

ESTTA Tracking number: **ESTTA524398**

Filing date: **03/01/2013**

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

Proceeding	92056705
Party	Defendant Chris Vizzini
Correspondence Address	CHRIS VIZZINI 673 BOULEVARD NE, APARTMENT 4 ATLANTA, GA 30308 UNITED STATES
Submission	Motion to Dismiss - Rule 12(b)
Filer's Name	Alan S. Clarke
Filer's e-mail	aclarke@entertainlaw.com
Signature	/Alan S. Clarke/
Date	03/01/2013
Attachments	Vizzini Motion to Dismiss.Final Filing Version.pdf ( 14 pages )(4886562 bytes ) Certificate of Service.Motion to Dismiss.pdf ( 1 page )(7716 bytes ) Motion to Dismiss.Final Filing Version.Declaration of Alan S. Clarke.pdf ( 3 pages )(873014 bytes ) Motion to Dismiss.Exhibit A.Final0001.pdf ( 20 pages )(3791351 bytes ) Motion to Dismiss.Exhibits B through D.Final0001.pdf ( 26 pages )(1593417 bytes ) Motion to Dismiss Exhibits E Through K.Final0001.pdf ( 22 pages )(1018839 bytes ) Motion to Dismiss Exhibits L through P0001.pdf ( 16 pages )(867493 bytes )

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

/R/GAYMERS SUBREDDIT, an	)	
unincorporated association,	)	
Petitioner,	)	In the matter of Registration No. 3400949
	)	
and	)	For the mark GAYMER
	)	Registered on March 25, 2008
CHRIS VIZZINI, an individual,	)	
Registrant.	)	Cancellation No. 92056705

**MOTION TO DISMISS PETITION TO CANCEL**

Pursuant to Rule 12(b)(6) of the Federal Rules of Civil Procedure and TBMP § 503.02, Registrant Chris Vizzini (“Registrant”) moves the Board to dismiss the above-referenced cancellation action brought by an unnamed group of individuals (“Petitioner”) on the grounds that (1) Petitioner has failed to state a claim upon which relief can be granted, including but not limited to the fact that Petitioner lacks standing to seek cancellation of the mark at issue in this proceeding; and (2) Petitioner fails to state a claim that Registration No. 3400949 is generic or merely descriptive.

**1. INTRODUCTION**

Registrant filed an application to register his mark, “Gaymer” (the “Mark”) on April 23, 2007, and Registration No. 3400949 issued on March 25, 2008. Almost five (5) years later, on January 22, 2013, Petitioner filed its petition to cancel the Registration on grounds that the mark is generic and merely descriptive.

Because this is a dispositive motion, the cancellation proceeding should be otherwise suspended pending the determination of this motion. 37 C.F.R. §2.127(d); T.B.M.P. §510.

Registrant respectfully requests the Board take judicial notice of the adjudicative facts provided in this Motion to Dismiss. Because the facts alleged herein may be judicially noticed, they do not fall outside the scope of the pleadings.

## **2. FACTS**

Registrant Chris Vizzini began doing business in Atlanta, Georgia on or about May 26, 2003 using the mark “Gaymer”. Since such date, Registrant has continuously used the mark without interruption, and has developed a distinct reputation for the mark. Registrant’s business services include Computer services, namely, hosting and maintaining an online website using the mark “Gaymer” as an online community for registered users. Registrant has used the mark “Gaymer” for his computer services business continuously and without interruption since 2003. Registrant has marketed his business since 2003 commercially using hats, t-shirts and other clothing items prominently featuring the mark “Gaymer.”

On April 23, 2007, more than five years prior to the filing of the Petition, Registrant filed applications for two (2) related marks that he had been using continuously in his business, with a filing basis of Section 1A (copies of the applications are attached as Exhibit A:

- 1) “GAYMER” (the Mark at issue) in Class 42 for computer services, namely, creating an online community for registered users to participate in competitions, showcase their skills, get feedback from their peers, form virtual communities, engage in social networking and improve their talent; Computer services, namely, hosting and maintaining an online website for others to discuss, receive and disseminate information concerning video games; Computer services, namely, hosting on-line

web facilities for others for organizing and conducting online meetings, gatherings, and interactive discussions.

2) The stylized mark



featuring the word “GAYMER” and Registrant’s website address, www.gaymer.org (Registration Number 3364923) in Class 25 for Boxer shorts; Thongs; Caps with visors; Short-sleeved or long-sleeved t-shirts, with first use and first use in commerce on December 1, 2003. The registration date is January 8, 2008, more than five (5) years ago (a copy of the registration is also attached with Exhibit A).

**Notably, Petitioner does not mention Registration Number 3364923 in its Petition.**

Although Registrant applied to register the marks simultaneously, the Mark was registered two (2) months after the stylized mark (number 3364923). Registrant continues to sell the clothing items of Registration No. 3364923, prominently displaying the Mark, on his website associated with the Mark.

In its Petition, Petitioner falsely states that “In the application for the Registration, Registrant claimed to have used gaymer in connection with Registrant’s Services since May 26, 2005” (par. 14) and Petitioner notably only attached the specimens from the application to its Petition, rather than the entire application, which would have revealed this misrepresentation: Registrant’s 2007 application clearly states that Registrant had been using the Mark since May 26, 2003 (as evidenced by Exhibit A).

Petitioner alleges that Reddit, Inc. is “an online social news and entertainment website.” However, in actuality, Reddit, Inc. is the *service provider* for the website [www.reddit.com](http://www.reddit.com) (*see*, reddit.com user agreement, attached as Exhibit B). Reddit, Inc. is a Delaware corporation formed May 13, 2011, according to the Delaware Secretary of State’s website (*see*, Exhibit C). Wikipedia states that “the site is a collection of entries submitted by its registered users, essentially a bulletin board system. The entries are organized into areas of interest called ‘reddits’. Historically, the front page was the main reddit, and other areas were ‘subreddits. There is now no main reddit, but the term subreddit persists as an informal name for an area of interest.” *See*, Exhibit D.

Petitioner identifies itself, using Registrant’s Mark, as “an association of gaymers [*sic*] who subscribe to the subreddit located at: [reddit.com /r/gaymers](http://www.reddit.com/r/gaymers) (<http://www.reddit.com/r/gaymers>).” Petitioner’s Brief, par. 7. Petitioner admits that it uses the term “gaymers” to describe the subreddit to which it subscribes, and to identify to the public the types of topics discussed within this online community. Petitioner’s brief, par. 8. It then defines “gaymers” as “individuals who identify themselves as lesbian, gay, bisexual, transgendered, or allies of the LGBT Community, and who have an active interest in the gaming community.” Petitioner’s Brief, par. 9.

### **3. ARGUMENT**

#### **A. The Petition to Cancel Should be Dismissed Because Petitioner Does Not Have Standing To File The Petition.**

“A motion to dismiss for failure to state a claim upon which relief can be granted is a test solely of the legal sufficiency of a complaint. In order to withstand a motion, a pleading need only allege such facts as would, if proved, establish that the plaintiff is entitled to the relief

sought, that is, that (1) the plaintiff has standing to maintain the proceeding, and (2) a valid ground exists for denying the registration sought (in the case of an opposition), or for canceling the subject registration (in the case of a cancellation proceeding)." TBMP § 503.02 (emphasis added).

Pursuant to 15 U.S.C. § 1064, a petition to cancel a registration may be filed by any person who believes that he is or will be damaged. The test for standing, however, includes two judicially-created elements: (1) Petitioner must have a "real interest in the proceedings"; and (2) Petitioner must have a "reasonable basis for his belief of damage." Ritchie v. Simpson, 170 F.3d 1092, 1095 (Fed. Cir. 1999); *see also* Lipton Indus., Inc. v. Ralston Purina Co., 670 F.2d 1024 (C.C.P.A. 1981). Accordingly, Petitioner "must allege a distinct and palpable injury . . ." Jewelers Vigilance Committee, Inc., v. Ullenberg Corp., 823 F.2d 490, 493 (Fed. Cir. 1987). Moreover, it is in the pleading stage that Petitioner must plead facts sufficient to show a personal interest in the outcome of the case beyond that of the general public. Id. (citing Lipton Indus., 670 F.2d at 1028).

Here, Petitioner fails to allege facts that would satisfy the standing requirement, as it has included no allegations in its petition to cancel regarding a real interest in the registered mark. Petitioner has no right to use, nor any interest in, Reddit, Inc.'s content, including but not limited to its so-called subreddit titles. Reddit, Inc.'s User Agreement ("Agreement") governs the use of www.reddit.com ("Website"), including, without limitation, participation in its bulletin boards, forums, personal ads, chats, and all other areas:

The [Reddit.com] Website ... contains other graphics, text, photographs, images, video, audio, software, code, and other material that is provided by Service Provider or its licensors and is not clearly identified as, or intended, for your use, including without limitation the **organization, design, compilation**, and "look and feel" of the Website, and advertising thereon ("Website Content"). The Website Content is protected by state, national and international copyright, trademark and other

intellectual property laws, **and is the property of Service Provider or its licensors.** The copying, reproduction, publication, display, rearrangement, redistribution, modification, revision, alteration, cropping, re-sizing, reverse engineering, movement, removal, deletion, or other use or change by you, directly or indirectly, of any such Website Content, including but not limited to the removal or alteration of advertising, is strictly prohibited. You may not in any way make commercial or other unauthorized use, by publication, re-transmission, distribution, performance, caching, or otherwise, of material obtained through the Website, including without limitation the Assets or Website Content, except as permitted by the Copyright Act or other law or as expressly permitted in writing by this Agreement, Service Provider or the Website [emphases added]. *See*, Exhibit B.

As a user of Reddit, Inc.'s website, Petitioner is subject to these terms. Notably, the owner of this website and its content, including its "organization, design and compilation" into subreddits, did not file this petition.

Registrant owns the exclusive rights to use the Mark in connection with computer services in the form of an online website for the video gaming community – the identical services provided by Reddit, Inc. on reddit.com via its subreddit called "gaymers." The Petitioners are merely invitees who "visit reddit[.com] to participate in its [reddit.com's] subgroups, which offer online forums, also referred to as 'subreddits.'" Brief, par. 5; emphasis added. Reddit, Inc. claims ownership of its content, including its organization, design and compilations. While Petitioner claims that it "has the right to continue to use the generic term gaymer to identify the topic and membership of its online community" (Brief, par. 20), the organization and title of this "online community" do not belong to Petitioner, but to Reddit, Inc.

Reddit, Inc. is a competitor of Registrant's, offering the same services (an online community for registered users to participate in competitions, showcase their skills, get feedback from their peers, form virtual communities, engage in social networking and improve their talent to discuss, receive and disseminate information concerning video games and on-line web

facilities for others for organizing and conducting online meetings, gatherings, and interactive discussions). However, Petitioner does not represent Reddit, Inc. – the true party in interest. Notably, Registrant’s registration does not limit its users to “gay gamers,” as petitioner alleges. Registrant’s use of his Mark fulfills the purpose of trademarks: to distinguish a registrant’s services and goods from those with similar services and goods.

Petitioner alleges that “Public use of the word gaymer dates back to at least the early 1990s, “when a growing group of individuals within the gaming community began to use it to identify themselves,” and “Today, the term gaymer identifies a large subset of video game enthusiasts.” Brief, pars. 2 and 3. This allegation is wholly conclusory and unsupported by facts. Petitioner does not allege when third parties started using the term “gaymer” to refer to Petitioner; however, a search of the “Internet Archive Wayback Machine” reveals that Reddit, Inc.’s first use of the term “gaymers” for its subreddit was February 26, 2011: the Gaymer subreddit was created almost exactly two (2) years ago. Exhibit E.

Petitioner’s Exhibit A cites to “Wiktionary” to show that that online website defines “gaymer” as a slang video game term for homosexual gamers. However, Wiktionary is a collaborative project such that users edit it and create entries; as noted on its home page, “Wiktionary is a wiki, which means that you [third party users] can edit it, and all the content is dual-licensed under both the Creative Commons Attribution-ShareAlike 3.0 Unported License as well as the GNU Free Documentation License. “ See Exhibit F, homepage of Wiktionary ([http://en.wiktionary.org/wiki/Wiktionary:Main\\_Page](http://en.wiktionary.org/wiki/Wiktionary:Main_Page)). It is likely that Petitioner created this entry itself to support this action. In contrast, an online search of “gaymer” in the Merriam-Webster Dictionary produces the following response: “The word you've entered isn't in the dictionary. Click on a spelling suggestion below or try again using the search bar above.” See,

Exhibit G. Petitioners seem to believe they have the rights to the next “Xerox,” which is clearly not the case.

In addition, to meet the threshold for standing, Petitioner must allege a reasonable basis for belief that it would be damaged by the continued registration of the Mark. See, Lipton Indus., 670 F.2d at 1029. The court in Lipton gave examples of how a petitioner could plead and prove a reasonable basis for believing that it would sustain any such damages. First, the petitioner may assert likelihood of confusion. Id. at 1029. Second, petitioner could assert that it had an application that was rejected due to the subject registration. Id. Notably, Petitioner has not alleged a likelihood of confusion between the Mark and any of its own marks, nor does it allege that any of its marks would be refused registration due to Registrant’s registration. Id. Petitioner’s absence of any arguments regarding likelihood of confusion and purported rights in a confusingly similar mark demonstrates Petitioner’s lack of any reasonable basis for believing that it will be damaged by the continued registration of the Mark. See also, International Tel. and Telegraph Corp. v. International Mobile Machines Corp., 218 U.S.P.Q. 1024; 1983 T.T.A.B. LEXIS 227, \*8-9 (T.T.A.B. 1983) (“[I]nasmuch as petitioner has alleged neither likelihood of confusion nor that it has actually been refused registration of its mark in view of respondent’s registration, it has not alleged a reasonable basis for its belief that he is or will be damaged by the continued existence of respondent’s registration”).

Despite the absence in his Petition of any pleading sufficient to meet the above tests for determining standing, Petitioner nevertheless attempts to mislead this Board into believing that it does in fact have standing, based on two (2) allegations contained in its Petition, namely:

(1) “Continued registration of the term gaymer is and will be a source of damage to Petitioner and others who are entitled to use the generic term, as it confers upon Registrant a presumption that

gaymer is distinctive for Registrant's Services"; and (2) Continued registration of the term gaymer for Registrant's Services is a source of injury to both Petitioner and to numerous third parties who currently use, and are entitled to continue to use, the term gaymer, as it confers upon Registrant the presumptions that gaymer is distinctive for Registrant's Services and that Registrant enjoys the exclusive right to sue the term gaymer in association with such services." Brief, pars. 25 and 31.

Despite these allegations, Petitioner has still not shown standing. *See also* FBI v. Societe: M. Bril & Co., 172 U.S.P.Q. 310, 313 (T.T.A.B. 1971) (conditions and circumstances of damage must be shown). Petitioner's allegation that it wants to remove the Mark from the register so that the term can be used by it and alleged "third parties" is insufficient to confer standing. As already mentioned, Petitioner can have no interest in canceling the Mark, because it is not the service provider and does not own the website. Ritchie v. Simpson, 170 F.3d at 1095 (petitioner in cancellation action must have direct and personal stake in outcome of the case). In addition, Petitioner has no right to seek cancellation of the Mark for the benefit of "numerous third parties" because, as pointed out in Jewelers Vigilance Committee, 823 F.2d at 493, sufficient facts must be pled to show a personal interest beyond that of the general public. *See also* Lipton Indus., 670 F.2d at 1028 ("[I]f [Petitioner] does not plead facts sufficient to show a personal interest in the outcome beyond that of the general public, the case may be dismissed for failure to state a claim."). Petitioner simply fails to show any harm that it might suffer: Petitioner has no real interest in the Mark, Petitioner has no personal interest in this proceeding and therefore cannot reasonably believe that it will be damaged by the continued registration of the Mark. Thus, Petitioner does not have standing to bring this action.

Petitioner may join in Registrant's community. Additionally, Petitioner is not prevented from creating an online gay gamer community (using another name other than the Mark), since that is its interest, so it is in no way damaged. It is not commercially damaged, as it does not own Reddit, Inc., its subreddits, or the intellectual properties associated therewith.

Finally, Registrant will continue to use the Mark in association with its related mark, the stylized mark (Registration Number 3364923) in Class 25, which Petitioner does not oppose. By means of this registration, Registrant uses the Mark on clothing to promote its online services.

B. The Petition to Cancel Should be Dismissed Because Petitioner Fails to Make a Claim that Registrant's Mark is Generic or Merely Descriptive

In the case of a petition to cancel on the grounds that a registered mark is generic, the Board has held that the petition must allege facts sufficient to show that the registration is inconsistent with Petitioner's right to use the registered designation in connection with the same or a related business. *See Yard-Man, Inc. v. Getz Exterminators, Inc.*, 157 U.S.P.Q. 100, 105 (T.T.A.B. 1968) ("Where a petition is predicated on the ground that a registered mark is generic or merely descriptive, the pleading must likewise allege not only the basis for the charge but facts that will tend to show that the registration is or will be inconsistent with the petitioner's equal right to use this designation in connection with the same or a similar business enterprise"). *See also* 3 J. Thomas McCarthy, McCarthy on Trademarks and Unfair Competition § 20:50 (4<sup>th</sup> ed. 2009).

Even if Petitioner's allegations are true, that "third parties use the term gaymer as a generic term for members of the LGBT (lesbian, gay, bisexual, transgendered) community who have an interest in video games and the online video game community" (Brief, par. 23), which Registrant denies, Registrant is using his Mark for his computer services on an online website. Petitioner states that "On information and belief, and based on the specimen submitted with the

application for the Registration the genus [sic] of Registrant's Services is providing a website and related services for the 'gay gaming community.'" However, Registrant's description of his services is for an "online website for others to discuss, receive and disseminate information concerning video games"; the homepage of Registrant's site calls it the "gaymer gaming community." It does not limit its users to the "gay gaming community." See, Exhibit H. "Gaymer" is a distinctive, alternative spelling of "gamer." Though claiming to represent a nameless group of many who "have been politically and/ or socially marginalized," Petitioner is now trying to create an exclusive – and marginalizing- use of the term gaymer. Perhaps Petitioner does not appreciate the fact that Registrant did not limit the description of his services as targeting solely the gay community of which Petitioner is a proud member.

Taken to its logical conclusion, Petitioner's argument would mean, for example, that the "Men's Fitness" registration in Class 42 (registration number 2197109) for computer services (namely, providing on-line magazines in the field of health and fitness and providing information in the field of health and fitness via a global communication information network site), "Cat Lovers of America" in Class 42 (registration number 1693611) for association services (namely, promoting the interests of pet owners with respect to better health care for their pets), and "100 Black Men" (registration number 2080520) in Class 36 for charitable services, could be canceled, respectively, by coalitions of fit men, cat lovers, or one hundred African American men wanting to create competing groups using the same name. See, Exhibit I. Its argument is, simply, absurd.

Petitioner would argue that no one can register any mark with "gay" as part of the word, as many lesbian, gay, bisexual and transgendered people "have been marginalized" and those with common interests, such as video gaming, have a "common purpose and activity." Brief,

par. 19. For example, Petitioner would require that the registration for “gay gourmet” (registration number 4226973) in Class 43 for providing an online computer database to consumers concerning recipes, ingredients and cooking information, should be canceled. Exhibit J. It would be Petitioner’s position that “Gay Games” (registration number 2263960) in class 41 for entertainment services, namely, organizing and conducting sporting events (no disclaimer of “gay” or “games” required) should be canceled, as Petitioner is gay and likes to play games. Exhibit K. Surely Petitioner should also file a cancellation proceeding for “gay-travel” in Class 39 (registration number 2034655) for travel booking agency and information services. Exhibit L.

“Gaydar” has entered the common lexicon and is part of the vernacular in both the homosexual and heterosexual communities. However, its Class 41 registration (number 2613823) has existed since 2002 for entertainment services, namely, providing an on-line adult content website catering primarily to the gay community (as well as Class 35 for online ordering services). Exhibit M. Interestingly, “gaydar” **is** defined in Merriam Webster; perhaps Petitioner’s efforts would be better used to cancel that seemingly now-descriptive mark. Exhibit N.

As an association of video game players, Petitioner will no doubt file a cancellation proceeding against the registration of “gamercon” (registration number 3062763), in class 41 for “arranging and conducting entertainment conferences and exhibitions relating to games including computer games, software and board games,” which has been registered since 2006 – like Registrant’s Mark, a very creative combination of words: “gamer” and “convention” (or “conference”). Exhibit O.

Perhaps the marks “online community for gay gamers” or “online community for gamers” would be purely descriptive or generic; “gaymer” is not. Registrant is offering services; his Mark is not a registration for an association of gay people who play video games, as Petitioner alleges.

Petitioner fails to mention the other registrations for “gaymer.” Registration 1133283, registered April 15, 1980 for the word mark “gaymer’s,” is a registration in class 33 for hard cider (another registration for “gaymers” in class 33 for hard cider was registered December 20, 2011, Registration No. 4073959). Registration 3931134 for the word mark “gaymers” is a registration in class 32 for non-alcoholic sweet cider, registered December 28, 2010. See, Exhibit P, attached.

Registrant’s registration is for his services as a provider of a computer website; it is truly a fanciful mark – the strongest trademark. It is a testament to Registrant and the value of his marketing efforts and the acquired distinctiveness of his Mark that Petitioner (while not the real party in interest) appreciates the uniqueness of Registrant’s Mark and wants to use it for self reference; however, just because Petitioner did not create the Mark first (or register it) does not mean Registrant should pay the ultimate price and lose his ownership of his Mark and ten years of marketing efforts. An examination of Registrant’s application process for the Mark reveals no office action taken by the Trademark Office, no similarities with other marks and no problem with descriptiveness at the time of registration; it remains unique today.

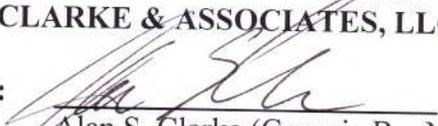
#### 4. CONCLUSION

Petitioner lacks standing and has not sufficiently pleaded a statutory ground for cancelling the registration for Respondent’s Mark. Therefore, Petitioner’s Petition to cancel Registrant’s Mark should be dismissed.

WHEREFORE, Petitioner respectfully requests that the Cancellation is Dismissed.

Respectfully submitted this 1<sup>st</sup> day of March 2013.

**THE ENTERTAINMENT LAW GROUP  
ALAN S. CLARKE & ASSOCIATES, LLC**

By: 

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

/R/GAYMERS SUBREDDIT, an	)	
unincorporated association,	)	
Petitioner,	)	In the matter of Registration No. 3400949
	)	
and	)	For the mark GAYMER
	)	Registered on March 25, 2008
CHRIS VIZZINI, an individual,	)	
Registrant.	)	Cancellation No. 92056705

CERTIFICATE OF SERVICE

I hereby certify service of the within and foregoing Motion to Dismiss by depositing a true and correct copy of same within the United States Mail with adequate postage affixed thereon to assure delivery to its attorneys:

PERKINS COIE LLP  
Judith B. Jennison, Esq.  
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This 1<sup>st</sup> day of March, 2013.

Alan S. Clarke  
Alan S. Clarke  
Georgia Bar Number 128225

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

/R/GAYMERS SUBREDDIT, an unincorporated association, Petitioner,	) ) ) )	In the matter of Registration No. 3400949
and	) )	For the mark GAYMER Registered on March 25, 2008
CHRIS VIZZINI, an individual, Registrant.	) )	Cancellation No. 92056705

**Declaration of Alan S. Clarke (28 U.S.C. 1746)**

ALAN S. CLARKE declares as follows:

1. As counsel for Registrant Chris Vizzini (“Registrant”), I conducted several searches in researching and drafting Registrant’s Motion to Dismiss Petition to Cancel. The results of the searches are set forth below.
2. Attached as Exhibit A are printouts of the applications and registrations for “gaymer” and “gaymer [www.gaymer.org](http://www.gaymer.org), Registration Nos. 3400949 and 3364923 on the U.S. Patent and Trademark Office’s website. This is a true and accurate copy of that webpage.
3. Attached as Exhibit B is a printout of the webpage displaying the [www.reddit.com](http://www.reddit.com) user agreement. This is a true and accurate copy of that webpage.
4. Attached as Exhibit C is a printout of the Delaware Secretary of State’s website displaying the entity details for Reddit, Inc. This is a true and accurate copy of that webpage.
5. Attached as Exhibit D is a printout of the Wikipedia webpage for Reddit. This is a true and accurate copy of that webpage.
6. Attached as Exhibit E is a printout of the webpage displaying Reddit, Inc.’s date of first use for of the subreddit term “gaymers” from the Internet Archive Wayback Machine website. This is a true and accurate copy of that webpage.

7. Attached as Exhibit F is a printout of the Wiktionary website homepage. This is a true and accurate copy of that webpage.

8. Attached as Exhibit G is a printout of the webpage displaying the lack of gaymer as a dictionary word from the Merriam-Webster Dictionary online search engine. This is a true and accurate copy of that webpage.

9. Attached as Exhibit H is a printout of Registrant's website homepage. This is a true and accurate copy of that webpage.

10. Attached as Exhibit I are printouts of the trademark registrations for "men's fitness," Registration No. 2197109, "cat lovers of America," Registration No. 1693611, and "100 black men," Registration No. 2080520, on the U.S. Patent and Trademark Office's website. This is a true and accurate copy of those webpages.

11. Attached as Exhibit J is a printout of the trademark registration for "gay gourmet," Registration No. 4226973, on the U.S. Patent and Trademark Office's website. This is a true and accurate copy of that webpage.

12. Attached as Exhibit K is a printout of the trademark registration for "gay games," Registration No. 2263960, on the U.S. Patent and Trademark Office's website. This is a true and accurate copy of that webpage.

13. Attached as Exhibit L is a printout of the trademark registration for "gay-travel," Registration No. 2034655, on the U.S. Patent and Trademark Office's website. This is a true and accurate copy of that webpage.

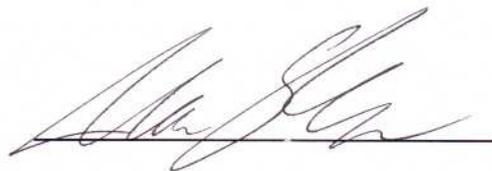
14. Attached as Exhibit M is a printout of the trademark registration for "gaydar," Registration No. 2613823, on the U.S. Patent and Trademark Office's website. This is a true and accurate copy of that webpage.

15. Attached as Exhibit N is a printout of the webpage displaying the definition of “gaydar” from the Merriam-Webster Dictionary online search engine. This is a true and accurate copy of that webpage.

16. Attached as Exhibit O is a printout of the trademark registration for “gamercon,” Registration No. 3062763, on the U.S. Patent and Trademark Office’s website. This is a true and accurate copy of that webpage.

17. Attached as Exhibit P are printouts of the trademark registrations for “gaymer’s,” Registration No. 1133283, “gaymers,” Registration No. 4073959, and “gaymers,” Registration No. 3931134, on the U.S. Patent and Trademark Office’s website. This is a true and accurate copy of that webpage.

I declare under penalty of perjury that the foregoing is true and correct. Executed on March 1, 2013.

A handwritten signature in black ink, appearing to read 'Alan S. Clarke', written over a horizontal line.

Alan S. Clarke (Georgia Bar No. 128225)  
3355 Lenox Road  
Suite 750  
Atlanta, GA 30326

**Enhibitit A**

# Trademark/Service Mark Application, Principal Register

## TEAS Plus Application

Serial Number: 77162857

Filing Date: 04/23/2007

*NOTE: Data fields with the \* are mandatory under TEAS Plus. The wording "(if applicable)" appears where the field is only mandatory under the facts of the particular application.*

The table below presents the data as entered.

Input Field	Entered
TEAS Plus	YES
<b>MARK INFORMATION</b>	
*MARK	<u>GAYMER</u>
*STANDARD CHARACTERS	YES
USPTO-GENERATED IMAGE	YES
LITERAL ELEMENT	GAYMER
*MARK STATEMENT	The mark consists of standard characters, without claim to any particular font, style, size, or color.
<b>APPLICANT INFORMATION</b>	
*OWNER OF MARK	Chris Vizzini
*STREET	673 Boulevard NE
INTERNAL ADDRESS	Apartment 4
*CITY	Atlanta
*STATE (Required for U.S. applicants)	Georgia
*COUNTRY	United States
*ZIP/POSTAL CODE (Required for U.S. applicants only)	30308
PHONE	404-876-8113
FAX	404-816-0555

EMAIL ADDRESS	alansclarke@bellsouth.net
AUTHORIZED TO COMMUNICATE VIA EMAIL	No
<b>LEGAL ENTITY INFORMATION</b>	
*TYPE	INDIVIDUAL
* COUNTRY OF CITIZENSHIP	United States
<b>GOODS AND/OR SERVICES AND BASIS INFORMATION</b>	
* INTERNATIONAL CLASS	042
*FIRST USE ANYWHERE DATE	At least as early as 05/26/2003
*FIRST USE IN COMMERCE DATE	At least as early as 05/26/2003
*DESCRIPTION	Computer services, namely, creating an online community for registered users to participate in competitions, showcase their skills, get feedback from their peers, form virtual communities, engage in social networking and improve their talent
*FILING BASIS	SECTION 1(a)
*FIRST USE ANYWHERE DATE	At least as early as 05/26/2003
*FIRST USE IN COMMERCE DATE	At least as early as 05/26/2003
SPECIMEN FILE NAME(S)	<u>\\TICRS2\EXPORT12\771\628\77162857\xml1\FTK0003.JP G</u>
	<u>\\TICRS2\EXPORT12\771\628\77162857\xml1\FTK0004.JP G</u>
	<u>\\TICRS2\EXPORT12\771\628\77162857\xml1\FTK0005.JP G</u>
	<u>\\TICRS2\EXPORT12\771\628\77162857\xml1\FTK0006.JP G</u>
	<u>\\TICRS2\EXPORT12\771\628\77162857\xml1\FTK0007.JP G</u>
SPECIMEN DESCRIPTION	Pages from the website displaying the services provided to the registered users in the online community and the advertising for the services
*DESCRIPTION	Computer services, namely, hosting and maintaining an online website for others to <b>discuss, receive and disseminate information concerning video games</b>
*FILING BASIS	SECTION 1(a)
*FIRST USE ANYWHERE DATE	At least as early as 05/26/2003

*FIRST USE IN COMMERCE DATE	At least as early as 05/26/2003
SPECIMEN FILE NAME(S)	<u>\\TICRS2\EXPORT12\771\628\77162857\xml1\FTK0003.JP G</u>
	<u>\\TICRS2\EXPORT12\771\628\77162857\xml1\FTK0004.JP G</u>
	<u>\\TICRS2\EXPORT12\771\628\77162857\xml1\FTK0005.JP G</u>
	<u>\\TICRS2\EXPORT12\771\628\77162857\xml1\FTK0006.JP G</u>
	<u>\\TICRS2\EXPORT12\771\628\77162857\xml1\FTK0007.JP G</u>
SPECIMEN DESCRIPTION	Pages from the website displaying the services provided to the registered users in the online community and the advertising for the services
*DESCRIPTION	Computer services, namely, hosting on-line web facilities for others for organizing and conducting online meetings, gatherings, and interactive discussions
*FILING BASIS	SECTION 1(a)
*FIRST USE ANYWHERE DATE	At least as early as 05/26/2003
*FIRST USE IN COMMERCE DATE	At least as early as 05/26/2003
SPECIMEN FILE NAME(S)	<u>\\TICRS2\EXPORT12\771\628\77162857\xml1\FTK0003.JP G</u>
	<u>\\TICRS2\EXPORT12\771\628\77162857\xml1\FTK0004.JP G</u>
	<u>\\TICRS2\EXPORT12\771\628\77162857\xml1\FTK0005.JP G</u>
	<u>\\TICRS2\EXPORT12\771\628\77162857\xml1\FTK0006.JP G</u>
	<u>\\TICRS2\EXPORT12\771\628\77162857\xml1\FTK0007.JP G</u>
SPECIMEN DESCRIPTION	Pages from the website displaying the services provided to the registered users in the online community and the advertising for the services
<b>ADDITIONAL STATEMENTS INFORMATION</b>	
*TRANSLATION (if applicable)	
*TRANSLITERATION	

(if applicable)	
*CLAIMED PRIOR REGISTRATION (if applicable)	
*CONSENT (NAME/LIKENESS) (if applicable)	
*CONCURRENT USE CLAIM (if applicable)	

**ATTORNEY INFORMATION**

NAME	alan s. clarke
FIRM NAME	Law Offices of Alan S. Clarke, LLC
STREET	3355 Lenox Road
INTERNAL ADDRESS	Suite 750
CITY	Atlanta
STATE	Georgia
COUNTRY	United States
ZIP/POSTAL CODE	30326
PHONE	404-816-9800
FAX	404-816-0555
EMAIL ADDRESS	alansclarke@bellsouth.net
AUTHORIZED TO COMMUNICATE VIA EMAIL	Yes

**CORRESPONDENCE INFORMATION**

*NAME	Alan S. Clarke
FIRM NAME	Law Offices of Alan S. Clarke, LLC
*STREET	3355 Lenox Road
INTERNAL ADDRESS	Suite 750
* CITY	Atlanta
* STATE (Required for U.S. applicants)	Georgia
* COUNTRY	United States
* ZIP/POSTAL CODE (Required for U.S. applicants only)	30326
PHONE	404-816-9800
FAX	404-816-0555

* EMAIL ADDRESS	alansclarke@bellsouth.net
* AUTHORIZED TO COMMUNICATE VIA EMAIL	Yes
<b>FEE INFORMATION</b>	
NUMBER OF CLASSES	1
FEE PER CLASS	275
TOTAL FEE DUE	275
<b>SIGNATURE INFORMATION</b>	
* SIGNATURE	/alan s. clarke/
* SIGNATORY'S NAME	Alan S. Clarke
SIGNATORY'S POSITION	Attorney of record
* DATE SIGNED	04/23/2007
<b>FILING INFORMATION SECTION</b>	
SUBMIT DATE	Mon Apr 23 11:42:50 EDT 2007
TEAS STAMP	USPTO/FTK-68.154.121.250- 20070423114250982750-7716 2857-370b1d5ae1ecb72dd0f6 ed84b66ba5a1eb-ET-1744-20 070423110759994507

# Trademark/Service Mark Application, Principal Register

## TEAS Plus Application

**Serial Number: 77162857**

**Filing Date: 04/23/2007**

To the Commissioner for Trademarks:

Correspondence Information: Alan S. Clarke

Suite 750

3355 Lenox Road

Atlanta, Georgia 30326

404-816-9800(phone)

404-816-0555(fax)

alansclarke@bellsouth.net (authorized)

A fee payment in the amount of \$275 will be submitted with the application, representing payment for 1 class(es).

### Declaration

The undersigned, being hereby warned that willful false statements and the like so made are punishable by fine or imprisonment, or both, under 18 U.S.C. Section 1001, and that such willful false statements, and the like, may jeopardize the validity of the application or any resulting registration, declares that he/she is properly authorized to execute this application on behalf of the applicant; he/she believes the applicant to be the owner of the trademark/service mark sought to be registered, or, if the application is being filed under 15 U.S.C. Section 1051(b), he/she believes applicant to be entitled to use such mark in commerce; to the best of his/her knowledge and belief no other person, firm, corporation, or association has the right to use the mark in commerce, either in the identical form thereof or in such near resemblance thereto as to be likely, when used on or in connection with the goods/services of such other person, to cause confusion, or to cause mistake, or to deceive; and that all statements made of his/her own knowledge are true; and that all statements made on information and belief are believed to be true.

Signature: /alan s. clarke/ Date: 04/23/2007

Signatory's Name: Alan S. Clarke

Signatory's Position: Attorney of record

RAM Sale Number: 1744

RAM Accounting Date: 04/23/2007

Serial Number: 77162857

Internet Transmission Date: Mon Apr 23 11:42:50 EDT 2007

TEAS Stamp: USPTO/FTK-68.154.121.250-200704231142509

82750-77162857-370b1d5ae1ecb72dd0f6ed84b

66ba5a1eb-ET-1744-20070423110759994507



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**Record 1 out of 1**

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# GAYMER

**Word Mark** GAYMER  
**Goods and Services** IC 042. US 100 101. G & S: Computer services, namely, creating an online community for registered users to participate in competitions, showcase their skills, get feedback from their peers, form virtual communities, engage in social networking and improve their talent; Computer services, namely, hosting and maintaining an online website for others to discuss, receive and disseminate information concerning video games; Computer services, namely, hosting on-line web facilities for others for organizing and conducting online meetings, gatherings, and interactive discussions. FIRST USE: 20030526. FIRST USE IN COMMERCE: 20030526

**Standard Characters Claimed**  
**Mark Drawing Code** (4) STANDARD CHARACTER MARK  
**Serial Number** 77162857  
**Filing Date** April 23, 2007  
**Current Basis** 1A  
**Original Filing Basis** 1A  
**Published for Opposition** October 23, 2007  
**Registration Number** 3400949

**Registration Date** March 25, 2008  
**Owner** (REGISTRANT) Chris Vizzini INDIVIDUAL UNITED STATES Apartment 4 673 Boulevard NE Atlanta GEORGIA 30308  
**Attorney of Record** alan s. clarke  
**Type of Mark** SERVICE MARK  
**Register** PRINCIPAL  
**Live/Dead Indicator** LIVE

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# Trademark/Service Mark Application, Principal Register

## TEAS Plus Application

Serial Number: 77162930

Filing Date: 04/23/2007

*NOTE: Data fields with the \* are mandatory under TEAS Plus. The wording "(if applicable)" appears where the field is only mandatory under the facts of the particular application.*

The table below presents the data as entered.

Input Field	Entered
TEAS Plus	YES
<b>MARK INFORMATION</b>	
*MARK FILE NAME	\\TICRS2\EXPORT12\771\629 \77162930\xml\FTK0002.JP G
*SPECIAL FORM	YES
USPTO-GENERATED IMAGE	NO
LITERAL ELEMENT	gaymer www.gaymer.org
*COLOR MARK	NO
*COLOR(S) CLAIMED (If applicable)	
*DESCRIPTION OF THE MARK (and Color Location, if applicable)	The mark consists of the word mark "gaymer" with the words "www.gaymer.org" underneath the letters "mer", in a much smaller font; attached to the stem of the letter "y" in the larger "gaymer" is a design of a video game console, with a plus sign on the rounded left side, and four dots arranged in a diamond shape on the rounded right side; there are two "minus" signs (dashes) on the rectangular part of the console connecting the right and left sides.
PIXEL COUNT ACCEPTABLE	NO
PIXEL COUNT	500 x 200
<b>APPLICANT INFORMATION</b>	
*OWNER OF MARK	

*OWNER OF MARK	Chris Vizzini
*STREET	673 Boulevard NE
INTERNAL ADDRESS	Apartment 4
*CITY	Atlanta
*STATE (Required for U.S. applicants)	Georgia
*COUNTRY	United States
*ZIP/POSTAL CODE (Required for U.S. applicants only)	30308
PHONE	(404) 876-8113
FAX	404-816-0555
EMAIL ADDRESS	alansclarke@bellsouth.net
AUTHORIZED TO COMMUNICATE VIA EMAIL	No

### LEGAL ENTITY INFORMATION

*TYPE	INDIVIDUAL
* COUNTRY OF CITIZENSHIP	United States

### GOODS AND/OR SERVICES AND BASIS INFORMATION

*INTERNATIONAL CLASS	025
*FIRST USE ANYWHERE DATE	At least as early as 12/01/2003
*FIRST USE IN COMMERCE DATE	At least as early as 12/01/2003
*DESCRIPTION	Boxer shorts
*FILING BASIS	SECTION 1(a)
*FIRST USE ANYWHERE DATE	At least as early as 12/01/2003
*FIRST USE IN COMMERCE DATE	At least as early as 12/01/2003
SPECIMEN FILE NAME(S)	<u>\\TICRS2\EXPORT12\771\629\77162930.xml1\FTK0003.JP G</u>
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	<u>\\TICRS2\EXPORT12\771\629\77162930.xml1\FTK0006.JP G</u>
	hat with visor, thong underwear, t-shirt and boxer

SPECIMEN DESCRIPTION	underwear
*DESCRIPTION	Thongs
*FILING BASIS	SECTION 1(a)
*FIRST USE ANYWHERE DATE	At least as early as 12/01/2003
*FIRST USE IN COMMERCE DATE	At least as early as 12/01/2003
SPECIMEN FILE NAME(S)	<u>\\TICRS2\EXPORT12\771\629\77162930\xml1\FTK0003.JP G</u>
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	<u>\\TICRS2\EXPORT12\771\629\77162930\xml1\FTK0006.JP G</u>
SPECIMEN DESCRIPTION	hat with visor, thong underwear, t-shirt and boxer underwear
*DESCRIPTION	Caps with visors
*FILING BASIS	SECTION 1(a)
*FIRST USE ANYWHERE DATE	At least as early as 12/01/2003
*FIRST USE IN COMMERCE DATE	At least as early as 12/01/2003
SPECIMEN FILE NAME(S)	<u>\\TICRS2\EXPORT12\771\629\77162930\xml1\FTK0003.JP G</u>
	<u>\\TICRS2\EXPORT12\771\629\77162930\xml1\FTK0004.JP G</u>
	<u>\\TICRS2\EXPORT12\771\629\77162930\xml1\FTK0005.JP G</u>
	<u>\\TICRS2\EXPORT12\771\629\77162930\xml1\FTK0006.JP G</u>
SPECIMEN DESCRIPTION	hat with visor, thong underwear, t-shirt and boxer underwear
*DESCRIPTION	Short-sleeved or long-sleeved t-shirts
*FILING BASIS	SECTION 1(a)
*FIRST USE ANYWHERE DATE	At least as early as 12/01/2003
*FIRST USE IN COMMERCE DATE	At least as early as 12/01/2003
SPECIMEN	<u>\\TICRS2\EXPORT12\771\629</u>

FILE NAME(S)	\77162930\xml1\FTK0003.JP G
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	\TICRS2\EXPORT12\771\629 \77162930\xml1\FTK0005.JP G
	\TICRS2\EXPORT12\771\629 \77162930\xml1\FTK0006.JP G
SPECIMEN DESCRIPTION	hat with visor, thong underwear, t-shirt and boxer underwear

### ADDITIONAL STATEMENTS INFORMATION

*TRANSLATION (if applicable)	
*TRANSLITERATION (if applicable)	
*CLAIMED PRIOR REGISTRATION (if applicable)	
*CONSENT (NAME/LIKENESS) (if applicable)	
*CONCURRENT USE CLAIM (if applicable)	

### ATTORNEY INFORMATION

NAME	Alan S. Clarke
FIRM NAME	Law Offices of Alan S. Clarke, LLC
STREET	3355 Lenox Road
INTERNAL ADDRESS	Suite 750
CITY	Atlanta
STATE	Georgia
COUNTRY	United States
ZIP/POSTAL CODE	30326
PHONE	404-816-9800
FAX	404-816-0555
EMAIL ADDRESS	alansclarke@bellsouth.net
AUTHORIZED TO COMMUNICATE VIA EMAIL	Yes

### CORRESPONDENCE INFORMATION

--	--

*NAME	Alan S. Clarke
FIRM NAME	Law Offices of Alan S. Clarke, LLC
*STREET	3355 Lenox Road
INTERNAL ADDRESS	Suite 750
* CITY	Atlanta
* STATE (Required for U.S. applicants)	Georgia
* COUNTRY	United States
* ZIP/POSTAL CODE (Required for U.S. applicants only)	30326
PHONE	404-816-9800
FAX	404-816-0555
* EMAIL ADDRESS	alansclarke@bellsouth.net
* AUTHORIZED TO COMMUNICATE VIA EMAIL	Yes
<b>FEE INFORMATION</b>	
NUMBER OF CLASSES	1
FEE PER CLASS	275
TOTAL FEE DUE	275
<b>SIGNATURE INFORMATION</b>	
* SIGNATURE	/alan s. clarke/
* SIGNATORY'S NAME	Alan S. Clarke
SIGNATORY'S POSITION	Attorney of record
* DATE SIGNED	04/23/2007
<b>FILING INFORMATION SECTION</b>	
SUBMIT DATE	Mon Apr 23 12:22:31 EDT 2007
TEAS STAMP	USPTO/FTK-68.154.121.250- 20070423122231760869-7716 2930-37097964d5c689cc1ce1 bbb711696527-ET-1883-2007 0423114409345254

# Trademark/Service Mark Application, Principal Register

## TEAS Plus Application

**Serial Number: 77162930**

**Filing Date: 04/23/2007**

To the Commissioner for Trademarks:

Correspondence Information: Alan S. Clarke

Suite 750

3355 Lenox Road

Atlanta, Georgia 30326

404-816-9800(phone)

404-816-0555(fax)

alansclarke@bellsouth.net (authorized)

A fee payment in the amount of \$275 will be submitted with the application, representing payment for 1 class(es).

### Declaration

The undersigned, being hereby warned that willful false statements and the like so made are punishable by fine or imprisonment, or both, under 18 U.S.C. Section 1001, and that such willful false statements, and the like, may jeopardize the validity of the application or any resulting registration, declares that he/she is properly authorized to execute this application on behalf of the applicant; he/she believes the applicant to be the owner of the trademark/service mark sought to be registered, or, if the application is being filed under 15 U.S.C. Section 1051(b), he/she believes applicant to be entitled to use such mark in commerce; to the best of his/her knowledge and belief no other person, firm, corporation, or association has the right to use the mark in commerce, either in the identical form thereof or in such near resemblance thereto as to be likely, when used on or in connection with the goods/services of such other person, to cause confusion, or to cause mistake, or to deceive; and that all statements made of his/her own knowledge are true; and that all statements made on information and belief are believed to be true.

Signature: /alan s. clarke/ Date: 04/23/2007

Signatory's Name: Alan S. Clarke

Signatory's Position: Attorney of record

RAM Sale Number: 1883

RAM Accounting Date: 04/23/2007

Serial Number: 77162930

Internet Transmission Date: Mon Apr 23 12:22:31 EDT 2007

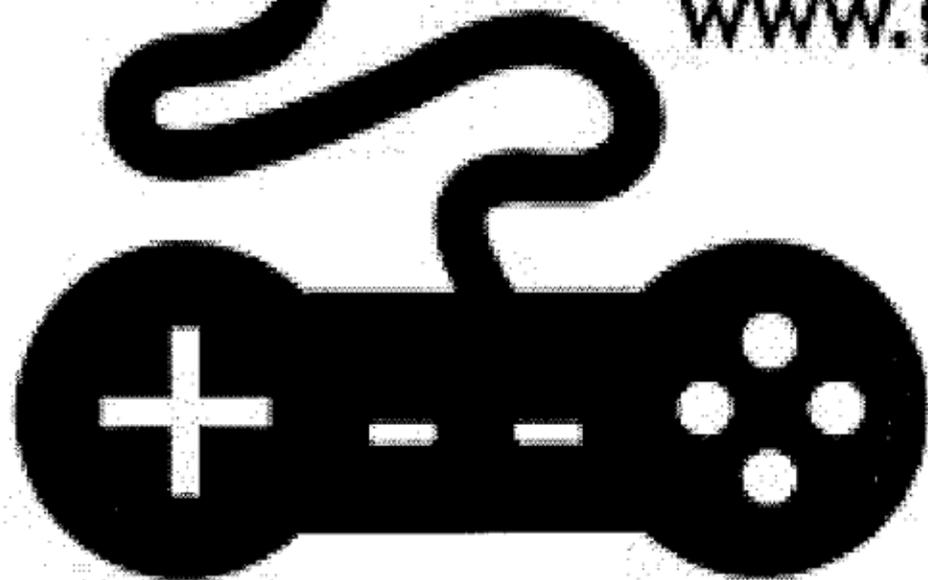
TEAS Stamp: USPTO/FTK-68.154.121.250-200704231222317

60869-77162930-37097964d5c689cc1ce1bbb71

1696527-ET-1883-20070423114409345254

gaymer

[www.gaymer.org](http://www.gaymer.org)





# Trademark > Trademark Electronic Search System (TESS)

TESS was last updated on Fri Mar 1 05:02:46 EST 2013

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OR

to record:

Record 1 out of 0

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 return to TESS )



**Word Mark**

GAYMER WWW.GAYMER.ORG

**Goods and Services**

IC 025. US 022 039. G & S: Boxer shorts; Thongs; Caps with visors; Short-sleeved or long-sleeved t-shirts. FIRST USE: 20031201. FIRST USE IN COMMERCE: 20031201

**Mark Drawing Code**

(3) DESIGN PLUS WORDS, LETTERS, AND/OR NUMBERS

**Design Search Code**

16.01.03 - CB radios; Projection screens (television); Radios; Remote controls, television; Screens, projection; Screens, television; Television sets  
 27.03.05 - Objects forming letters or numerals

**Trademark Search Facility Classification Code**

ART-16.01 Telecommunications and sound recording or reproduction equipment  
 LETS-1 WWW A single letter, multiples of a single letter or in combination with a design  
 LETTER-3-OR-MORE ORG Combination of three or more letters as part of the mark  
 NOTATION-SYMBOLS Notation Symbols such as Non-Latin characters, punctuation and mathematical signs, zodiac signs, prescription marks

**Serial Number**

77162930

**Filing Date**

April 23, 2007

**Current Basis**

1A

**Original Filing Basis**

1A

**Published for Opposition**

October 23, 2007

**Registration**

3364923

**Number**

**Registration Date** January 8, 2008

**Owner** (REGISTRANT) Chris Vizzini INDIVIDUAL UNITED STATES Apartment 4 673 Boulevard NE Atlanta GEORGIA 30308

**Attorney of Record** Alan S. Clarke

**Description of Mark** The mark consists of the word mark "gaymer" with the words "www.gaymer.org" underneath the letters "mer", in a much smaller font; attached to the stem of the letter "y" in the larger "gaymer" is a design of a video game console, with a plus sign on the rounded left side, and four dots arranged in a diamond shape on the rounded right side; there are two "minus" signs (dashes) on the rectangular part of the console connecting the right and left sides.

**Type of Mark** TRADEMARK

**Register** PRINCIPAL

**Live/Dead Indicator** LIVE

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**Exhibit B**

# useragreement

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- Monitoring
- Medical Information Disclaimer
- Registration and Account Creation
  - Registration Information:
  - Use of User ID/Password
  - Fees And Payments

### Rules of Usage:

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- Comments By Others Are Not Endorsed By Service Provider
- Use Of Material Supplied By You:
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- Merchandise Sold ON OR THROUGH THE WEBSITE:
- Indemnification:
- Editing And Deletions:
- Additional Rules:
- Disclaimer Of Warranty And Limitation Of Liability:
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- Jurisdiction:
- Auctions
- Associated Press:
- Mobile Terms and Conditions

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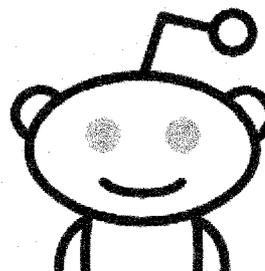
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Last Revised April 10, 2012 (edited contact information)

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Please read the rules contained in this Agreement carefully. You can access this Agreement any time at <http://reddit.com/help/useragreement>. Your use of and/or registration on any aspect of the Website will constitute your agreement to comply with these rules. If you cannot agree with these rules,

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The Agreement may be modified from time to time; the date of the most recent revisions will appear on this page, so check back often. Continued access of the Website by you will constitute your acceptance of any changes or revisions to the Agreement.

Your failure to follow these rules, whether listed below or in bulletins posted at various points in the Website, may result in suspension or termination of your access to the Website, without notice, in addition to Service Provider's other remedies.

## Monitoring

We strive to provide an enjoyable online experience for our users, so we may monitor activity on the Website, including in the bulletin boards, forums, personal ads, and chats, to foster compliance with this Agreement. All users of the Website hereby specifically agree to such monitoring. Nevertheless, we do not make any warranties or guarantees that: (1) the Website, or any portion thereof, will be monitored for accuracy or unacceptable use, (2) apparent statements of fact will be authenticated, or (3) we will take any specific action (or any action at all) in the event of a dispute regarding compliance or non-compliance with this Agreement.

## Medical Information Disclaimer

The Website is not a forum for the exchange of medical information, advice or the promotion of self-destructive behavior (e.g., eating disorders, suicide). While you may freely discuss your troubles, you should not look to the Website for information or advice on such topics. Instead, we recommend that you talk in person with a trusted adult that you know or a medical professional.

THE INFORMATION ON THIS WEBSITE IS  
PROVIDED FOR EDUCATIONAL AND

ENTERTAINMENT PURPOSES ONLY, AND IS IN NO WAY INTENDED TO DIAGNOSE, CURE, OR TREAT ANY MEDICAL OR OTHER CONDITION. ALWAYS SEEK THE ADVICE OF YOUR PHYSICIAN OR OTHER QUALIFIED HEALTH PROVIDER PRIOR TO STARTING ANY NEW DIET AND ASK YOUR DOCTOR ANY QUESTIONS YOU MAY HAVE REGARDING A MEDICAL CONDITION. IN ADDITION TO ALL OTHER LIMITATIONS AND DISCLAIMERS IN THIS AGREEMENT, SERVICE PROVIDER AND ITS THIRD PARTY PROVIDERS DISCLAIM ANY LIABILITY OR LOSS IN CONNECTION WITH THE CONTENT PROVIDED ON THIS WEBSITE.

## **Registration and Account Creation**

### **Registration Information:**

Service Provider may at times require that you register and/or set up an account to use certain portions of the Website, or the Website as a whole. In order to do so, you may be provided, or required to choose, a password, user name, and/or other registration information (collectively, "Registration Information"). You agree and represent that all Registration Information provided by you is accurate and up-to-date. If any of your Registration Information changes, you must update it by using the appropriate update mechanism on the Website, if available. Otherwise, contact our Privacy Policy Coordinator as described in our Privacy Policy.

### **Use of User ID/Password**

If you register and/or set up an account on the Website, you will be solely responsible for maintaining the confidentiality of your Registration Information. You may not authorize others to use your Registration Information. You may not sub-license, transfer, sell or assign your Registration Information and/or this Agreement to any third party without our written approval. Any attempt to do so will be null and void and shall be considered a material breach of this Agreement.

You are solely responsible for all usage or activity on your account including, but not limited to, use of the account by any person who

uses your Registration Information, with or without authorization, or who has access to any computer on which your account resides or is accessible.

If you have reason to believe that your account is no longer secure (for example, in the event of a loss, theft or unauthorized disclosure or use of your Registration Information or any credit, debit or charge card number stored on the Website), you must promptly change the affected Registration Information by using the appropriate update mechanism on the Website, if available, or notify our Privacy Policy Coordinator as described in our Privacy Policy.

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Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit Service Provider to locate the material;

Information reasonably sufficient to permit Service Provider to contact the complaining party, such as an address, telephone number, and if available, an electronic mail address at which the complaining party may be contacted;

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Copyright Agent

reddit, Inc

c/o Wired

520 Third St.

San Francisco, CA 94107

By phone: (707) 733-3484

By fax: 212.658.9241

By e-mail: [copyright@reddit.com](mailto:copyright@reddit.com)

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**File Number:** 4982247 **Incorporation Date:** 05/13/2011  
**/ Formation Date:** (mm/dd/yyyy)

**Entity Name:** REDDIT INC.

**Entity Kind:** CORPORATION **Entity Type:** GENERAL

**Residency:** DOMESTIC **State:** DE

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**State:** DE **Postal Code:** 19808

**Phone:** (302)636-5401

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**Exhibit ID**

# Reddit

From Wikipedia, the free encyclopedia

**Reddit** /ˈrɛdɪt/<sup>[3]</sup> stylized as **reddit**, is a social news and entertainment website where registered users submit content in the form of either a link or a text ("self") post. Other users then vote the submission "up" or "down", which is used to rank the post and determine its position on the site's pages and front page. Reddit is based in San Francisco, California.

Reddit was founded by Steve Huffman and Alexis Ohanian. It was acquired by Condé Nast Publications in October 2006. In September 2011, Reddit was split from Condé Nast, and now operates as a subsidiary of Condé Nast's parent company, Advance Publications.

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## Overview

### Reddit Inc.



# reddit

<b>Type</b>	Private company
<b>Foundation date</b>	June 2005
<b>Area served</b>	Worldwide
<b>Founder(s)</b>	Steve Huffman Alexis Ohanian
<b>Key people</b>	Yishan Wong (CEO)
<b>Owner</b>	Advance Publications
<b>Employees</b>	20 <sup>[1]</sup>
<b>Slogan(s)</b>	The front page of the internet
<b>Website</b>	www.reddit.com (http://www.reddit.com/)
<b>Alexa rank</b>	<span>▲</span> 136 (January 2013) <sup>[2]</sup>
<b>Type of site</b>	Social news
<b>Advertising</b>	Banner ads
<b>Registration</b>	Optional (required to submit, comment or vote)
<b>Available in</b>	Multilingual
<b>Current status</b>	Active

The site is a collection of entries submitted by its registered users, essentially a bulletin board system. The entries are organized into areas of interest called "reddits". Historically, the front page was the main reddit, and other areas were "subreddits". There is now no main reddit, but the term subreddit persists as an informal name for an area of interest.

Registered users, especially those that post new entries, or post comments to entries, are called "redditors", a portmanteau of "reddit editor". Reddit itself is a portmanteau of "read/edit" and of "read it", i.e., "I read it on Reddit".

As submissions post to the site, redditors can vote for or against them (upvote/downvote). Each reddit has a front page that shows newer submissions that have been rated highly. Redditors can also post comments about the submission, and respond back and forth in a conversation tree of comments; the comments themselves can also be upvoted and downvoted.

The home page of Reddit displays front page content from selected reddits. There is a default set, but registered users can customize their set.

Redditors can "friend" one another, which gives a redditor quick access to posting and comments of their friend list.

Postings are typically a link to an external source, with a title provided by the redditor who posted it. Some redditors use the site as a personal bookmark collection. Others, relying on the size and activity of Reddit, and on the crowd sourced ratings of links, use it as a news aggregator.

Reddit also allows postings that do not link externally. These are called "self posts" or "text submissions". Reddit encourages links over text submissions, by allowing redditors to accumulate points ("karma") for highly rated links, but not for self-posts. Redditors also accumulate karma for highly rated comments, on posts of both kinds.

The commenting system and friend system, along with a certain "Reddit ethos", lend Reddit aspects of a social network, though not to the extent of Facebook, Google+, and other websites aimed at social networking.

Front page rank, for both the general front page and for individual reddits, is determined by the age of the submission, positive ("upvoted") to negative ("downvoted") feedback ratio and the total vote count.<sup>[4]</sup> Dozens of submissions cycle through these front pages daily.

As of June 2012, commentary on the site is particularly active, often running into the hundreds on some submissions. Popular comments have generated many 'memes' within the Reddit community.<sup>[citation needed]</sup>

## Reddits

Any registered user may create a reddit, although a link to do so does not appear on the user's homepage until after thirty days.<sup>[5]</sup> There are over 67,000 subreddits to peruse, with the default set being (as of October 18, 2011)<sup>[6]</sup>

■ funny

■ WTF



Mister Splashy  
Pants logo used on  
November 27, 2007

- pics
- announcements
- blog
- AskReddit
- worldnews
- gaming
- todayilearned (TIL)
- politics
- science
- IAmA
- videos
- technology
- Music
- atheism
- AdviceAnimals
- aww
- movies
- bestof

Users may customize what is shown on their personal front page by subscribing to individual redds through a page that shows all redds available. The site's general front page is also accessible via a link to "all" at the top of the individual user's customised front page.

## Reddit meetups

The Reddit community has been known to socialise at local parks and bars around the world,<sup>[7]</sup> and there are many localised redds for local meetings.

## Reddit IAmA

One of the most popular Reddits is IAmA ("I am a") where a user may post "AMAs" (for "Ask Me Anything") – prompts for others to ask questions any topic. AMAs are open to all Reddit users, and use the site's comment system for both questions and answers.

A number of notable individuals have participated in the IAmA Reddit, including President Barack Obama (while campaigning for the 2012 election), Chris Hadfield (who answered questions from the International Space Station), Bill Gates, Jimmy Kimmel, Ron Paul, Stephen Colbert, Bear Grylls, Deadmau5, Zach Braff, Neil Strauss, and Tim Ferriss.<sup>[8][9][10][11][12][13][14][15][16][17][18][19]</sup> Barack Obama's AMA is the highest rated on the site, as of February 2013.<sup>[20]</sup> On August 29, 2012, when the AMA occurred, the increased traffic brought down many parts of the website.<sup>[21]</sup>

Celebrities participating in IAmAs have found the experience a mixed bag, usually depending on how well they understand Reddit and its ethos. Woody Harrelson had a bad experience when he tried to run an IAmA primarily to promote a new movie; the audience wanted to explore other things with him, which caused conflict. In contrast, shortly thereafter, Molly Ringwald ran an IAmA that was received warmly; she explained that she had been lurking for a while, understood more about the community, and proceeded without an agenda. Harrelson's experience became a meme in other IAmAs, with Ringwald's shown as a contrast.

## History

Reddit was founded in June 2005<sup>[22]</sup> by Steve Huffman and Alexis Ohanian in Medford MA, both 22-year-old graduates of the University of Virginia.<sup>[23]</sup> It received its initial funding from Y Combinator. The team expanded to include Christopher Slowe in November 2005. Between November 2005 and January 2006 Reddit merged with Aaron Swartz's company Infogami, and Swartz became an equal

owner of the resulting parent company, Not A Bug.<sup>[24][25]</sup> Condé Nast Publications, owner of *Wired*, acquired Reddit on October 31, 2006, and the team moved to San Francisco.<sup>[26]</sup> In January 2007, Swartz was fired.<sup>[27]</sup>

## Open source

On June 18, 2008, Reddit became an open source project.<sup>[28]</sup> With the exception of the anti-spam/cheating portions, all of the code and libraries written for Reddit became freely available on Github.<sup>[29]</sup>

## Growth

By the end of 2008, the team had grown to include Erik Martin, Jeremy Edberg,<sup>[30]</sup> David King,<sup>[31]</sup> and Mike Schiraldi.<sup>[32]</sup> In 2009, Huffman and Ohanian moved on to form Hipmunk, recruiting Slowe<sup>[33]</sup> and King<sup>[34]</sup> shortly thereafter.

## Reddit Gold

In July 2010, after explosive traffic growth, Reddit introduced Reddit Gold, offering new features for a price of US\$3.99/month or US\$29.99/year.<sup>[35]</sup> The revenue and attention got them approval to buy more servers and employ more people.<sup>[citation needed]</sup>

On February 14th 2013, Reddit began accepting the digital currency bitcoin for its Reddit Gold subscription service through a partnership with bitcoin payment processor Coinbase.<sup>[36]</sup>

## Independence

On September 6, 2011, Reddit became operationally independent of Condé Nast, now operating as a separate subsidiary of its parent company, Advance Publications.<sup>[37]</sup>

## Blackout

On January 11, 2012, Reddit announced that it would be participating in a 12-hour sitewide blackout in protest of the Stop Online Piracy Act.<sup>[38]</sup> The blackout occurred on January 18 and coincided with the blackouts of Wikipedia and several other Internet properties. In May 2012, Reddit joined the Internet Defense League, a group formed to organise future protests.<sup>[39]</sup>

## Demographics

According to Google DoubleClick Ad Planner's estimate, the median U.S. Reddit user is male (72%), 25–34 years of age, and has a college education. The analysis also shows that many of the top ten audience interests are in the tech field, suggesting a computer savvy demographic.<sup>[40]</sup>

## "Restoring Truthiness" campaign

As a response to Glenn Beck's August 28, 2010, Restoring Honor rally (heavily promoted by him in his FOX News broadcasts during the summer), in September 2010 Reddit users started a movement to persuade Stephen Colbert to have a counter-rally in Washington, D.C.<sup>[41]</sup> The movement was started by user *mrsammercer*, in a post where he describes waking up from a dream in which Stephen Colbert holds a satirical rally in D.C.<sup>[42]</sup>

He writes, "This would be the high water mark of American satire. Half a million people pretending to suspend all rational thought in unison. Perfect harmony. It'll feel like San Francisco in the late 60s, only we won't be able to get any acid."

The idea resonated with the Reddit community, which launched a campaign to bring the event to life. Over \$600,000<sup>[43]</sup> was raised for charity to gain the attention of Colbert. The campaign was mentioned on-air several times, and when the Rally to Restore Sanity and/or Fear was held in Washington, D.C. on October 30, 2010, thousands of redditors made the journey.<sup>[44]</sup>

During a post-rally press conference, Reddit co-founder Alexis Ohanian asked, "What role did the Internet campaign play in convincing you to hold this rally?" Jon Stewart responded by saying that, though it was a very nice gesture, the two had already thought of the idea prior and the deposit on using the National Mall was already paid during the summer, so it acted mostly as a "validation of what we were thinking about attempting".<sup>[45]</sup> In a message to the Reddit community, Colbert later added, "I have no doubt that your efforts to organize and the joy you clearly brought to your part of the story contributed greatly to the turnout and success."<sup>[46]</sup>

## Technology

Reddit was originally written in Common Lisp but was rewritten in Python in December 2005.<sup>[47]</sup> The reasons given for the switch were wider access to code libraries and greater development flexibility. The Python web framework that former Reddit employee Aaron Swartz developed to run the site, *web.py*, is now available as an open-source project.<sup>[48]</sup>

Reddit currently uses Pylons as its web framework.<sup>[49]</sup> As of November 2009, Reddit has decommissioned their physical servers and migrated to Amazon Web Services.<sup>[50]</sup>

Reddit uses PostgreSQL as primary datastore and slowly moving to Apache Cassandra, a column oriented datastore. It uses RabbitMQ for offline processing, HAProxy for load balancing and memcached for caching.

In early 2009, Reddit started using jQuery.<sup>[51]</sup>

### Mobile web

On June 7, 2010, Reddit staff launched a revamped mobile interface featuring rewritten CSS, a new color scheme, and a multitude of improvements.<sup>[52]</sup>

### Client interface applications

There are several unofficial applications that use the Reddit API on the Android Market, including *Reddit is Fun*,<sup>[53]</sup> *Andreddit*,<sup>[54]</sup> *F5*, *BaconReader*,<sup>[55]</sup> and an Android tablet specific application called *Reddita*.<sup>[56]</sup> For Apple's iOS, there is an official Reddit app called *iReddit*<sup>[57]</sup> as well as a number of unofficial third party client apps.

## Search

On July 21, 2010, Reddit outsourced the Reddit search engine to Flaptor, who used its search product IndexTank.<sup>[58]</sup> Reddit currently uses Amazon CloudSearch.<sup>[59]</sup>

## Community and culture

The website is known for its open nature and diverse user community that generate its content. Its demographics allows for wide-ranging subject areas, or main subreddits, that receive much attention, as well as the ability for smaller subreddits to serve more niche purposes. The unique possibilities that subreddits provide create new opportunities for raising attention and fostering discussion across many areas. In gaining popularity in terms of unique users per day, Reddit has been a platform for many to raise publicity for a number of causes. And with that increased ability to garner attention and a large audience, users can use one of the largest communities on the Internet for new, revolutionary, and influential purposes.<sup>[60]</sup>

Its popularity has enabled users to take unprecedented advantage of such a large community. Its innovative socially ranked rating and sorting system drives a method that is useful for fulfilling certain goals of viewership or simply finding answers to interesting questions. User sentiments about the website's function and structure include feelings about the breadth and depth of the discussions on Reddit and how the site makes it easy to discover new and interesting items. Almost all of the user reviews on *Alexa.com*, which rates Reddit's monthly unique traffic rating 125th in the United States, mention Reddit's "good content" as a likable quality. However, others raise the negative aspects of the potential for Reddit's communities to possess a "hive mind" of sorts,<sup>[61]</sup> embodying some negative aspects of group interaction theories like crowd psychology and collective consciousness.

In recent history, Reddit has been known as the instigator of several large-scale projects, some short and others long-term, in order to benefit others. A selection of major events are outlined below:

- In early December 2010, members of the Christianity subreddit decided to hold a fundraiser<sup>[62]</sup> and later members of the atheism subreddit decided to give some friendly competition,<sup>[63]</sup> cross-promoting<sup>[64]</sup> fundraising drives for Médecins Sans Frontières (Doctors Without Borders) and World Vision's Clean Water Fund, respectively. Later, the Islam subreddit joined in, raising money for Islamic Relief. In less than a week, the three communities (as well as the Reddit community at large) raised over \$200,000. Most of this was raised by the atheism subreddit,<sup>[65]</sup> though the Christianity subreddit had a higher donation amount per subscriber.
- In early October 2010, a story was posted on Reddit about a seven-year-old girl, Kathleen Edward, who was in the advanced stages of Huntington's disease. The girl's neighbors were taunting her and her family. Redditors banded together and gave the girl a shopping spree<sup>[66][67]</sup> at Tree Town Toys, a toy store local to the story owned by a Reddit user.
- Reddit started the largest Secret Santa program in the world, which is still in operation to date. For

the 2010 Holiday season, 92 countries were involved in the Secret Santa program. There were 17,543 participants, and \$662,907.60 was collectively spent on gift purchases and shipping costs.<sup>[68][69][70]</sup>

- Members from Reddit donated over \$600,000 to DonorsChoose in support of Stephen Colbert's March to Keep Fear Alive. The donation spree broke previous records for the most money donated to a single cause by the Reddit community and resulted in an interview with Colbert on Reddit.<sup>[71]</sup>
- Reddit users donated \$185,356.70 to Direct Relief International for Haiti after the earthquake devastated the island in January 2010.<sup>[72]</sup>
- Reddit users donated over \$70,000 to the Faraja Orphanage in the first 24 hours to help secure the orphanage after intruders robbed and attacked one of the volunteers, Omari, who survived a strike to the head from a machete.<sup>[73]</sup>

## Controversial subreddits

The website has a strong culture of free speech and very few rules about the types of content that may be posted.<sup>[74]</sup> This has led to the creation of several subreddits that have been perceived as extremely offensive, including forums dedicated to jailbait (since banned) and pictures of dead bodies; several such subreddits were the focus of an edition of *Anderson Cooper 360* in September 2011.<sup>[75]</sup> However, "Suggestive or sexual content featuring minors" was not explicitly banned until February 2012, after members of the forum Something Awful planned to send correspondence to "Parent Teacher Associations, politicians, churches, news outlets and the FBI" about such subreddits.<sup>[76]</sup>

In October 2012, a *Gawker* article published the real-life identity of "Violentacrez", a Reddit moderator prominently involved with a string of controversial subreddits devoted to photographs of underage girls, rape fantasies, upskirt photos and similar topics.<sup>[77][78]</sup> As a result of the story, the contributor Michael Brutsch, a 49-year-old computer programmer from Texas, was fired from his job.<sup>[78]</sup> In response to the exposé, a number of Reddit moderators banned *Gawker* links from their subreddits.<sup>[77]</sup>

## Awards

In May 2010, Reddit was named in Lead411's "2010 Hottest San Francisco Companies" list.<sup>[79]</sup>

## See also

- 4chan
- Digg
- Diigo
- Delicious
- Fark
- Imgur
- MetaFilter
- Reddit effect
- StumbleUpon
- Slashdot
- Social bookmarking
- Social news
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**Exhibition**



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## Word of the day for February 28

**compere** *n*

0:00

MENU

### 1. (*chiefly UK*)

A master of ceremonies in a television, variety or quiz show. Also used more generally for any master of ceremonies.

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## Foreign Word of the Day in French

**chenapan** *m., noun*

### 1. rogue, rascal, scoundrel

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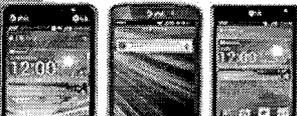
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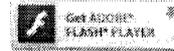
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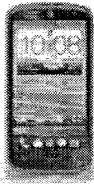
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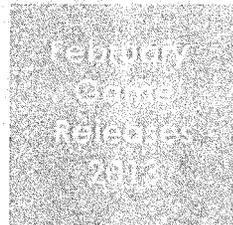
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### **PINNED** February 2013 Game Releases

Jan 22 2013 03:37 PM | gaymer in Editorial

Well well, it's the month of love, cupid and blood and guts apparently. Lots of juicy gore games coming up. Here's a quick peek at what's coming out in February 2013. Dead Space 3 Feb 5th - Win, PS3, XBOX Northstar - Ken's Rage 2 Feb 5th - PS3, XB...

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### Nintendo E-Store Prices High

Feb 27 2013 01:47 PM | gaymer in Nintendo

There has been some grumbling of Nintendo E-Store prices, especially for the portable game market. With iPhone games for a few dollars a countless "freemium" games, why is Nintendo selling digital downloads for the same price as retail stores. Without...

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### Playstation 4 Reveal

Feb 21 2013 11:52 AM | gaymer in Playstation

Sony's announcement of the Playstation 4 has come and gone. Rather than fine tooth combing the two hour keynote, I'm going to give you a rundown of key points of interest. Few details were given in terms of system specifications. We do know the price...

Read story → 12 comments playstation 4, ps4, reveal and 1 more...



### Watch Playstation 4 Announcement

Feb 20 2013 02:03 PM | gaymer in Playstation

Sony's big day is finally here. It is expected for the tech-giant to give us details on the Playstation 4 (code-named Orbis) at the PlayStation Meeting 2013 to be held today. A live stream of the event will be available here at 6 pm Eastern via youtube...

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### Mario & Luigi: Dream Team Preview

Feb 15 2013 02:16 PM | gaymer in Nintendo

Nintendo announced yesterday that this summer we will be seeing another installment in the Mario & Luigi franchise for the 3DS. Super stoked about this game! According to the press release: "A new installment in the Mario & Luigi: Dream Team..."

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**Serial Number** 75230631

**Filing Date** January 24, 1997

**Current Basis** 1A

**Original Filing Basis** 1B

**Published for Opposition** July 28, 1998

**Registration Number** 2197109

**Registration Date** October 20, 1998

**Owner** (REGISTRANT) Weider Health and Fitness CORPORATION NEVADA 21100 Erwin Street Woodland Hills CALIFORNIA 913673772

(LAST LISTED OWNER) WEIDER PUBLICATIONS LLC LIMITED LIABILITY COMPANY DELAWARE 1000 AMERICAN MEDIA WAY BOCA RATON FLORIDA 334641000

### Assignment

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**Attorney of Record** Lo-Mae Lai

**Prior Registrations** 1591426;1956592

**Type of Mark** SERVICE MARK

**Register** PRINCIPAL-2(F)

**Affidavit Text** SECT 15. SECT 8 (6-YR). SECTION 8(10-YR) 20080521.

**Renewal** 1ST RENEWAL 20080521

**Live/Dead Indicator** LIVE

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<b>Mark Drawing Code</b>	(1) TYPED DRAWING
<b>Serial Number</b>	74025701
<b>Filing Date</b>	February 5, 1990
<b>Current Basis</b>	1A
<b>Original Filing Basis</b>	1B
<b>Published for Opposition</b>	May 7, 1991
<b>Registration Number</b>	<b>1693611</b>
<b>Registration Date</b>	June 9, 1992
<b>Owner</b>	(REGISTRANT) FANCY PUBLICATIONS, INC. CORPORATION CALIFORNIA 2401 Beverly Boulevard Los Angeles CALIFORNIA 90057  (LAST LISTED OWNER) BowTie, Inc. CORPORATION CALIFORNIA 3 Burroughs Irvine CALIFORNIA 926182804
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**Mark Drawing Code** (1) TYPED DRAWING  
**Serial Number** 74615502  
**Filing Date** December 27, 1994  
**Current Basis** 1A  
**Original Filing Basis** 1A  
**Published for Opposition** April 29, 1997  
**Registration Number** 2080520  
**Registration Date** July 22, 1997  
**Owner** (REGISTRANT) 100 BLACK MEN OF AMERICA, INC. CORPORATION GEORGIA 1100 Spring Street, Suite 450 Atlanta GEORGIA 30309  
**Attorney of Record** Jack D. Todd  
**Prior**

### Registrations 1718707

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# Gay Gourmet

**Word Mark** GAY GOURMET

**Goods and Services** IC 043. US 100 101. G & S: Providing an online computer database to consumers concerning recipes, ingredients and cooking information. FIRST USE: 20100215. FIRST USE IN COMMERCE: 20111001

**Standard Characters Claimed**

**Mark Drawing Code** (4) STANDARD CHARACTER MARK

**Serial Number** 85368475

**Filing Date** July 11, 2011

**Current Basis** 1A

**Original Filing Basis** 1B

**Published for Opposition** June 19, 2012

**Registration Number** 4226973

**Registration Date** October 16, 2012

**Owner** (REGISTRANT) Mott-Restivo, Jon INDIVIDUAL UNITED STATES 38A Hartford Pike Foster RHODE ISLAND 02857

(REGISTRANT) Mott-Restivo, Aden INDIVIDUAL UNITED STATES 38A Hartford Pike Foster RHODE ISLAND 02857

**Assignment Recorded** ASSIGNMENT RECORDED

**Disclaimer** NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "GOURMET" APART FROM THE MARK AS SHOWN

**Type of Mark** SERVICE MARK

**Register** PRINCIPAL

**Live/Dead Indicator** LIVE

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**Typed Drawing**

**Word Mark**      **GAY GAMES**  
**Goods and Services**      IC 041. US 100 101 107. G & S: entertainment services, namely, organizing and conducting sporting events. FIRST USE: 19810601. FIRST USE IN COMMERCE: 19810601  
**Mark Drawing Code**      (1) TYPED DRAWING  
**Serial Number**      75240488  
**Filing Date**      February 12, 1997  
**Current Basis**      1A  
**Original Filing Basis**      1A  
**Published for Opposition**      May 4, 1999  
**Registration Number**      2263960  
**Registration Date**      July 27, 1999  
**Owner**      (REGISTRANT) Federation of Gay Games CORPORATION CALIFORNIA 584 Castro Street, Suite 343 San Francisco CALIFORNIA 94114  
**Attorney of Record**      Toby M.J. Butterfield  
**Type of Mark**      SERVICE MARK  
**Register**      PRINCIPAL-2(F)  
**Affidavit Text**      SECT 15. SECT 8 (6-YR). SECTION 8(10-YR) 20090112.  
**Renewal**      1ST RENEWAL 20090112

**Live/Dead**      LIVE  
**Indicator**

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**Typed Drawing**

<b>Word Mark</b>	<b>GAY-TRAVEL</b>
<b>Goods and Services</b>	IC 039. US 100 105. G & S: travel booking agency and information services. FIRST USE: 19941004. FIRST USE IN COMMERCE: 19941004
<b>Mark Drawing Code</b>	(1) TYPED DRAWING
<b>Serial Number</b>	75070984
<b>Filing Date</b>	March 11, 1996
<b>Current Basis</b>	1A
<b>Original Filing Basis</b>	1A
<b>Date Amended to Current Register</b>	November 18, 1996
<b>Registration Number</b>	2034655
<b>Registration Date</b>	January 28, 1997
<b>Owner</b>	(REGISTRANT) Sonova Beach, Inc. CORPORATION NEVADA 729 Genter Street La Jolla CALIFORNIA 92037  (LAST LISTED OWNER) GRECO, CARA LYN INDIVIDUAL UNITED STATES 2658 DEL MAR HEIGHTS RD., #425 DEL MAR CALIFORNIA 92014
<b>Assignment Recorded</b>	ASSIGNMENT RECORDED
<b>Attorney of Record</b>	Kenneth F. Florek
<b>Type of Mark</b>	SERVICE MARK
<b>Register</b>	SUPPLEMENTAL
<b>Affidavit Text</b>	SECT 8 (6-YR). SECTION 8(10-YR) 20060817.
<b>Renewal</b>	1ST RENEWAL 20060817
<b>Live/Dead Indicator</b>	<b>LIVE</b>

**ENHIBIT NM**

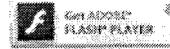
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### gaydar

## gaydar

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gay·dar *noun* ˈgā-,ˈdār

#### Definition of GAYDAR

Like

*slang*  
 : the ability to recognize homosexuals through observation or intuition

#### Origin of GAYDAR

blend of *gay* and *radar*  
 First Known Use: 1982

#### Rhymes with GAYDAR

Adar, Adzhar, afar, ajar, all-star, armoire, attar, bar car, bazaar, beaux arts, bête noire, beurre noir, Bihar, bizarre, boudoir, boxcar, ...  
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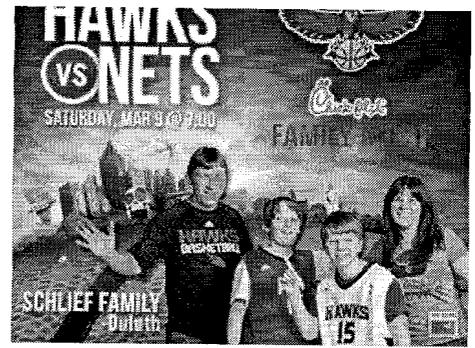
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## Typed Drawing

Word Mark **GAYDAR**

**Goods and Services** IC 035. US 100 101 102. G & S: online ordering services featuring photographs of nude men; rental of advertising space; promoting the goods and services of others by placing advertisements in an electronic web site accessed through computer networks; rental of advertising space; and advertising services, namely, providing advertising space in an on-line website. FIRST USE: 19980501. FIRST USE IN COMMERCE: 19980501

IC 041. US 100 101 107. G & S: entertainment services, namely, providing an on-line adult content website catering primarily to the gay community; and providing an on-line adult entertainment website catering primarily to the gay community; providing an on-line computer database in the field of adult entertainment. FIRST USE: 19980501. FIRST USE IN COMMERCE: 19980501

**Mark Drawing Code** (1) TYPED DRAWING

**Serial Number** 75930783

**Filing Date** February 28, 2000

**Current Basis** 1A

**Original Filing Basis** 1A

**Published for Opposition** June 11, 2002

**Registration Number** 2613823

**Registration** September 3, 2002

**Date**

**Owner**

(REGISTRANT) Kelly, Bret DBA Gaydar INDIVIDUAL CANADA 608-432 Jarvis Street Toronto, ONTARIO CANADA M4Y 2H3

(LAST LISTED OWNER) GAYDAR INC. CORPORATION CANADA 1007 - 50 Charles St. East TORONTO, ONTARIO CANADA M4Y2T7

**Assignment Recorded**

ASSIGNMENT RECORDED

**Attorney of Record**

Sheila Fox Morrison

**Type of Mark**

SERVICE MARK

**Register**

PRINCIPAL

**Affidavit Text**

SECT 15. SECT 8 (6-YR). SECTION 8(10-YR) 20120326.

**Renewal**

1ST RENEWAL 20120326

**Live/Dead Indicator**

LIVE

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GamerCon

Word Mark GAMERCON
Goods and Services IC 041. US 100 101 107. G & S: ARRANGING AND CONDUCTING ENTERTAINMENT CONFERENCES AND EXHIBITIONS RELATING TO GAMES INCLUDING COMPUTER GAMES, SOFTWARE AND BOARD GAMES. FIRST USE: 20030413. FIRST USE IN COMMERCE: 20030415

Standard Characters Claimed
Mark Drawing (4) STANDARD CHARACTER MARK
Code

Serial Number 78514123
Filing Date November 9, 2004

Current Basis 1A
Original Filing Basis 1A

Published for December 6, 2005
Opposition

Registration Number 3062763

Registration Date February 28, 2006

Owner (REGISTRANT) Hancks, Randy R. INDIVIDUAL UNITED STATES 1328 E. 12th St. Davenport IOWA

52803

(LAST LISTED OWNER) GAMERCON AKA SAN DIEGO GAM3RCON PARTNERSHIP UNITED STATES  
2260 EL CAJON BLVD. SAN DIEGO CALIFORNIA 92104

**Assignment  
Recorded** ASSIGNMENT RECORDED

**Attorney of  
Record** JAY R. HAMILTON

**Type of  
Mark** SERVICE MARK

**Register** PRINCIPAL

**Affidavit  
Text** SECT 8 (6-YR).

**Live/Dead  
Indicator** LIVE

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**Typed Drawing**

**Word Mark** GAYMER'S  
**Goods and Services** IC 033. US 047. G & S: HARD CIDER  
**Mark Drawing Code** (1) TYPED DRAWING  
**Serial Number** 73134862  
**Filing Date** July 21, 1977  
**Current Basis** 44E  
**Original Filing Basis** 44E  
**Registration Number** 1133283  
**Registration Date** April 15, 1980  
**Owner** (REGISTRANT) WILLIAM GAYMER & SON LIMITED LIMITED LIABILITY COMPANY GREAT BRITAIN THE CYDER WORKS STATION RD. ATTLEBOROUGH, NORFOLK ENGLAND  
 (LAST LISTED OWNER) CONSTELLATION EUROPE LIMITED PRIVATE LIMITED COMPANY UNITED KINGDOM CONSTELLATION HOUSE, THE GUILDWAY OLD PORTSMOUTH ROAD, ARTINGTON GUILDFORD, SURREY GU3 1LR UNITED KINGDOM  
**Assignment Recorded** ASSIGNMENT RECORDED  
**Prior Registrations** 0890208



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# GAYMERS

<b>Word Mark</b>	<b>GAYMERS</b>
<b>Goods and Services</b>	IC 033. US 047 049. G & S: Hard cider; Perry
<b>Standard Characters Claimed</b>	
<b>Mark Drawing Code</b>	(4) STANDARD CHARACTER MARK
<b>Serial Number</b>	85316649
<b>Filing Date</b>	May 10, 2011
<b>Current Basis</b>	44E
<b>Original Filing Basis</b>	44E
<b>Published for Opposition</b>	October 4, 2011
<b>Registration Number</b>	4073959
<b>Registration Date</b>	December 20, 2011
<b>Owner</b>	(REGISTRANT) C&C IP SARL LIMITED LIABILITY COMPANY LUXEMBOURG 18 avenue Marie-Therese L-2132 Luxembourg LUXEMBOURG
<b>Attorney of Record</b>	Joseph R. Englander
<b>Prior Registrations</b>	1133283;3931134
<b>Type of Mark</b>	TRADEMARK
<b>Register</b>	PRINCIPAL
<b>Live/Dead Indicator</b>	LIVE



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# GAYMERS

<b>Word Mark</b>	GAYMERS
<b>Goods and Services</b>	IC 032. US 045 046 048. G & S: Non-alcoholic cider, sweet cider
<b>Standard Characters Claimed</b>	
<b>Mark Drawing Code</b>	(4) STANDARD CHARACTER MARK
<b>Serial Number</b>	85098756
<b>Filing Date</b>	August 3, 2010
<b>Current Basis</b>	44E
<b>Original Filing Basis</b>	44E
<b>Published for Opposition</b>	December 28, 2010
<b>Registration Number</b>	3931134
<b>Registration Date</b>	March 15, 2011
<b>Owner</b>	(REGISTRANT) C&C IP SARL LIMITED LIABILITY COMPANY LUXEMBOURG L-2132 LUXEMBOURG 18 AVENUE MARIE-THERESE LUXEMBOURG LUXEMBOURG
<b>Assignment</b>	ASSIGNMENT RECORDED

**Recorded**

**Attorney of Record**

Joseph R. Englander

**Prior Registrations**

1133283

**Type of Mark**

TRADEMARK

**Register**

PRINCIPAL-2(F)

**Live/Dead Indicator**

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