.

RESPONSE: Registrant is without sufficient information to admit or deny the allegation set forth in Request No. 1 and therefore denies the same.

REQUEST FOR ADMISSION NO. 2: Petitioner is the producer of the motion picture *The Twilight Saga: New Moon*.

RESPONSE: Registrant is without sufficient information to admit or deny the allegation set forth in Request No. 2 and therefore denies the same.

REQUEST FOR ADMISSION NO. 3: Petitioner is the producer of the motion picture *The Twilight: Saga: Eclipse*.

RESPONSE: Registrant is without sufficient information to admit or deny the allegation set forth in Request No. 3 and therefore denies the same.

REQUEST FOR ADMISSION NO. 4: Petitioner is the producer of the motion picture *The Twilight: Breaking Dawn – Part 1*.

RESPONSE: Registrant is without sufficient information to admit or deny the allegation set forth in Request No. 4 and therefore denies the same.

REQUEST FOR ADMISSION NO. 5: Petitioner is the producer of the motion picture *The Twilight: Breaking Dawn – Part 2*.

RESPONSE: Registrant is without sufficient information to admit or deny the allegation set forth in Request No. 5 and therefore denies the same.

REQUEST FOR ADMISSION NO. 6: Registrant's BELLA'S ENGAGEMENT RING Mark refers to the character named "Bella Swan" in the motion picture *Twilight*.

RESPONSE: Admit to the extent that BELLA'S ENGAGEMENT RING Mark refers to the character named "Bella Swan" from the book *Twilight*, upon whom subsequent books and movies reference.

REQUEST FOR ADMISSION NO. 7: Registrant's BELLA'S ENGAGEMENT RING Mark refers to the character named "Bella Swan" in the motion picture *The Twilight Saga: New Moon*.

RESPONSE: Admit to the extent that BELLA'S ENGAGEMENT RING Mark refers to the character named "Bella Swan" from the book *Twilight*, upon whom subsequent books and movies reference.

REQUEST FOR ADMISSION NO. 8: Registrant's BELLA'S ENGAGEMENT RING Mark refers to the character named "Bella Swan" in the motion picture *The Twilight Saga: Eclipse*.

RESPONSE: Admit to the extent that BELLA'S ENGAGEMENT RING Mark refers to the character named "Bella Swan" from the book *Twilight*, upon whom subsequent books and movies reference.

REQUEST FOR ADMISSION NO. 9: Registrant's BELLA'S ENGAGEMENT RING Mark refers to the character named "Bella Swan" in the motion picture *The Twilight Saga: Breaking Dawn – Part 1*.

RESPONSE: Admit to the extent that BELLA'S ENGAGEMENT RING Mark refers to the character named "Bella Swan" from the book *Twilight*, upon whom subsequent books and movies reference.

REQUEST FOR ADMISSION NO. 10: Registrant's BELLA'S ENGAGEMENT RING Mark refers to the character named "Bella Swan" in the motion picture *The Twilight Saga: Breaking Dawn – Part 2*.

RESPONSE: Admit to the extent that BELLA'S ENGAGEMENT RING Mark refers to the character named "Bella Swan" from the book *Twilight*, upon whom subsequent books and movies reference.

REQUEST FOR ADMISSION NO. 11: Registrant's BELLA'S ENGAGEMENT RING Mark refers to the character named "Bella Swan" in the novel *Twilight* written by Stephenie Meyer.

RESPONSE: Admit.

REQUEST FOR ADMISSION NO. 12: Registrant's BELLA'S ENGAGEMENT RING Mark refers to the character named "Bella Swan" in the novel *New Moon* written by Stephenie Meyer.

RESPONSE: Admit.

REQUEST FOR ADMISSION NO. 13: Registrant's BELLA'S ENGAGEMENT RING Mark refers to the character named "Bella Swan" in the novel *Eclipse* written by Stephenie Meyer.

RESPONSE: Admit.

REQUEST FOR ADMISSION NO. 14: Registrant's BELLA'S ENGAGEMENT RING Mark refers to the character named "Bella Swan" in the novel *Breaking Dawn* written by Stephenie Meyer.

RESPONSE: Admit.

REQUEST FOR ADMISSION NO. 15: The motion picture *Twilight* is popular with teenagers.

RESPONSE: Respondent is not in a position to determine what is popular with teenagers and therefore denies the same.

REQUEST FOR ADMISSION NO. 16: The motion picture *Twilight* is famous.

RESPONSE: Respondent is not in a position to determine what is famous and therefore denies the same.

REQUEST FOR ADMISSION NO. 17: The motion picture *The Twilight Saga: New Moon* is popular with teenagers.

RESPONSE: Respondent is not in a position to determine what is popular with teenagers and therefore denies the same.

REQUEST FOR ADMISSION NO. 18: The motion picture *The Twilight Saga: New Moon* is famous.

RESPONSE: Respondent is not in a position to determine what is famous and therefore denies the same.

REQUEST FOR ADMISSION NO. 19: The motion picture *The Twilight Saga: Eclipse* is popular with teenagers.

RESPONSE: Respondent is not in a position to determine what is popular with teenagers and therefore denies the same.

REQUEST FOR ADMISSION NO. 20: The motion picture *The Twilight Saga: Eclipse* is famous.

RESPONSE: Respondent is not in a position to determine what is famous and therefore denies the same.

REQUEST FOR ADMISSION NO. 21: The motion picture *The Twilight Saga: Breaking Dawn – Part 1* is popular with teenagers.

RESPONSE: Respondent is not in a position to determine what is popular with teenagers and therefore denies the same.

REQUEST FOR ADMISSION NO. 22: The motion picture *The Twilight Saga: Breaking Dawn – Part 1* is famous.

RESPONSE: Respondent is not in a position to determine what is famous and therefore denies the same.

REQUEST FOR ADMISSION NO. 23: The motion picture *The Twilight Saga: Breaking Dawn – Part 2* is popular with teenagers.

RESPONSE: Respondent is not in a position to determine what is popular with teenagers and therefore denies the same.

REQUEST FOR ADMISSION NO. 24: The motion picture *The Twilight Saga: Breaking Dawn – Part 2* is famous.

RESPONSE: Respondent is not in a position to determine what is famous and therefore denies the same.

REQUEST FOR ADMISSION NO. 25: The novel *Twilight* is popular with teenagers.

RESPONSE: Respondent is not in a position to determine what is popular with teenagers and therefore denies the same.

REQUEST FOR ADMISSION NO. 26: The novel *Twilight* is famous.

RESPONSE: Respondent is not in a position to determine what is famous and therefore denies the same.

REQUEST FOR ADMISSION NO. 27: The novel *New Moon* is popular with teenagers.

RESPONSE: Respondent is not in a position to determine what is popular with teenagers and therefore denies the same.

REQUEST FOR ADMISSION NO. 28: The novel *New Moon* is famous.

RESPONSE: Respondent is not in a position to determine what is famous and therefore denies the same.

REQUEST FOR ADMISSION NO. 29: The novel *Eclipse* is popular with teenagers.

RESPONSE: Respondent is not in a position to determine what is popular with teenagers and therefore denies the same.

REQUEST FOR ADMISSION NO. 30: The novel *Eclipse* is famous.

RESPONSE: Respondent is not in a position to determine what is famous and therefore denies the same.

REQUEST FOR ADMISSION NO. 31: The novel *Breaking Dawn* is popular with teenagers.

RESPONSE: Respondent is not in a position to determine what is popular with teenagers and therefore denies the same.

REQUEST FOR ADMISSION NO. 32: The novel *Breaking Dawn* is famous.

RESPONSE: Respondent is not in a position to determine what is famous and therefore denies the same.

REQUEST FOR ADMISSION NO. 33: Each of the *Twilight* Motion Pictures features a character named Edward Cullen.

RESPONSE: Admit.

REQUEST FOR ADMISSION NO. 34: Each of the *Twilight* Motion Pictures features a character named Bella Swan.

RESPONSE: Admit.

REQUEST FOR ADMISSION NO. 35: Each of the *Twilight* novels features a character named Edward Cullen.

RESPONSE: Admit.

REQUEST FOR ADMISSION NO. 36: Each of the *Twilight* novels features a character named Bella Swan.

RESPONSE: Admit.

REQUEST FOR ADMISSION NO. 37: Registrant's intended customers for the Jewelry are fans of the *Twilight* Motion Pictures.

RESPONSE: Deny. Registrant's intended customers for the Jewelry are fans of Stephanie Myer's novels.

REQUEST FOR ADMISSION NO. 38: Registrant's intended customers for the Jewelry are fans of the *Twilight* novels.

RESPONSE: Admit.

REQUEST FOR ADMISSION NO. 39: Registrant's intended customers for the Jewelry are teenagers.

RESPONSE: Deny. Registrant has never limited its customer base to teenagers.

REQUEST FOR ADMISSION NO. 40: August 31, 2008 predates Registrant's selection the BELLA'S ENGAGEMENT RING Mark.

RESPONSE: Deny.

REQUEST FOR ADMISSION NO. 41: August 31, 2008 predates Registrant's first use of the BELLA'S ENGAGEMENT RING Mark.

RESPONSE: Deny.

REQUEST FOR ADMISSION NO. 42: August 31, 2008 predates the date that the application underlying the Registration was filed.

RESPONSE: Admit.

REQUEST FOR ADMISSION NO. 43: October 29, 2008 predates Registrant's selection the BELLA'S ENGAGEMENT RING Mark.

RESPONSE: Deny.

REQUEST FOR ADMISSION NO. 44: October 29, 2008 predates Registrant's first use of the BELLA'S ENGAGEMENT RING Mark.

RESPONSE: Deny.

REQUEST FOR ADMISSION NO. 45: October 29, 2008 predates the application underlying the Registration was filed.

RESPONSE: Admit.

REQUEST FOR ADMISSION NO. 46: November 21, 2008 predates Registrant's selection the BELLA'S ENGAGEMENT RING Mark.

RESPONSE: Deny.

REQUEST FOR ADMISSION NO. 47: November 21, 2008 predates Registrant's first use of the BELLA'S ENGAGEMENT RING Mark.

RESPONSE: Deny.

REQUEST FOR ADMISSION NO. 48: November 21, 2008 predates the date that the application underlying the Registration was filed.

RESPONSE: Admit.

REQUEST FOR ADMISSION NO. 49: Registrant was aware of use of the BELLA'S CHARM BRACELET Mark prior to its selection of the BELLA'S ENGAGEMENT RING Mark.

RESPONSE: Deny.

REQUEST FOR ADMISSION NO. 50: Registrant was aware of use of the BELLA'S CHARM BRACELET Mark prior to its first use of the BELLA'S ENGAGEMENT RING Mark.

RESPONSE: Deny.

REQUEST FOR ADMISSION NO. 51: Registrant was aware of use of the BELLA'S CHARM BRACELET Mark prior filing its application underlying the Registration.

RESPONSE: Deny.

REQUEST FOR ADMISSION NO. 52: Registrant was aware of the pending application to register the BELLA'S CHARM BRACELET Mark prior to its selection of the BELLA'S ENGAGEMENT RING Mark.

RESPONSE: Deny.

REQUEST FOR ADMISSION NO. 53: Registrant was aware of the pending application to register the BELLA'S CHARM BRACELET Mark prior to its first use of the BELLA'S ENGAGEMENT RING Mark.

RESPONSE: Deny.

REQUEST FOR ADMISSION NO. 54: Registrant was aware of the pending application to register the BELLA'S CHARM BRACELET Mark prior to filing its application underlying the Registration.

RESPONSE: Deny.

REQUEST FOR ADMISSION NO. 55: Registrant was aware of the theatrical release of *Twilight* prior to its selection of the BELLA'S ENGAGEMENT RING Mark.

RESPONSE: Deny.

REQUEST FOR ADMISSION NO. 56: Registrant was aware of the theatrical release of *Twilight* prior to its first use of the BELLA'S ENGAGEMENT RING Mark.

RESPONSE: Deny.

REQUEST FOR ADMISSION NO. 57: Registrant was aware of the theatrical release of *Twilight* prior to filing its application underlying the Registration.

RESPONSE: Admit.

REQUEST FOR ADMISSION NO. 58: Registrant was aware of Petitioner's intent to release a sequel to *Twilight* prior to selecting the BELLA'S ENGAGEMENT RING Mark.

RESPONSE: Deny.

REQUEST FOR ADMISSION NO. 59: Registrant was aware of Petitioner's intent to release a sequel to *Twilight* prior to its first use of the BELLA'S ENGAGEMENT RING Mark.

RESPONSE: Deny.

REQUEST FOR ADMISSION NO. 60: Registrant was aware of Petitioner's intent to release a sequel to *Twilight* prior to filing its application underlying the Registration.

RESPONSE: Deny.

REQUEST FOR ADMISSION NO. 61: Registrant selected the BELLA'S ENGAGEMENT RING Mark to trade on Petitioner's goodwill in Petitioner's BELLA'S CHARM BRACELET Mark.

RESPONSE: Deny.

REQUEST FOR ADMISSION NO. 62: Registrant selected the BELLA'S ENGAGEMENT RING Mark to associate its Mark with Petitioner's BELLA'S CHARM BRACELET Mark.

RESPONSE: Deny.

REQUEST FOR ADMISSION NO. 63: Registrant is using the BELLA'S ENGAGEMENT RING Mark to trade on Petitioner's goodwill in Petitioner's BELLA'S CHARM BRACELET Mark.

RESPONSE: Deny.

REQUEST FOR ADMISSION NO. 64: Registrant is using the BELLA'S ENGAGEMENT RING Mark to associate its Mark with Petitioner's BELLA'S CHARM BRACELET Mark.

RESPONSE: Deny.

REQUEST FOR ADMISSION NO. 65: Registrant is using the BELLA'S ENGAGEMENT RING Mark to trade on Petitioner's goodwill in Petitioner's BELLA TWILIGHT Mark.

RESPONSE: Deny.

REQUEST FOR ADMISSION NO. 66: Registrant is using the BELLA'S ENGAGEMENT RING Mark to associate its Mark with Petitioner's BELLA TWILIGHT Mark.

RESPONSE: Deny.

REQUEST FOR ADMISSION NO. 67: Registrant selected the BELLA'S ENGAGEMENT RING Mark to trade on the success of the *Twilight* Novels.

RESPONSE: Admit.

REQUEST FOR ADMISSION NO. 68: Registrant selected the BELLA'S ENGAGEMENT RING Mark to associate its Mark with the *Twilight* Novels.

RESPONSE: Admit.

REQUEST FOR ADMISSION NO. 69: Registrant is using the BELLA'S ENGAGEMENT RING Mark to trade on the success of the *Twilight* Novels.

RESPONSE: Admit.

REQUEST FOR ADMISSION NO. 70: Registrant is using the BELLA'S ENGAGEMENT RING Mark to associate its Mark with the *Twilight* Novels.

RESPONSE: Admit.

REQUEST FOR ADMISSION NO. 71: Registrant is using the BELLA'S ENGAGEMENT RING Mark to trade on the success of the *Twilight* Motion Pictures.

RESPONSE: Deny.

REQUEST FOR ADMISSION NO. 72: Registrant is using the BELLA'S ENGAGEMENT RING Mark to associate its Mark with the *Twilight* Motion Pictures.

RESPONSE: Deny.

REQUEST FOR ADMISSION NO. 73: Registrant selected the BELLA'S ENGAGEMENT RING Mark to trade on the success of the *Twilight* Motion Pictures.

RESPONSE: Deny.

REQUEST FOR ADMISSION NO. 74: Registrant is using the BELLA'S ENGAGEMENT RING Mark to trade on the success of the *Twilight* Motion Pictures.

RESPONSE: Deny.

REQUEST FOR ADMISSION NO. 75: Registrant selected the BELLA'S ENGAGEMENT RING Mark to associate its Mark with the *Twilight* motion picture.

RESPONSE: Deny.

REQUEST FOR ADMISSION NO. 76: Registrant is using the BELLA'S ENGAGEMENT RING Mark to associate its Mark with the *Twilight* motion picture.

RESPONSE: Deny.

REQUEST FOR ADMISSION NO. 77: Registrant is using the BELLA'S ENGAGEMENT RING Mark to trade on the success of *The Twilight Saga: New Moon*.

RESPONSE: Deny.

REQUEST FOR ADMISSION NO. 78: Registrant is using the BELLA'S ENGAGEMENT RING Mark to associate its Mark with *The Twilight Saga: New Moon*.

RESPONSE: Deny.

REQUEST FOR ADMISSION NO. 79: Registrant is using the BELLA'S ENGAGEMENT RING Mark to trade on the success of *The Twilight Saga: Eclipse*.

RESPONSE: Deny.

REQUEST FOR ADMISSION NO. 80: Registrant is using the BELLA'S ENGAGEMENT RING Mark to associate its Mark with *The Twilight Saga: Eclipse*.

RESPONSE: Deny.

REQUEST FOR ADMISSION NO. 81: Registrant is using the BELLA'S ENGAGEMENT RING Mark to trade on the success of *The Twilight Saga: Breaking Dawn – Part 1*.

RESPONSE: Deny.

REQUEST FOR ADMISSION NO. 82: Registrant is using the BELLA'S ENGAGEMENT RING Mark to associate its Mark with *The Twilight Saga: Breaking Dawn – Part 1*.

RESPONSE: Deny.

REQUEST FOR ADMISSION NO. 83: Registrant is using the BELLA'S ENGAGEMENT RING Mark to trade on the success of *The Twilight Saga: Breaking Dawn – Part 2*.

RESPONSE: Deny.

REQUEST FOR ADMISSION NO. 84: Registrant is using the BELLA'S ENGAGEMENT RING Mark to associate its Mark with *The Twilight Saga: Breaking Dawn – Part 2*.

RESPONSE: Deny.

REQUEST FOR ADMISSION NO. 85: Petitioner did not authorize Registrant to register the BELLA'S ENGAGEMENT RING Mark.

RESPONSE: Admit.

REQUEST FOR ADMISSION NO. 86: Stephenie Meyer did not authorize Registrant to register the BELLA'S ENGAGEMENT RING Mark.

RESPONSE: Deny.

REQUEST FOR ADMISSION NO. 87: Twilight Teez, LLC did not authorize Registrant to register the BELLA'S ENGAGEMENT RING Mark.

RESPONSE: Deny.

REQUEST FOR ADMISSION NO. 88: Petitioner did not authorize Registrant to use the BELLA'S ENGAGEMENT RING Mark.

RESPONSE: Admit.

REQUEST FOR ADMISSION NO. 89: Stephenie Meyer did not authorize Registrant to use the BELLA'S ENGAGEMENT RING Mark.

RESPONSE: Deny.

REQUEST FOR ADMISSION NO. 90: Twilight Teez, LLC did not authorize Registrant to use the BELLA'S ENGAGEMENT RING Mark.

RESPONSE: Deny.

REQUEST FOR ADMISSION NO. 91: Petitioner did not authorize Registrant to use Petitioner's BELLA'S CHARM BRACELET Mark.

RESPONSE: Admit.

REQUEST FOR ADMISSION NO. 92: Stephenie Meyer did not authorize Registrant to use Petitioner's BELLA'S CHARM BRACELET Mark.

RESPONSE: Deny.

REQUEST FOR ADMISSION NO. 93: Twilight Teez, LLC did not authorize Registrant to use Petitioner's BELLA'S CHARM BRACELET Mark.

RESPONSE: Deny.

REQUEST FOR ADMISSION NO. 94: Petitioner did not authorize Registrant to use Petitioner's BELLA TWILIGHT Mark.

RESPONSE: Admit.

REQUEST FOR ADMISSION NO. 95: Stephenie Meyer did not authorize Registrant to use Petitioner's BELLA TWILIGHT Mark.

RESPONSE: Admit.

REQUEST FOR ADMISSION NO. 96: Twilight Teez, LLC did not authorize Registrant to use Petitioner's BELLA TWILIGHT Mark.

RESPONSE: Admit.

REQUEST FOR ADMISSION NO. 97: Petitioner did not authorize Registrant to use the trademark TWILIGHT.

RESPONSE: Registrant is currently unaware of any registration of the trademark TWILIGHT by Petitioner, and therefore denies the same.

REQUEST FOR ADMISSION NO. 98: Stephenie Meyer did not authorize Registrant to use the trademark TWILIGHT.

RESPONSE: Admit.

REQUEST FOR ADMISSION NO. 99: Twilight Teez, LLC did not authorize Registrant to use the trademark TWILIGHT.

RESPONSE: Admit.

REQUEST FOR ADMISSION NO. 100: Petitioner did not authorize Registrant to use the trademark BELLA.

RESPONSE: Admit.

REQUEST FOR ADMISSION NO. 101: Stephenie Meyer did not authorize Registrant to use the trademark BELLA.

RESPONSE: Deny.

REQUEST FOR ADMISSION NO. 102: Twilight Teez, LLC did not authorize Registrant to use the trademark BELLA.

RESPONSE: Deny.

REQUEST FOR ADMISSION NO. 103: Petitioner did not authorize Registrant to use the trademark BELLA'S BRACELET.

RESPONSE: Admit.

REQUEST FOR ADMISSION NO. 104: Stephenie Meyer did not authorize Registrant to use the trademark BELLA'S BRACELET.

RESPONSE: Deny.

REQUEST FOR ADMISSION NO. 105: Twilight Teez, LLC did not authorize Registrant to use the trademark BELLA'S BRACELET.

RESPONSE: Deny.

REQUEST FOR ADMISSION NO. 106: Petitioner's trademark BELLA TWILIGHT is famous.

RESPONSE: Registrant admits that the phrase "Bella Twilight" is famous, but denies any allegation that Petitioner's claim to the trademark is valid.

REQUEST FOR ADMISSION NO. 107: Petitioner's trademark BELLA is famous.

RESPONSE: Registrant admits that the term "Bella" is famous, but denies any allegation that Petitioner's claim to the trademark is valid.

REQUEST FOR ADMISSION NO. 108: Petitioner's trademark BELLA'S CHARM BRACELET is famous.

RESPONSE: Registrant admits that the phrase "Bella's Charm Bracelet" is famous, but denies any allegation that Petitioner's claim to the trademark is valid.

REQUEST FOR ADMISSION NO. 109: Petitioner's trademark BELLA TWILIGHT is famous.

RESPONSE: Registrant admits that the phrase "Bella Twilight" is famous, but denies any allegation that Petitioner's claim to the trademark is valid.

REQUEST FOR ADMISSION NO. 110: Registrant uses BELLA'S ENGAGEMENT RING for jewelry directly associated with the *Twilight* Motion Pictures.

RESPONSE: Deny.

REQUEST FOR ADMISSION NO. 111: Registrant uses BELL'S ENGAGEMENT RING for jewelry directly associated with the *Twilight* Novels.

RESPONSE: Admit.

REQUEST FOR ADMISSION NO. 112: Registrant's Jewelry is a representation of the engagement ring that Edward Cullen gave to Bella Swan in the novel *Eclipse*.

RESPONSE: Admit.

REQUEST FOR ADMISSION NO. 113: Twilight Teez, LLC no longer exists.

RESPONSE: Registrant is without sufficient information or knowledge to admit the allegation set forth herein and therefore denies the same.

REQUEST FOR ADMISSION NO. 114: Registrant is the successor-in-interest to Twilight Teez, LLC.

RESPONSE: Registrant objects to Request No. 114 inasmuch as it lacks specificity. Registrant therefore denies the allegations contained therein.

REQUEST FOR ADMISSION NO. 115: Registrant is not the successor-in-interest to Twilight Teez, LLC.

RESPONSE: Registrant objects to Request No. 114 inasmuch as it lacks specificity. Registrant therefore denies the allegations contained therein.

REQUEST FOR ADMISSION NO. 116: Any rights of Twilight Teez, LLC to sell a version of the engagement ring that Edward Cullen gave to Bella Swan in the novel *Eclipse* terminated.

RESPONSE: Registrant is without sufficient information to admit or deny, and therefore denies the same.

REQUEST FOR ADMISSION NO. 117: Any right of Twilight Teez, LLC to use the BELLA'S ENGAGEMENT RING Mark terminated.

RESPONSE: Registrant is without sufficient information to admit or deny, and therefore denies the same.

REQUEST FOR ADMISSION NO. 118: Any right granted to Twilight Teez, LLC by Stephenie Meyer terminated.

RESPONSE: Registrant is without sufficient information to admit or deny, and therefore denies the same.

REQUEST FOR ADMISSION NO. 119: Twilight Teez, LLC has ceased exploiting any rights to sell a version of the engagement ring that Edward Cullen gave to Bella Swan in the novel *Eclipse*.

RESPONSE: Registrant is without sufficient information to admit or deny, and therefore denies the same.

REQUEST FOR ADMISSION NO. 120: Twilight Teez, LLC has ceased exploiting any rights to use the BELLA'S ENGAGEMENT RING Mark.

RESPONSE: Registrant is without sufficient information to admit or deny, and therefore denies the same.

REQUEST FOR ADMISSION NO. 121: Twilight Teez, LLC has ceased exploiting any rights granted to it by Stephenie Meyer.

RESPONSE: Registrant is without sufficient information to admit or deny, and therefore denies the same.

REQUEST FOR ADMISSION NO. 122: Registrant has no rights to use any trademarks associated with the *Twilight* Motion Pictures.

RESPONSE: Deny.

REQUEST FOR ADMISSION NO. 123: Registrant has no rights to use any intellectual property associated with the *Twilight* Motion Pictures.

RESPONSE: Deny.

REQUEST FOR ADMISSION NO. 124: Petitioner has built up a valuable goodwill in connection with its BELLA TWILIGHT Mark.

RESPONSE: Registrant does not have sufficient information to admit or deny, and therefore denies the same.

REQUEST FOR ADMISSION NO. 125: Petitioner has built up a valuable goodwill in connection with its BELLA Mark.

RESPONSE: Registrant does not have sufficient information to admit or deny, and therefore denies the same.

REQUEST FOR ADMISSION NO. 126: Petitioner has built up a valuable goodwill in connection with its BELLA'S CHARM BRACELT Mark.

RESPONSE: Registrant does not have sufficient information to admit or deny, and therefore denies the same.

REQUEST FOR ADMISSION NO. 127: Registrant has disclaimed the exclusive right to use the term "ENGAGEMENT RING" apart from the BELLA'S ENGAGEMENT RING Mark.

RESPONSE: Admit.

REQUEST FOR ADMISSION NO. 128: The term "ENGAGEMENT RING" as used in conjunction with the BELLA'S ENGAGEMENT RING Goods is descriptive.

RESPONSE: Admit.

REQUEST FOR ADMISSION NO. 129: The BELLA'S ENGAGEMENT RING Mark is similar in appearance to Petitioner's BELLA TWILIGHT Mark.

RESPONSE: Deny.

REQUEST FOR ADMISSION NO. 130: The BELLA'S ENGAGEMENT RING Mark is similar in sound to Petitioner's BELLA TWILIGHT Mark.

RESPONSE: Deny.

REQUEST FOR ADMISSION NO. 131: The BELLA'S ENGAGEMENT RING Mark is similar in connotation to Petitioner's BELLA TWILIGHT Mark.

RESPONSE: Deny.

REQUEST FOR ADMISSION NO. 132: The BELLA'S ENGAGEMENT RING Mark is similar in commercial impression to Petitioner's BELLA TWILIGHT Mark.

RESPONSE: Deny.

REQUEST FOR ADMISSION NO. 133: The BELLA'S ENGAGEMENT RING Mark is similar in appearance to Petitioner's BELLA Mark.

RESPONSE: Deny.

REQUEST FOR ADMISSION NO. 134: The BELLA'S ENGAGEMENT RING Mark is similar in sound to Petitioner's BELLA Mark.

RESPONSE: Deny.

REQUEST FOR ADMISSION NO. 135: The BELLA'S ENGAGEMENT RING Mark is similar in connotation to Petitioner's BELLA Mark.

RESPONSE: Deny.

REQUEST FOR ADMISSION NO. 136: The BELLA'S ENGAGEMENT RING Mark is similar in commercial impression to Petitioner's BELLA Mark.

RESPONSE: Deny.

REQUEST FOR ADMISSION NO. 137: The BELLA'S ENGAGEMENT RING Mark is similar in appearance to Petitioner's BELLA'S CHARM BRACELET Mark.

RESPONSE: Deny.

REQUEST FOR ADMISSION NO. 138: The BELLA'S ENGAGEMENT RING Mark is similar in sound to Petitioner's BELLA'S CHARM BRACELET Mark.

RESPONSE: Deny.

REQUEST FOR ADMISSION NO. 139: The BELLA'S ENGAGEMENT RING Mark is similar in connotation to Petitioner's BELLA'S CHARM BRACELET Mark.

RESPONSE: Deny.

REQUEST FOR ADMISSION NO. 140: The BELLA'S ENGAGEMENT RING Mark is similar in commercial impression to Petitioner's BELLA'S CHARM BRACELET Mark.

RESPONSE: Deny.

REQUEST FOR ADMISSION NO. 141: The BELLA'S ENGAGEMENT RING Mark is intended to be similar in appearance to Petitioner's BELLA TWILIGHT Mark.

RESPONSE: Deny.

REQUEST FOR ADMISSION NO. 142: The BELLA'S ENGAGEMENT RING Mark is intended to be similar in sound to Petitioner's BELLA TWILIGHT Mark.

RESPONSE: Deny.

REQUEST FOR ADMISSION NO. 143: The BELLA'S ENGAGEMENT RING Mark is intended to be similar in connotation to Petitioner's BELLA TWILIGHT Mark.

RESPONSE: Deny.

REQUEST FOR ADMISSION NO. 144: The BELLA'S ENGAGEMENT RING Mark is intended to be similar in commercial impression to Petitioner's BELLA TWILIGHT Mark.

RESPONSE: Deny.

REQUEST FOR ADMISSION NO. 145: The BELLA'S ENGAGEMENT RING Mark is intended to be similar in appearance to Petitioner's BELLA Mark.

RESPONSE: Deny.

REQUEST FOR ADMISSION NO. 146: The BELLA'S ENGAGEMENT RING Mark is intended to be similar in sound to Petitioner's BELLA Mark.

RESPONSE: Deny.

REQUEST FOR ADMISSION NO. 147: The BELLA'S ENGAGEMENT RING Mark is intended to be similar in connotation to Petitioner's BELLA Mark.

RESPONSE: Deny.

REQUEST FOR ADMISSION NO. 148: The BELLA'S ENGAGEMENT RING Mark is intended to be similar in commercial impression to Petitioner's BELLA Mark.

RESPONSE: Deny.

REQUEST FOR ADMISSION NO. 149: The BELLA'S ENGAGEMENT RING Mark is intended to be similar in appearance to Petitioner's BELLA'S CHARM BRACELET Mark.

RESPONSE: Deny.

REQUEST FOR ADMISSION NO. 150: The BELLA'S ENGAGEMENT RING Mark is intended to be similar in sound to Petitioner's BELLA'S CHARM BRACELET Mark.

RESPONSE: Deny.

REQUEST FOR ADMISSION NO. 151: The BELLA'S ENGAGEMENT RING Mark is intended to be similar in connotation to Petitioner's BELLA'S CHARM BRACELET Mark.

RESPONSE: Deny.

REQUEST FOR ADMISSION NO. 152: The BELLA'S ENGAGEMENT RING Mark is intended to be similar in commercial impression to Petitioner's BELLA'S CHARM BRACELET Mark.

RESPONSE: Deny.

REQUEST FOR ADMISSION NO. 153: Petitioner and Registrant have no written agreement with each other.

RESPONSE: Admit.

REQUEST FOR ADMISSION NO. 154: Petitioner and Registrant have no oral agreement with each other.

RESPONSE: Admit.

REQUEST FOR ADMISSION NO. 155: Registrant is not using the BELLA'S ENGAGEMENT RING Mark pursuant to authority granted to it by Petitioner.

RESPONSE: Admit.

REQUEST FOR ADMISSION NO. 156: Registrant is not using the BELLA'S ENGAGEMENT RING Mark pursuant to authority granted to it by Stephenie Meyer.

RESPONSE: Deny.

REQUEST FOR ADMISSION NO. 157: Registrant is not using the BELLA'S ENGAGEMENT RING Mark pursuant to authority granted to it by Twilight Teez, LLC.

RESPONSE: Deny.

REQUEST FOR ADMISSION NO. 158: Registrant entered into an Agreement for Product Sales with Twilight Teez, LLC dated November 2007.

RESPONSE: Admit.

REQUEST FOR ADMISSION NO. 159: The Agreement for Product Sales between Registrant and Twilight Teez, LLC dated November 2007 has terminated.

RESPONSE: Admit.

REQUEST FOR ADMISSION NO. 160: Registrant entered into an Agreement for Product Sales with Twilight Teez, LLC dated March 2009.

RESPONSE: Admit.

REQUEST FOR ADMISSION NO. 161: The Agreement for Product Sales between Registrant and Twilight Teez, LLC dated March 2009 has terminated.

RESPONSE: Admit.

REQUEST FOR ADMISSION NO. 162: Other than the Agreement for Product Sales dated November 2007 and/or the Agreement for Product Sales dated March 2009, there have been no other written agreements between Registrant and Twilight Teez, LLC.

RESPONSE: Deny.

REQUEST FOR ADMISSION NO. 163: Other than the Agreement for Product Sales dated November 2007 and/or the Agreement for Product Sales dated March 2009, there have been no other oral agreements between Registrant and Twilight Teez, LLC.

RESPONSE: Deny.

REQUEST FOR ADMISSION NO. 164: Twilight Teez, LLC did not assign to Registrant any rights that it acquired from Stephenie Meyer.

RESPONSE: Deny.

REQUEST FOR ADMISSION NO. 165: Twilight Teez, LLC is no longer in business.

RESPONSE: Registrant is without sufficient information to admit or deny, and therefore denies the same.

REQUEST FOR ADMISSION NO. 166: Twilight Teez, LLC went out of business at least as early as 2010.

RESPONSE: Registrant is without sufficient information to admit or deny, and therefore denies the same.

REQUEST FOR ADMISSION NO. 167: Twilight Teez, LLC's website is no longer operational.

RESPONSE: Registrant is without sufficient information to admit or deny, and therefore denies the same.

REQUEST FOR ADMISSION NO. 168: Twilight Teez, LLC's website does not offer any products for sale.

RESPONSE: Registrant is without sufficient information to admit or deny, and therefore denies the same.

REQUEST FOR ADMISSION NO. 169: Twilight Teez, LLC's website does not promote any products for sale.

RESPONSE: Registrant is without sufficient information to admit or deny, and therefore denies the same.

REQUEST FOR ADMISSION NO. 170: Twilight Teez, LLC's website does not advertise any products for sale.

RESPONSE: Registrant is without sufficient information to admit or deny, and therefore denies the same.

REQUEST FOR ADMISSION NO. 171: Twilight Teez, LLC's website does not market any products for sale.

RESPONSE: Registrant is without sufficient information to admit or deny, and therefore denies the same.

REQUEST FOR ADMISSION NO. 172: Registrant has no written advertising agreement with Stephenie Meyer relating to the BELLA'S ENGAGEMENT RING Mark.

RESPONSE: Deny.

REQUEST FOR ADMISSION NO. 173: Registrant has no oral advertising agreement with Stephenie Meyer relating to the BELLA'S ENGAGEMENT RING Mark.

RESPONSE: Deny.

REQUEST FOR ADMISSION NO. 174: Registrant has no written advertising agreement with Stephenie Meyer relating to the BELLA TWILIGHT Mark.

RESPONSE: Deny.

REQUEST FOR ADMISSION NO. 175: Registrant has no oral advertising agreement with Stephenie Meyer relating to the BELLA TWILIGHT Mark.

RESPONSE: Deny.

REQUEST FOR ADMISSION NO. 176: Registrant has no written advertising agreement with Stephenie Meyer relating to the BELLA Mark.

RESPONSE: Deny.

REQUEST FOR ADMISSION NO. 177: Registrant has no oral advertising agreement with Stephenie Meyer relating to the BELLA Mark.

RESPONSE: Deny.

REQUEST FOR ADMISSION NO. 178: Registrant has no written advertising agreement with Stephenie Meyer relating to the BELLA'S CHARM BRACELET Mark.

RESPONSE: Deny.

REQUEST FOR ADMISSION NO. 179: Registrant has no oral advertising agreement with Stephenie Meyer relating to the BELLA'S CHARM BRACELET Mark.

RESPONSE: Deny.

REQUEST FOR ADMISSION NO. 180: Registrant has no written advertising agreement with Stephenie Meyer relating to the trademark TWILIGHT.

RESPONSE: Deny.

REQUEST FOR ADMISSION NO. 181: Registrant has no oral advertising agreement with Stephenie Meyer relating to the TWILIGHT.

RESPONSE: Deny.

REQUEST FOR ADMISSION NO. 182: Registrant has no written advertising agreement with Stephenie Meyer relating to the BELLA'S BRACELET.

RESPONSE: Deny.

REQUEST FOR ADMISSION NO. 183: Registrant has no oral advertising agreement with Stephenie Meyer relating to the BELLA'S BRACELET.

RESPONSE: Deny.

REQUEST FOR ADMISSION NO. 184: Registrant has no written promotional agreement with Stephenie Meyer relating to the BELLA'S ENGAGEMENT RING Mark.

RESPONSE: Deny.

REQUEST FOR ADMISSION NO. 185: Registrant has no oral promotional agreement with Stephenie Meyer relating to the BELLA'S ENGAGEMENT RING Mark.

RESPONSE: Deny.

REQUEST FOR ADMISSION NO. 186: Registrant has no written promotional agreement with Stephenie Meyer relating to the BELLA TWILIGHT Mark.

RESPONSE: Deny.

REQUEST FOR ADMISSION NO. 187: Registrant has no oral promotional agreement with Stephenie Meyer relating to the BELLA TWILIGHT Mark.

RESPONSE: Deny.

REQUEST FOR ADMISSION NO. 188: Registrant has no written promotional agreement with Stephenie Meyer relating to the BELLA Mark.

RESPONSE: Deny.

REQUEST FOR ADMISSION NO. 189: Registrant has no oral promotional agreement with Stephenie Meyer relating to the BELLA Mark.

RESPONSE: Deny.

REQUEST FOR ADMISSION NO. 190: Registrant has no written promotional agreement with Stephenie Meyer relating to the BELLA'S CHARM BRACELET Mark.

RESPONSE: Deny.

REQUEST FOR ADMISSION NO. 191: Registrant has no oral promotional agreement with Stephenie Meyer relating to the BELLA'S CHARM BRACELET Mark.

RESPONSE: Deny.

REQUEST FOR ADMISSION NO. 192: Registrant has no written promotional agreement with Stephenie Meyer relating to the trademark TWILIGHT.

RESPONSE: Deny.

REQUEST FOR ADMISSION NO. 193: Registrant has no oral promotional agreement with Stephenie Meyer relating to the trademark TWILIGHT.

RESPONSE: Deny.

REQUEST FOR ADMISSION NO. 194: Registrant has no written promotional agreement with Stephenie Meyer relating to the BELLA'S BRACELET.

RESPONSE: Deny.

REQUEST FOR ADMISSION NO. 195: Registrant has no oral promotional agreement with Stephenie Meyer relating to the BELLA'S BRACELET.

RESPONSE: Deny.

REQUEST FOR ADMISSION NO. 196: Registrant has no written licensing agreement with Stephenie Meyer relating to the BELLA'S ENGAGEMENT RING Mark.

RESPONSE: Deny.

REQUEST FOR ADMISSION NO. 197: Registrant has no oral licensing agreement with Stephenie Meyer relating to the BELLA'S ENGAGEMENT RING Mark.

RESPONSE: Deny.

REQUEST FOR ADMISSION NO. 198: Registrant has no written licensing agreement with Stephenie Meyer relating to the BELLA TWILIGHT Mark.

RESPONSE: Deny.

REQUEST FOR ADMISSION NO. 199: Registrant has no oral licensing agreement with Stephenie Meyer relating to the BELLA TWILIGHT Mark.

RESPONSE: Deny.

REQUEST FOR ADMISSION NO. 200: Registrant has no written licensing agreement with Stephenie Meyer relating to the BELLA Mark.

RESPONSE: Deny.

REQUEST FOR ADMISSION NO. 201: Registrant has no oral licensing agreement with Stephenie Meyer relating to the BELLA Mark.

RESPONSE: Deny.

REQUEST FOR ADMISSION NO. 202: Registrant has no written licensing agreement with Stephenie Meyer relating to the BELLA'S CHARM BRACELET Mark.

RESPONSE: Deny.

REQUEST FOR ADMISSION NO. 203: Registrant has no oral licensing agreement with Stephenie Meyer relating to the BELLA'S CHARM BRACELET Mark.

RESPONSE: Deny.

REQUEST FOR ADMISSION NO. 204: Registrant has no written licensing agreement with Stephenie Meyer relating to the trademark TWILIGHT.

RESPONSE: Deny.

REQUEST FOR ADMISSION NO. 205: Registrant has no oral licensing agreement with Stephenie Meyer relating to the TWILIGHT.

RESPONSE: Deny.

REQUEST FOR ADMISSION NO. 206: Registrant has no written licensing agreement with Stephenie Meyer relating to the BELLA'S BRACELET.

RESPONSE: Deny.

REQUEST FOR ADMISSION NO. 207: Registrant has no oral licensing agreement with Stephenie Meyer relating to the BELLA'S BRACELET.

RESPONSE: Deny.

REQUEST FOR ADMISSION NO. 208: Registrant has no written assignment agreement with Stephenie Meyer relating to the BELLA'S ENGAGEMENT RING Mark.

RESPONSE: Deny.

REQUEST FOR ADMISSION NO. 209: Registrant has no oral assignment agreement with Stephenie Meyer relating to the BELLA'S ENGAGEMENT RING Mark.

RESPONSE: Deny.

REQUEST FOR ADMISSION NO. 210: Registrant has no written assignment agreement with Stephenie Meyer relating to the BELLA TWILIGHT Mark.

RESPONSE: Deny.

REQUEST FOR ADMISSION NO. 211: Registrant has no oral assignment agreement with Stephenie Meyer relating to the BELLA TWILIGHT Mark.

RESPONSE: Deny.

REQUEST FOR ADMISSION NO. 212: Registrant has no written assignment agreement with Stephenie Meyer relating to the BELLA Mark.

RESPONSE: Deny.

REQUEST FOR ADMISSION NO. 213: Registrant has no oral assignment agreement with Stephenie Meyer relating to the BELLA Mark.

RESPONSE: Deny.

REQUEST FOR ADMISSION NO. 214: Registrant has no written assignment agreement with Stephenie Meyer relating to the BELLA'S CHARM BRACELET Mark.

RESPONSE: Deny.

REQUEST FOR ADMISSION NO. 215: Registrant has no oral assignment agreement with Stephenie Meyer relating to the BELLA'S CHARM BRACELET Mark.

RESPONSE: Deny.

REQUEST FOR ADMISSION NO. 216: Registrant has no written assignment agreement with Stephenie Meyer relating to the BELLA Mark.

RESPONSE: Deny.

REQUEST FOR ADMISSION NO. 217: Registrant has no oral assignment agreement with Stephenie Meyer relating to the BELLA Mark.

RESPONSE: Deny.

REQUEST FOR ADMISSION NO. 218: Registrant has no written assignment agreement with Stephenie Meyer relating to the TWILIGHT.

RESPONSE: Deny.

REQUEST FOR ADMISSION NO. 219: Registrant has no oral assignment agreement with Stephenie Meyer relating to the TWILIGHT.

RESPONSE: Deny.

REQUEST FOR ADMISSION NO. 220: Registrant has no written assignment agreement with Stephenie Meyer relating to the BELLA'S BRACELET.

RESPONSE: Deny.

REQUEST FOR ADMISSION NO. 221: Registrant has no oral assignment agreement with Stephenie Meyer relating to the BELLA'S BRACELET.

RESPONSE: Deny.

REQUEST FOR ADMISSION NO. 222: Registrant and Stephenie Meyer have no written agreement of any kind.

RESPONSE: Deny.

REQUEST FOR ADMISSION NO. 223: Registrant and Stephenie Meyer have no oral agreement of any kind.

RESPONSE: Deny.

REQUEST FOR ADMISSION NO. 224: Attached hereto as **Exhibit A** is a true and correct copy of an email chain dated September 24, 2008 between Registrant and Pancho Meyer.

RESPONSE: Deny.

REQUEST FOR ADMISSION NO. 225: Attached here to as **Exhibit B** is a true and correct copy of an email dated November 6, 2008 sent by Registrant to Stephenie Meyer and Pancho Meyer.

RESPONSE: Admit.

REQUEST FOR ADMISSION NO. 226: Attached here to as **Exhibit C** is a true and correct copy of an email dated February 18, 2009 sent by Registrant to Stephenie Meyer and Pancho Meyer.

RESPONSE: Deny.

REQUEST FOR ADMISSION NO. 227: In September 2008, Registrant requested permission from Stephenie Meyer to market the Jewelry.

RESPONSE: Admit.

REQUEST FOR ADMISSION NO. 228: In September 2008, Registrant requested permission from Stephenie Meyer to sell the Jewelry.

RESPONSE: Admit.

REQUEST FOR ADMISSION NO. 229: Registrant's September 2008 request for permission to market the jewelry was not granted.

RESPONSE: Admit.

REQUEST FOR ADMISSION NO. 230: Registrant's September 2008 request for permission to sell the jewelry was not granted.

RESPONSE: Deny.

REQUEST FOR ADMISSION NO. 231: In February 2009, Registrant requested for permission to sell the Jewelry through venues other than Twilight Teez, LLC.

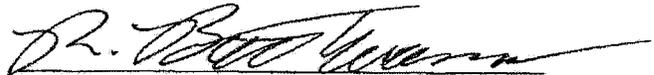
RESPONSE: Admit.

REQUEST FOR ADMISSION NO. 232: Registrant's request for permission to sell the Jewelry through venues other than Twilight Teez, LLC was denied.

RESPONSE: Deny.

SIGNED and DATED this 8th day of July, 2013.

HEIDEMAN, MCKAY & HEUGLY, PLLC



R. BRETT EVANSON
Attorney for Registrant

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

<p>SUMMIT ENTERTAINMENT, LLC, Petitioner, vs. INFINITE JEWELRY CO. L.L.C., Registrant.</p>	<p>CERTIFICATE OF SERVICE: RESPONSE TO PETITIONER AND COUNTER CLAIM DEFENDANT SUMMIT ENTERTAINMENT, LLC'S FIRST SET OF REQUESTS FOR ADMISSION</p> <p>Cancellation No. 92056644 Registration No. 3721102</p>
<p>INFINITE JEWELRY CO. L.L.C., Counterclaimant, vs. SUMMIT ENTERTAINMENT, LLC, Counterclaim Defendants.</p>	

I hereby certify that on the 8th day of July, 2013, I caused a true and correct copy of Registrant's Responses to Petitioner and Counter Claim Defendant Summit Entertainment, LLC's First Set of Requests for Admission via email and U.S. First Class Mail, postage pre-paid.

SIGNED and DATED this 8th day of July, 2013.

HEIDEMAN, MCKAY & HEUGLY, PLLC



R. BRETT EVANSON
Attorney for Registrant

EXHIBIT E

ESTTA Tracking number: **ESTTA559687**

Filing date: **09/16/2013**

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

Proceeding.	92056644
Applicant	Plaintiff Summit Entertainment, LLC
Other Party	Defendant Infinite Jewelry Co. L.L.C.
Have the parties held their discovery conference as required under Trademark Rules 2.120(a)(1) and (a)(2)?	Yes

Motion for an Extension of Answer or Discovery or Trial Periods With Consent

The Close of Discovery is currently set to close on 10/20/2013. Summit Entertainment, LLC requests that such date be extended for 60 days, or until 12/19/2013, and that all subsequent dates be reset accordingly.

Time to Answer :	CLOSED
Deadline for Discovery Conference :	CLOSED
Discovery Opens :	CLOSED
Initial Disclosures Due :	CLOSED
Expert Disclosure Due :	11/19/2013
Discovery Closes :	12/19/2013
Plaintiff's Pretrial Disclosures :	02/02/2014
Plaintiff's 30-day Trial Period Ends :	03/19/2014
Defendant/Counterclaim Plaintiff's Pretrial Disclosures :	04/03/2014
30-day Trial Period for Defendant and Plaintiff in the Counterclaim :	05/18/2014
Counterclaim Defendant's and Plaintiff Rebuttal Disclosures Due :	06/02/2014
30-day Trial Period for Counterclaim Defendant and Rebuttal Testimony as Plaintiff ends :	07/17/2014
Counterclaim Plaintiff's Rebuttal Disclosures Due :	08/01/2014
15-day Rebuttal Period for Counterclaim Plaintiff Ends :	08/31/2014
Plaintiff's Trial Brief Due :	10/30/2014
Defendant 's Trial Brief and Plaintiff in the Counterclaim Due :	11/29/2014
Brief for Defendant in the Counterclaim and Reply Brief, if any, for Plaintiff Due :	12/29/2014
Reply Brief, if any, for Plaintiff in the Counterclaim	01/13/2015

Due :

The grounds for this request are as follows:

- *Parties are unable to complete discovery/testimony during assigned period*

Summit Entertainment, LLC has secured the express consent of all other parties to this proceeding for the extension and resetting of dates requested herein.

Summit Entertainment, LLC has provided an e-mail address herewith for itself and for the opposing party so that any order on this motion may be issued electronically by the Board.

Certificate of Service

The undersigned hereby certifies that a copy of this paper has been served upon all parties, at their address record by First Class Mail on this date.

Respectfully submitted,
/whitneywalters/
Whitney Walters
wwalters@smrh.com, mdanner@smrh.com
bevanson@hmho-law.com
09/16/2013

ESTTA Tracking number: **ESTTA571941**

Filing date: **11/20/2013**

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

Proceeding.	92056644
Applicant	Plaintiff Summit Entertainment, LLC
Other Party	Defendant Infinite Jewelry Co. L.L.C.
Have the parties held their discovery conference as required under Trademark Rules 2.120(a)(1) and (a)(2)?	Yes

Motion for an Extension of Answer or Discovery or Trial Periods With Consent

The Close of Discovery is currently set to close on 12/19/2013. Summit Entertainment, LLC requests that such date be extended for 60 days, or until 02/17/2014, and that all subsequent dates be reset accordingly.

Time to Answer :	CLOSED
Deadline for Discovery Conference :	CLOSED
Discovery Opens :	CLOSED
Initial Disclosures Due :	CLOSED
Expert Disclosure Due :	01/18/2014
Discovery Closes :	02/17/2014
Plaintiff's Pretrial Disclosures :	04/03/2014
Plaintiff's 30-day Trial Period Ends :	05/18/2014
Defendant/Counterclaim Plaintiff's Pretrial Disclosures :	06/02/2014
30-day Trial Period for Defendant and Plaintiff in the Counterclaim :	07/17/2014
Counterclaim Defendant's and Plaintiff Rebuttal Disclosures Due :	08/01/2014
30-day Trial Period for Counterclaim Defendant and Rebuttal Testimony as Plaintiff ends :	09/15/2014
Counterclaim Plaintiff's Rebuttal Disclosures Due :	09/30/2014
15-day Rebuttal Period for Counterclaim Plaintiff Ends :	10/30/2014
Plaintiff's Trial Brief Due :	12/29/2014
Defendant 's Trial Brief and Plaintiff in the Counterclaim Due :	01/28/2015
Brief for Defendant in the Counterclaim and Reply Brief, if any, for Plaintiff Due :	02/27/2015
Reply Brief, if any, for Plaintiff in the Counterclaim	03/14/2015

Due :

The grounds for this request are as follows:

- *Parties are unable to complete discovery/testimony during assigned period*
- *Parties are engaged in settlement discussions*

Summit Entertainment, LLC has secured the express consent of all other parties to this proceeding for the extension and resetting of dates requested herein.

Summit Entertainment, LLC has provided an e-mail address herewith for itself and for the opposing party so that any order on this motion may be issued electronically by the Board.

Certificate of Service

The undersigned hereby certifies that a copy of this paper has been served upon all parties, at their address record by First Class Mail on this date.

Respectfully submitted,
/whitneywalters/
Whitney Walters
wwalters@smrh.com, mdanner@smrh.com
bevanson@hmho-law.com
11/20/2013

ESTTA Tracking number: **ESTTA582621**

Filing date: **01/18/2014**

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

Proceeding.	92056644
Applicant	Plaintiff Summit Entertainment, LLC
Other Party	Defendant Infinite Jewelry Co. L.L.C.
Have the parties held their discovery conference as required under Trademark Rules 2.120(a)(1) and (a)(2)?	Yes

Motion for an Extension of Answer or Discovery or Trial Periods With Consent

The Close of Discovery is currently set to close on 02/17/2014. Summit Entertainment, LLC requests that such date be extended for 60 days, or until 04/18/2014, and that all subsequent dates be reset accordingly.

Time to Answer :	CLOSED
Deadline for Discovery Conference :	CLOSED
Discovery Opens :	CLOSED
Initial Disclosures Due :	CLOSED
Expert Disclosure Due :	03/19/2014
Discovery Closes :	04/18/2014
Plaintiff's Pretrial Disclosures :	06/02/2014
Plaintiff's 30-day Trial Period Ends :	07/17/2014
Defendant's Pretrial Disclosures :	08/01/2014
Defendant's 30-day Trial Period Ends :	09/15/2014
Plaintiff's Rebuttal Disclosures :	09/30/2014
Plaintiff's 15-day Rebuttal Period Ends :	10/30/2014

The grounds for this request are as follows:

- *Parties are unable to complete discovery/testimony during assigned period*

Summit Entertainment, LLC has secured the express consent of all other parties to this proceeding for the extension and resetting of dates requested herein.

Summit Entertainment, LLC has provided an e-mail address herewith for itself and for the opposing party so that any order on this motion may be issued electronically by the Board.

Certificate of Service

The undersigned hereby certifies that a copy of this paper has been served upon all parties, at their address record by First Class Mail on this date.

Respectfully submitted,

/whitneywalters/
Whitney Walters
wwalters@smrh.com, mdanner@smrh.com
brett@evansonweber.com
01/18/2014

ESTTA Tracking number: **ESTTA595612**

Filing date: **03/31/2014**

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

Proceeding.	92056644
Applicant	Plaintiff Summit Entertainment, LLC
Other Party	Defendant Infinite Jewelry Co. L.L.C.
Have the parties held their discovery conference as required under Trademark Rules 2.120(a)(1) and (a)(2)?	Yes

Motion for an Extension of Answer or Discovery or Trial Periods With Consent

The Close of Discovery is currently set to close on 04/18/2014. Summit Entertainment, LLC requests that such date be extended for 60 days, or until 06/17/2014, and that all subsequent dates be reset accordingly.

Time to Answer :	CLOSED
Deadline for Discovery Conference :	CLOSED
Discovery Opens :	CLOSED
Initial Disclosures Due :	CLOSED
Expert Disclosure Due :	05/18/2014
Discovery Closes :	06/17/2014
Plaintiff's Pretrial Disclosures :	08/01/2014
Plaintiff's 30-day Trial Period Ends :	09/15/2014
Defendant/Counterclaim Plaintiff's Pretrial Disclosures :	09/30/2014
30-day Trial Period for Defendant and Plaintiff in the Counterclaim :	11/14/2014
Counterclaim Defendant's and Plaintiff Rebuttal Disclosures Due :	11/29/2014
30-day Trial Period for Counterclaim Defendant and Rebuttal Testimony as Plaintiff ends :	01/13/2015
Counterclaim Plaintiff's Rebuttal Disclosures Due :	01/28/2015
15-day Rebuttal Period for Counterclaim Plaintiff Ends :	02/27/2015
Plaintiff's Trial Brief Due :	04/28/2015
Defendant 's Trial Brief and Plaintiff in the Counterclaim Due :	05/28/2015
Brief for Defendant in the Counterclaim and Reply Brief, if any, for Plaintiff Due :	06/27/2015
Reply Brief, if any, for Plaintiff in the Counterclaim	07/12/2015

Due :

The grounds for this request are as follows:

- *Parties are unable to complete discovery/testimony during assigned period*

Summit Entertainment, LLC has secured the express consent of all other parties to this proceeding for the extension and resetting of dates requested herein.

Summit Entertainment, LLC has provided an e-mail address herewith for itself and for the opposing party so that any order on this motion may be issued electronically by the Board.

Certificate of Service

The undersigned hereby certifies that a copy of this paper has been served upon all parties, at their address record by First Class Mail on this date.

Respectfully submitted,

/s/ Paul A. Bost

Paul A. Bost

pbost@sheppardmullin.com, lthompson@sheppardmullin.com, mdanner@sheppardmullin.com

brett@evansonweber.com

03/31/2014

ESTTA Tracking number: **ESTTA608510**

Filing date: **06/06/2014**

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

Proceeding.	92056644
Applicant	Plaintiff Summit Entertainment, LLC
Other Party	Defendant Infinite Jewelry Co. L.L.C.
Have the parties held their discovery conference as required under Trademark Rules 2.120(a)(1) and (a)(2)?	Yes

Motion for an Extension of Answer or Discovery or Trial Periods With Consent

The Close of Discovery is currently set to close on 06/17/2014. Summit Entertainment, LLC requests that such date be extended for 60 days, or until 08/16/2014, and that all subsequent dates be reset accordingly.

Time to Answer :	CLOSED
Deadline for Discovery Conference :	CLOSED
Discovery Opens :	CLOSED
Initial Disclosures Due :	CLOSED
Expert Disclosure Due :	07/17/2014
Discovery Closes :	08/16/2014
Plaintiff's Pretrial Disclosures :	09/30/2014
Plaintiff's 30-day Trial Period Ends :	11/14/2014
Defendant/Counterclaim Plaintiff's Pretrial Disclosures :	11/29/2014
30-day Trial Period for Defendant and Plaintiff in the Counterclaim :	01/13/2015
Counterclaim Defendant's and Plaintiff Rebuttal Disclosures Due :	01/28/2015
30-day Trial Period for Counterclaim Defendant and Rebuttal Testimony as Plaintiff ends :	03/14/2015
Counterclaim Plaintiff's Rebuttal Disclosures Due :	03/29/2015
15-day Rebuttal Period for Counterclaim Plaintiff Ends :	04/28/2015
Plaintiff's Trial Brief Due :	06/27/2015
Defendant's Trial Brief and Plaintiff in the Counterclaim Due :	07/27/2015
Brief for Defendant in the Counterclaim and Reply Brief, if any, for Plaintiff Due :	08/26/2015
Reply Brief, if any, for Plaintiff in the Counterclaim Due :	09/10/2015

The grounds for this request are as follows:

- *Parties are unable to complete discovery/testimony during assigned period*

Summit Entertainment, LLC has secured the express consent of all other parties to this proceeding for the extension and resetting of dates requested herein.

Summit Entertainment, LLC has provided an e-mail address herewith for itself and for the opposing party so that any order on this motion may be issued electronically by the Board.

Certificate of Service

The undersigned hereby certifies that a copy of this paper has been served upon all parties, at their address record by First Class Mail on this date.

Respectfully submitted,

/s/ Paul A. Bost

Paul A. Bost

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brett@evansonweber.com

06/06/2014

ESTTA Tracking number: **ESTTA620577**

Filing date: **08/11/2014**

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

Proceeding.	92056644
Applicant	Plaintiff Summit Entertainment, LLC
Other Party	Defendant Infinite Jewelry Co. L.L.C.
Have the parties held their discovery conference as required under Trademark Rules 2.120(a)(1) and (a)(2)?	Yes

Motion for an Extension of Answer or Discovery or Trial Periods With Consent

The Close of Discovery is currently set to close on 08/16/2014. Summit Entertainment, LLC requests that such date be extended for 60 days, or until 10/15/2014, and that all subsequent dates be reset accordingly.

Time to Answer :	CLOSED
Deadline for Discovery Conference :	CLOSED
Discovery Opens :	CLOSED
Initial Disclosures Due :	CLOSED
Expert Disclosure Due :	09/15/2014
Discovery Closes :	10/15/2014
Plaintiff's Pretrial Disclosures :	11/29/2014
Plaintiff's 30-day Trial Period Ends :	01/13/2015
Defendant/Counterclaim Plaintiff's Pretrial Disclosures :	01/28/2015
30-day Trial Period for Defendant and Plaintiff in the Counterclaim :	03/14/2015
Counterclaim Defendant's and Plaintiff Rebuttal Disclosures Due :	03/29/2015
30-day Trial Period for Counterclaim Defendant and Rebuttal Testimony as Plaintiff ends :	05/13/2015
Counterclaim Plaintiff's Rebuttal Disclosures Due :	05/28/2015
15-day Rebuttal Period for Counterclaim Plaintiff Ends :	06/27/2015
Plaintiff's Trial Brief Due :	08/26/2015
Defendant's Trial Brief and Plaintiff in the Counterclaim Due :	09/25/2015
Brief for Defendant in the Counterclaim and Reply Brief, if any, for Plaintiff Due :	10/25/2015
Reply Brief, if any, for Plaintiff in the Counterclaim Due :	11/09/2015

The grounds for this request are as follows:

- *Parties are engaged in settlement discussions*

Summit Entertainment, LLC has secured the express consent of all other parties to this proceeding for the extension and resetting of dates requested herein.

Summit Entertainment, LLC has provided an e-mail address herewith for itself and for the opposing party so that any order on this motion may be issued electronically by the Board.

Certificate of Service

The undersigned hereby certifies that a copy of this paper has been served upon all parties, at their address record by First Class Mail on this date.

Respectfully submitted,

/s/ Paul A. Bost

Paul A. Bost

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brett@evansonweber.com

08/11/2014

ESTTA Tracking number: **ESTTA631159**

Filing date: **10/06/2014**

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

Proceeding.	92056644
Applicant	Plaintiff Summit Entertainment, LLC
Other Party	Defendant Infinite Jewelry Co. L.L.C.
Have the parties held their discovery conference as required under Trademark Rules 2.120(a)(1) and (a)(2)?	No

Motion for an Extension of Answer or Discovery or Trial Periods With Consent

The Close of Discovery is currently set to close on 10/15/2014. Summit Entertainment, LLC requests that such date be extended for 60 days, or until 12/14/2014, and that all subsequent dates be reset accordingly.

Time to Answer :	CLOSED
Deadline for Discovery Conference :	CLOSED
Discovery Opens :	CLOSED
Initial Disclosures Due :	CLOSED
Expert Disclosure Due :	11/14/2014
Discovery Closes :	12/14/2014
Plaintiff's Pretrial Disclosures :	01/28/2015
Plaintiff's 30-day Trial Period Ends :	03/14/2015
Defendant/Counterclaim Plaintiff's Pretrial Disclosures :	03/29/2015
30-day Trial Period for Defendant and Plaintiff in the Counterclaim :	05/13/2015
Counterclaim Defendant's and Plaintiff Rebuttal Disclosures Due :	05/28/2015
30-day Trial Period for Counterclaim Defendant and Rebuttal Testimony as Plaintiff ends :	07/12/2015
Counterclaim Plaintiff's Rebuttal Disclosures Due :	07/27/2015
15-day Rebuttal Period for Counterclaim Plaintiff Ends :	08/26/2015
Plaintiff's Trial Brief Due :	10/25/2015
Defendant's Trial Brief and Plaintiff in the Counterclaim Due :	11/24/2015
Brief for Defendant in the Counterclaim and Reply Brief, if any, for Plaintiff Due :	12/24/2015
Reply Brief, if any, for Plaintiff in the Counterclaim Due :	01/08/2016

The grounds for this request are as follows:

- *Parties are unable to complete discovery/testimony during assigned period*
- *Parties are engaged in settlement discussions*

Summit Entertainment, LLC has secured the express consent of all other parties to this proceeding for the extension and resetting of dates requested herein.

Summit Entertainment, LLC has provided an e-mail address herewith for itself and for the opposing party so that any order on this motion may be issued electronically by the Board.

Certificate of Service

The undersigned hereby certifies that a copy of this paper has been served upon all parties, at their address record by First Class Mail on this date.

Respectfully submitted,

/s/ Paul A. Bost

Paul A. Bost

pboost@sheppardmullin.com, lthompson@sheppardmullin.com, mdanner@sheppardmullin.com

brett@evansonweber.com

10/06/2014

EXHIBIT F

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

<p><i>In re Matter of Reg. No. 3,721,102</i> for the mark BELLA'S ENGAGEMENT RING in Class 14</p> <p>Summit Entertainment, LLC,</p> <p style="text-align: center;">Petitioner,</p> <p style="text-align: center;">vs.</p> <p>Infinite Jewelry Co. L.L.C.,</p> <p style="text-align: center;">Registrant.</p>	<p>Cancellation No. 92056644</p> <p><u>PETITIONER AND COUNTERCLAIM-DEFENDANT SUMMIT ENTERTAINMENT, LLC'S FIRST AMENDED PETITION FOR CANCELLATION</u> Cancellation No. -----</p> <p>PETITION FOR CANCELLATION</p>
<p>Infinite Jewelry Co. L.L.C.,</p> <p style="text-align: center;">Counterclaimant,</p> <p style="text-align: center;">vs.</p> <p>Summit Entertainment, LLC</p> <p style="text-align: center;">Counterclaim-Defendant.</p>	

TO: Commissioner for Trademarks
ATTN: Trademark Trial and Appeal Board
P.O. Box 1451
Alexandria, Virginia 22313-1451

Petitioner [and Counterclaim-Defendant](#) Summit Entertainment, LLC, a Delaware limited liability company, ("Petitioner"), having a place of business at 2700 Colorado Avenue, 2nd Floor, Santa Monica, CA 90404, believes that it will be damaged by U.S. Reg. No. 3, 721,102, and hereby petitions to cancel such registration on the following grounds:

1. Petitioner is the entity responsible for producing and distributing the highly successful motion picture *Twilight*, and the recently released sequels, *The*

Twilight Saga: New Moon, The Twilight Saga: Eclipse, The Twilight Saga: Breaking Dawn - Part 1 and *The Twilight Saga: Breaking Dawn - Part 2* (collectively, the “*Twilight* Motion Pictures”).

2. The *Twilight* Motion Pictures are based on the world-famous series of books (the “*Twilight* Novels”) written by author Stephenie Meyer, telling the story of a young girl named Bella Swan and her romance, engagement and marriage to a vampire named Edward Cullen.

3. Petitioner holds the exclusive right, as granted by Ms. Meyer, to produce and distribute the *Twilight* Motion Pictures, owns trademark, character names and other intellectual property relating to and derived from the *Twilight* Motion Pictures, including the name BELLA, and has the right to use intellectual property relating to and derived from the *Twilight* Novels. Petitioner owns numerous federal trademark registrations for trademarks related to and derived from the *Twilight* Motion Pictures. Petitioner has used these marks for a wide range of goods and services, including jewelry.

4. One of Petitioner’s federal registrations is U.S. Reg. No. 3,631,075 for the mark BELLA’S CHARM BRACELET, registered on June 2, 2009 for “bracelets; bracelets of precious metal” in International Class 14. The registration recites a date of first use anywhere and in commerce of August 31, 2008. Attached as **Exhibit A** is a true and correct copy of U.S. Reg. No. 3,631,075 and the chain of title abstract from the Office’s online database evidencing Petitioner’s ownership thereof.

5. Another of Petitioner’s federal registrations is U.S. Reg. No. 4,222,783 for the mark BELLA TWILIGHT, registered on October 9, 2012 for “jewelry and jewelry boxes” in International Class 14. The registration recites a date of first use anywhere and in commerce of June 3, 2012, and was filed on an intent to use basis on June 4, 2011. Attached as **Exhibit B** is a true and correct copy of U.S. Reg. No. 4,222,783.

6. Petitioner also owns a number of federal registrations and pending applications for BELLA TWILIGHT in various International Classes for a variety of other goods. Attached as **Exhibit C** are true and correct copies of Petitioner's federal registrations and printouts from the Office's website showing Petitioner's trademark applications.

7. Petitioner has been using the marks BELLA TWILIGHT and BELLA'S CHARM BRACELET continuously in commerce, throughout the United States, as its trademark for jewelry, as set forth in the above-identified registrations and applications since at least as early as the dates set forth therein, and intends to continue so using the marks BELLA TWILIGHT and BELLA'S CHARM BRACELET in the future. Petitioner also uses BELLA on a variety of goods including jewelry and clothing.

8. Petitioner's trademark BELLA TWILIGHT, BELLA and BELLA'S CHARM BRACELET are famous within the meaning of the Federal Dilution Act.

9. On December 9, 2008, Registrant Infinite Jewelry Co. L.L.C. ("Registrant") filed an application, Serial No. 77/629,208, with the United States Patent & Trademark Office to register BELLA'S ENGAGEMENT RING in connection with the following goods, namely "Jewelry". The application stated a date of first use anywhere and in commerce of November 27, 2007. Registrant uses BELLA'S ENGAGEMENT RING for jewelry directly associated with the *Twilight* Motion Pictures, specifically for a representation of the engagement ring that Edward Cullen gave to Bella Swan. Registrant is also using the trademark TWILIGHT for jewelry and BELLA'S BRACELET. Registrant's Registration No. 3,721,102 was registered on December 8, 2009.

10. Registrant did not and does not have authorization from Stephenie Meyer or Petitioner to register or use BELLA'S ENGAGEMENT RING for any goods or services, including jewelry. Registrant likewise does not have permission to use TWILIGHT or BELLA'S BRACELET.

11. On information and belief, Registrant alleges that it has the right to use BELLA'S ENGAGEMENT RING for jewelry because Stephenie Meyer had previously authorized sale of a product representing to be a version of the engagement ring given to Bella Swan through a company named Twilight Teez, LLC, a company that no longer exists. On information and belief, Registrant alleges that it is the successor-in-interest to Twilight Teez, LLC. Registrant is not the successor-in-interest to Twilight Teez, LLC in regard to any rights to sell a version of the engagement ring or use BELLA'S ENGAGEMENT RING because such rights were personal to Twilight Teez, LLC and such rights, if any, were terminated when Twilight Teez, LLC went out of business in 2010.

12. Registrant alleges that it has the right to use BELLA'S ENGAGEMENT RING for jewelry because it has been licensed such right by Stephenie Meyer. Registrant is not the owner of the BELLA'S ENGAGEMENT RING now nor at the time it filed its application to register such mark.

13. ~~12.~~ Registrant has no rights whatsoever to use any trademarks or other intellectual property associated with the *Twilight* Motion Pictures.

14. ~~13.~~ Registrant's contention that it has permission from Stephenie Meyer to use BELLA, BELLA'S ENGAGEMENT RING, BELLA'S BRACELET, and TWILIGHT for jewelry is fictional. No such permission ever existed. Even if such permission existed (it does not), Registrant admits that it is not the owner of the mark.

15. ~~14.~~ Petitioner, through the use of its marks BELLA TWILIGHT, BELLA, and BELLA'S CHARM BRACELET and by virtue of the quality of Petitioner's goods, has built up a valuable goodwill and reputation in connection with its marks BELLA TWILIGHT, BELLA, and BELLA'S CHARM BRACELET.

16. ~~15.~~ Registrant's mark BELLA'S ENGAGEMENT RING is similar in appearance, sound, connotation, and commercial impression to Petitioner's marks BELLA TWILIGHT, BELLA, and BELLA'S CHARM BRACELET.

17. ~~16.~~ Registrant's and Petitioner's respective goods offered under their respective marks are identical in that they both involve jewelry, are distributed and sold through the same or similar channels of trade, and are marketed to the same or similar customers and end users.

18. ~~17.~~ Petitioner believes that it will be damaged by the continued registration of Registrant's mark BELLA ENGAGEMENT RING and petitions to cancel the Registration because Registrant's registration and use of the mark BELLA ENGAGEMENT RING in connection with jewelry (a) is likely to cause confusion, to cause mistake, and to deceive customers, potential customers and others, thereby injuring Petitioner and the consuming public and jeopardizing the valuable goodwill and reputation Petitioner has built up in connection with its marks BELLA TWILIGHT, BELLA, and BELLA'S CHARM BRACELET; (b) creates a false association with the *Twilight* Motion Pictures; and (c) is likely to dilute Petitioner's BELLA TWILIGHT, BELLA, and BELLA'S ENGAGEMENT RING trademarks.

19. [Additionally, Registrant's registration of BELLA'S ENGAGEMENT RING is subject to cancellation on the grounds that, even accepting Registrant's allegations as true, Registrant did not own the BELLA'S ENGAGEMENT RING mark at the time the application underlying it was filed, but, instead, used it subject to a license allegedly granted it by Stephenie Meyer. Because Registrant did not own the mark when it filed its application, the resulting registration is void *ab initio*.](#)

20. ~~18.~~ For the reasons stated above, Petitioner believes that it will be damaged by the continued registration of Registrant's BELLA'S ENGAGEMENT RING mark and the Registration.

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WHEREFORE, Petitioner prays that this Cancellation be sustained in favor of Petitioner and that the Registration be canceled.

~~The filing fee of \$300 for the Petition for Cancellation is enclosed. Any additional charges or credits should be taken from or credited to Petitioner's counsel's~~ Deposit
Account No. 50-5691.

Respectfully submitted,

Dated: ~~December 19, 2012~~ November 5, 2014

/Jill M. Pietrini/

Jill M. Pietrini
SHEPPARD MULLIN RICHTER & HAMPTON, LLP
1901 Avenue of the Stars, Suite 1600
Los Angeles, California 90067
(310) 228-3700

Attorneys for Petitioner Summit Entertainment, LLC

CERTIFICATE OF ELECTRONIC TRANSMISSION

I hereby certify that ~~this correspondence~~ **PETITIONER AND COUNTERCLAIM-
DEFENDANT SUMMIT ENTERTAINMENT, LLC'S FIRST AMENDED
PETITION FOR CANCELLATION** is being transmitted electronically through ESTTA
pursuant to 37 C.F.R. §2.195(a), on this ~~19~~5th day of ~~December~~November, ~~2012~~2014.

~~/LaTrina A. Martin/~~s/Lynne Thompson
~~LaTrina A. Martin~~
Lynne Thompson

CERTIFICATE OF SERVICE

I hereby certify that ~~this Petition for Cancellation~~ PETITIONER AND COUNTERCLAIM-DEFENDANT SUMMIT ENTERTAINMENT, LLC'S FIRST AMENDED PETITION FOR CANCELLATION is being deposited with the United States Postal Service, postage prepaid, first class mail, in an envelope addressed to Registrant:

~~Shelli Ashton
Infinite Jewelry Co. L.L.C.
2321 E. Rustie Dr.
St. George, UTAH 84790~~ Brett Evanson
EVANSON WEBER PLLC
2975 W. Executive Parkway, Suite 201
Lehi, UT 84043

on this ~~19th~~ day of ~~December~~ November, ~~2012~~ 2014.

~~/LaTrina A. Martins/~~ Lynne Thompson _____
~~LaTrina A. Martin~~ Lynne Thompson

SMRH: ~~407658422-1~~ 434670996.1

Summary report:	
Litéra® Change-Pro TDC 7.5.0.125 Document comparison done on 11/5/2014 11:49:21 AM	
Style name: SMRH Standard	
Intelligent Table Comparison: Active	
Original DMS: iw://DMS_PHX/West/407658422/1	
Modified DMS: iw://DMS_PHX/West/434670996/1	
Changes:	
Add	39
Delete	33
Move From	0
Move To	0
Table Insert	1
Table Delete	0
Table moves to	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	73

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BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

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WHEREFORE, Petitioner prays that this Cancellation be sustained in favor of Petitioner and that the Registration be canceled.

Respectfully submitted,

Dated: November 5, 2014

/Jill M. Pietrini/
Jill M. Pietrini
SHEPPARD MULLIN RICHTER & HAMPTON, LLP
1901 Avenue of the Stars, Suite 1600
Los Angeles, California 90067
(310) 228-3700

Attorneys for Petitioner Summit Entertainment, LLC

CERTIFICATE OF ELECTRONIC TRANSMISSION

I hereby certify that **PETITIONER AND COUNTERCLAIM-DEFENDANT SUMMIT ENTERTAINMENT, LLC'S FIRST AMENDED PETITION FOR CANCELLATION** is being transmitted electronically through ESTTA pursuant to 37 C.F.R. §2.195(a), on this 5th day of November, 2014.

/s/Lynne Thompson _____
Lynne Thompson

CERTIFICATE OF SERVICE

I hereby certify that **PETITIONER AND COUNTERCLAIM-DEFENDANT SUMMIT ENTERTAINMENT, LLC'S FIRST AMENDED PETITION FOR CANCELLATION** is being deposited with the United States Postal Service, postage prepaid, first class mail, in an envelope addressed to Registrant:

R. Brett Evanson
EVANSON WEBER PLLC
2975 W. Executive Parkway, Suite 201
Lehi, UT 84043

on this 5th day of November, 2014.

/s/Lynne Thompson _____
Lynne Thompson

SMRH:434670996.1