

ESTTA Tracking number: **ESTTA791242**

Filing date: **12/22/2016**

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

Proceeding	86660550
Applicant	The TJX Companies, Inc.
Applied for Mark	HOMESENSE
Correspondence Address	CLAUDIA RAY Kirkland & Ellis 601 Lexington Ave Fl 35 New York, NY 10022-4643 UNITED STATES trademarks@kirkland.com, claudia.ray@kirkland.com
Submission	Request for Reconsideration
Attachments	Request for Reconsideration- HOMESENSE.pdf(40719 bytes ) Exhibit A.pdf(570310 bytes )
Filer's Name	Shanti E. Sadtler
Filer's e-mail	trademarks@kirkland.com, shanti.sadtler@kirkland.com
Signature	/Shanti Sadtler/
Date	12/22/2016

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

Serial No.: 86/660,550

Mark:



HOME SENSE


Applicant: The TJX Companies, Inc.

Application Filing Date: June 12, 2015

Examining Attorney: Inga Ervin  
Law Office 111  
571-272-9379  
Inga.Ervin@uspto.gov

**APPLICANT'S REQUEST FOR RECONSIDERATION**

Applicant The TJX Companies, Inc. ("TJX") submits this request for reconsideration

because the Examiner found that TJX's design mark  in connection with certain retail store services is likely to be confused with U.S. Registration No. 4176539 for

  
the design mark  (the "Registration").

Effective December 6, 2016, TJX acquired the Registration from the owner of record, Chandru Wadhvani. This transfer of ownership was recorded with the U.S. Patent and

Trademark Office on December 21, 2016. TJX respectfully submits evidence of this recordal and the corresponding assignment document as Exhibit A.

Accordingly, TJX respectfully requests that the Board reverse the Examiner's refusal and permit TJX's application to proceed to publication.

Dated: December 22, 2016

Respectfully submitted,

The TJX Companies, Inc.  
By Counsel

/Shanti Sadtler/

Shanti E. Sadtler  
Attorney for Applicant The TJX Companies, Inc.

KIRKLAND & ELLIS LLP  
601 Lexington Ave.  
New York, New York 10022  
[shanti.sadtler@kirkland.com](mailto:shanti.sadtler@kirkland.com)



Electronic Trademark Assignment System

Confirmation Receipt

Your assignment has been received by the USPTO. The coversheet of the assignment is displayed below:

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Form containing submission details: SUBMISSION TYPE (NEW ASSIGNMENT), NATURE OF CONVEYANCE (ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL), CONVEYING PARTY DATA (Chandru Wadhvani), RECEIVING PARTY DATA (TJX Companies, Inc.), PROPERTY NUMBERS (2), CORRESPONDENCE DATA, ATTORNEY DOCKET NUMBER (36051-8), NAME OF SUBMITTER (Mary Parsons), Signature, Date (12/21/2016), Total Attachments (4), and RECEIPT INFORMATION (ETAS ID: TM409730, Receipt Date: 12/21/2016, Fee Amount: \$65).

Return to ETAS home page



## TRADEMARK ASSIGNMENT

**THIS TRADEMARK ASSIGNMENT** (the "Trademark Assignment") is made and entered into this 6 day of December, 2016 (the "Effective Date"), by and between Chandru Wadhvani, located at 1560 East 6<sup>th</sup> Street, Corona, CA 92879, U.S.A. ("Assignor"), and The TJX Companies, Inc., a corporation organized and existing under the laws of the State of Delaware, with offices at 770 Cochituate Road, Framingham, Massachusetts, United States ("Assignee") (each a "Party" and together, the "Parties").

**WHEREAS**, pursuant to the Parties' agreement formed on December 6, 2016 (the "Agreement"), Assignor desires to transfer and assign to Assignee, and Assignee desires to accept from Assignor, upon the terms and conditions set forth herein, all right, title and interest in and to the trademarks, both registered and common law, listed in the attached Schedule A, together with the goodwill of any business connected to and symbolized by such trademarks ("Trademarks"),

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

(i) **Assignment of Trademarks.** Effective as of the Effective Date, Assignor, on behalf of itself and its parents, subsidiaries, and affiliates, hereby assigns, sells, delivers, transfers and conveys to Assignee the entire right, title and interest in and to the Trademarks, together with: (a) the goodwill of the business connection with and symbolized by the Trademarks; (b) all registrations and applications for registration, the right to renew any registrations included in the Trademarks, the right to apply for trademark registrations based in whole or in part on the Trademarks, and any corresponding rights that are or may be secured, now or hereafter arising or in effect, for Assignee's own use and enjoyment; (c) all rights to sue for any past, present or future infringement, misappropriation, dilution, unfair competition, or other violation of the Trademarks, and to collect and retain all damages and profits related to the foregoing; (d) all rights, if any, in the trade dress, labels and designs associated with the Trademarks; (e) all rights to collect royalties, products and proceeds in connection with any of the Trademarks; and (f) any priority rights that may arise from any of the Trademarks.

(ii) **Recordation.** This Trademark Assignment has been executed and delivered by Assignor to Assignee with the understanding that Assignee may record the Trademark Assignment with applicable governmental authorities. Assignor hereby authorizes and requests the Commissioner of Trademarks of the United States, and any official of any other applicable governmental authority, to record the Trademark Assignment and to issue any and all registrations relating to the Trademarks to and in the name of Assignee.

(iii) **Further Assurances and Cooperation.** As requested by Assignee after the Effective Date of this Trademark Assignment, Assignor shall execute and deliver to Assignee such instruments of transfer and other instruments, such as documents concerning the registration of the Trademarks and any and all certificates of registration, as may be reasonably requested by Assignee in order to vest in Assignee good and marketable title in and to the Trademarks and otherwise in order to carry out the purpose and intent of this Trademark Assignment. Following the Effective Date, Assignor will not object, or assist others in objecting,

to the Assignee's use, registration or attempt to register any mark, slogan, trade name, company name, or domain name containing the Trademarks, in any jurisdiction.

(iv) **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of California without regard to conflict of laws principles, provided, however, that any and all disputes, controversies, and claims pertaining to Assignor's ownership of or the validity of the Trademark or any registration application for registration thereof shall be governed by and construed in accordance with the federal trademark and related laws, statutes, rules, and regulations of the United States, unless there are no federal laws, statutes, rules, or regulations dispositive of such disputes, controversies, and claims, in which case any and all such disputes, controversies, and claims shall be governed by and construed in accordance with the laws of California without regard to conflict of laws principles.

*[Remainder of page intentionally left blank]*

\* \* \* \* \*

IN WITNESS WHEREOF, the Parties hereto have duly executed this Trademark Assignment Agreement the day and year first above written.

ASSIGNOR:

By: *[Signature]*

Title: *President / OWNER*



ASSIGNEE:

By: *[Signature]*

Title: *VP, legal*



Schedule A

Mark	Country of Filing	Serial/Registration No.	Filing/Registration Date	Goods/Services
	United States	U.S. Reg. No. 3,998,263	Filing Date: Feb. 11, 2011  Registration Date: Jul. 19, 2011	Bed blankets; Bed sheets; Comforters; Cushion covers; Duvets; Lap blankets; Pillow cases; Throws; Towels
	United States	U.S. Reg. No. 4,176,539	Filing Date: Feb. 3, 2011  Registration Date: Jul. 17, 2012	Household utensils, namely, pot and pan scrapers, rolling pins, spatulas, turners, whisks, graters, sieves, spatulas, strainers, skimmers, kitchen tongs, splatter screens, pouring and straining spouts, non-metal flexible lid designed for draining or pressing liquids from a food can