

ESTTA Tracking number: **ESTTA1104285**

Filing date: **12/26/2020**

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

Proceeding	88671022
Applicant	Arnes Becirovic
Applied for Mark	SIGNA ES
Correspondence Address	ARNES BECIROVIC SIGNA ES LIMITED LIABILITY COMPANY 5913 KIVERTON RIDGE DR GRAND RAPIDS, MI 49508 UNITED STATES Primary Email: nesjordan10@gmail.com 213-509-6897
Submission	Applicants Request for Remand and Amendment
Attachments	1207.02 Request to remand for additional evidence.pdf(398560 bytes) Letter of consent Coexistence agreement.pdf(234900 bytes) Additional Evidence.pdf(444866 bytes)
Filer's Name	Arnes Becirovic
Filer's email	nesjordan10@gmail.com
Signature	/Arnes Becirovic/
Date	12/26/2020

1207.02 Request to remand for additional evidence

A request under 37 C.F.R. § 2.142(d) to suspend and remand for additional evidence must be filed prior to the rendering of the Board's final decision on the appeal. In addition, the request must include a showing of good cause therefor (which may take the form of a satisfactory explanation as to why the evidence was not filed prior to appeal), and be accompanied by the additional evidence sought to be introduced. The length of the delay in making the request after the reason for the remand becomes known, or the point in the appeal process at which the request for remand is made, will be considered in the determination of whether good cause exists. Generally, the later in the appeal proceeding that the request for remand is filed, the stronger the reason that must be given for good cause to be found.

Constructive use Priority- I am fulfilling the obligation of constructive use priority by adding additional evidence that allows my brand the opportunity to mature into a registration statement. The Trademark application must mature into a registration statement and by adding the additional evidence this allows the Signa ES mark the opportunity to mature into a United States registration statement. *TMEP1601.01 (a)*

A. In order to overcome the examining attorney's refusal under *Trademark Act § 2(e)(4)*, the appellant shall amend the application to the Supplemental Register. *TTAB 1209.04*

B. Appellant respectfully submits that all of the all of the issues in the Examining Attorney's final refusal have been satisfactorily addressed and it is believed that the application is in condition for registration. Favorable action is therefore requested upon remand.

C. If an applicant or examining attorney wishes to introduce additional evidence after an appeal has been filed, the applicant or examining attorney may file a written request with the Board to suspend the appeal and remand the application for further examination.

D. The evidence was not previously available.

See also In re I-Coat Co., 126 USPQ2d 1730, 1734 n.15 (TTAB 2018); In re Juleigh Jeans Sportswear Inc., 24 USPQ2d 1694, 1696 (TTAB 1992); In re Wells Fargo & Co., 231 USPQ 95, 101 n.24 (TTAB 1986); In re Big Wrangler Steak House, Inc., 230 USPQ 634, 635 n.4 (TTAB 1986); In re Bercut-Vandervoort & Co., 229 USPQ 763, 766 n.6 (TTAB 1986); In re Chung, Jeanne & Kim Co., 226 USPQ 938, 940 n.6 (TTAB 1985); In re Mayer-Beaton Corp., 223 USPQ 1347, 1348 (TTAB 1984); In re Compagnie Internationale Pour L'Informatique-Cie Honeywell Bull, 223 USPQ 363 n.3 (TTAB 1984); In re Carvel Corp., 223 USPQ 65, 66 (TTAB 1984); In re Jos. Schlitz Brewing Co., 223 USPQ 45, 46 n.1 (TTAB 1983); In re Best Western Family Steak House, Inc., 222 USPQ 827 n.1 (TTAB 1984); In re Jeep Corp., 222 USPQ 333, 336 n.3 (TTAB 1984); In re Consolidated Foods Corp., 218 USPQ 184, 186 n.2 (TTAB 1983); In re Royal Viking Line A/S, 216 USPQ 795, 797 n.3 (TTAB 1982). See also In re Jimmy Moore LLC, 119 USPQ2d 1764, 1767 (TTAB 2016) (request for remand under 37 C.F.R. § 2.142(d) is appropriate procedure; 37 C.F.R. § 2.122(e) for inter partes proceedings is inapplicable).

Marks that have been refused registration pursuant to §2(e)(1) on the ground of deceptive misdescriptiveness may be registrable under §2(f) upon a showing of acquired distinctiveness, or on the Supplemental Register if appropriate. See *15 U.S.C. §§1052(f) and 1091*.

When an application pending registration on the Principal Register is amended to seek registration on the Supplemental Register, the date when the amendment to the Supplemental Register is made becomes the new effective filing date of the application.

TMEP 710.01(b) Internet evidence-Articles downloaded from the Internet are admissible as evidence of information available to the general public, and of the way in which a term is being used by the public. However, the weight given to this evidence must be carefully evaluated, because the source may be unknown. See *In re Total Quality Grp. Inc.*, 51 USPQ2d 1474, 1475-76 (TTAB 1999) ; *Raccioppi v. Apogee Inc.*, 47 USPQ2d 1368, 1370-71 (TTAB 1998).

In re IP Carrier Consulting Grp., 84 USPQ2d 1028, 1032-33 (TTAB 2007); see also *In re i.am.symbolic, llc*, 127 USPQ2d 1627, 1633 n.6 (TTAB 2018) (stating that the Board will consider Wikipedia® excerpts submitted with a denial of a request for reconsideration because an applicant has an opportunity to rebut entry of the excerpts by requesting remand to submit rebutting evidence)

TMEP 1207.01 (d) (viii) consent agreements-An applicant may submit a consent agreement in an attempt to overcome a refusal of registration under §2(d) of the Act, or in anticipation of a refusal to register. However, an examining attorney may not solicit a consent agreement.

A consent agreement may take a number of different forms and arise under a variety of circumstances, but, when present, it is "but one factor to be taken into account with all of the other relevant circumstances bearing on the likelihood of confusion referred to in §2(d)." *In re N.A.D. Inc.*, 754 F.2d 996, 224 USPQ 969, 971 (Fed. Cir. 1985); see also *In re Bay State Brewing Co.*, 117 USPQ2d 1958, 1963 (TTAB 2016) ("[T]here is no per se rule that a consent, whatever its terms, will always tip the balance to finding no likelihood of confusion, and it therefore follows that the content of each agreement must be examined.")

In the *In re E. I. du Pont de Nemours & Co. decision*, the Court of Customs and Patent Appeals stated as follows:

[W]hen those most familiar with use in the marketplace and most interested in precluding confusion enter agreements designed to avoid it, the scales of evidence are clearly tilted. It is at least difficult to maintain a subjective view that confusion will occur when those directly concerned say it won't. A mere *assumption* that confusion is likely will rarely prevail against uncontroverted evidence from those on the firing line that it is not. 476 F.2d at 1363, 177 USPQ at 568.

Accordingly, the Court of Appeals for the Federal Circuit has indicated that consent agreements should be given great weight, and that the USPTO should not substitute its judgment concerning likelihood of confusion for the judgment of the real parties in interest without good reason.

LETTER OF CONSENT/COEXISTENCE AGREEMENT

THIS AGREEMENT is made and entered into on December 25,2020 by and between Signa ES Karim Omega LLC (hereinafter "Signa es Limited Liability company") a Limited liability company duly organized and existing under the laws of the state of Michigan and having a registered office at 99 Monroe Avenue NW, Grand Rapids, MI 49503, and Signa Chemistry inc, a corporation organized and existing under the laws of the state of New York, USA and having a registered office at 100 Dakota Ave Eastman Business Park Bldg 218 Rochester, NY, 14606 United States, hereinafter collectively referred to "Parties" and singularly as "Party".

WHEREAS the Parties have been simultaneously using the identical mark Signa in connection with different goods in various different states; and WHEREAS the Parties believe that their respective marks as applied to their respective goods are not likely to be confused as to source, sponsorship, affiliation or association.

NOW THEREFORE, the Parties hereby acknowledge:

1. That Signa ES Karim omega LLC has been using the trademark Signa ES in connection with Advising others concerning investments in intellectual property assets and intangible business assets, both directly and indirectly through other entities; Financial consulting services, namely, advising others regarding intellectual property investments. In the U.S. Signa Chemistry inc is the owner of U.S. Federal Trademark Registration No.4606517 for the mark signa in connection with Chemicals, namely, alkali metals in combination with porous materials for use as chemical reagents and in hydrogen generation;in International Class 001.
2. That Signa ES Karim Omega LLC has been using the trademark Signa ES In connection with financial consulting services and parts therefore in the U.S. and that Signa Chemistry INC is the owner of U.S. Federal Trademark Registration No.4606517 for the mark Signa in connection with "Chemistry manufacturing services" (hereinafter Signa Chemistry "respective goods") in International Class 001 and U.S. Federal Trademark Registration No.4606517 for the design mark Signa also in connection with the respective goods in International Class 045.
3. That Signa Es Karim omega LLC and Signa Chemistry inc respective use of the trademark Signa for their respective goods has occurred simultaneously in the same country without confusion.

For good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Signa Chemistry INC consents to Signa ES Karim Omega LLC's use and registration of the trademark Signa ES in connection with Advising others concerning investments in intellectual property assets and intangible business assets, both directly and indirectly through other entities; Financial consulting services, namely, advising others regarding intellectual property investments. Signa Chemistry inc will not take any action against Signa ES Karim Omega LLC's use and registration of the trademark Signa ES.

2. Signa Chemistry inc consents to Signa Es Karim Omega LLC use and registration of the trademark Signa ES in connection with advising others concerning investments in intellectual property assets and intangible business assets, both directly and indirectly through other entities; Financial consulting services, namely, advising others regarding intellectual property investment services. Signa Chemistry Company will not take any action against Signa ES Karim Omega LLC use and registration of the trademark Signa ES in connection with financial consulting services and related services.

3. Each Party agrees to cooperate with the other Party in connection with efforts of the other Party to secure registration of its Signa ES trademark and Signa ES Karim Omega LLC efforts to secure registration of its design mark Signa ES.

The Parties agree to provide the other with a letter of consent if the Trademarks Office in a particular country requires the same during a Party's application to register its Signa ES trademark or during Signa ES Karim Omega LLC application to register its design mark Signa ES.

4. The terms of this agreement shall be worldwide in scope and shall be binding on the Parties, their affiliates, related companies, successors and assigns.

5. This agreement shall be governed by and construed under the laws of the United States and the State of Michigan. The Parties hereby submit to the jurisdiction of and waive any venue objections against the United States District court for the western district of Michigan, in any action arising out of this agreement.

6. This agreement constitutes the entire agreement and understanding of the Parties with respect to the subject matter of this agreement and merges all prior discussions between the Parties.

7. No waiver or modification to this agreement shall be effective unless it is in writing executed by both Parties.

8. Each Party represents to the other that the person signing this agreement on its behalf is authorized to do so and to bind his or her respective Party hereto.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the day and year first above written.

Signa ES Limited Liability Company

Signa Chemistry INC

Name: /s/ Arnes Becirovic

Name: /s/ _____

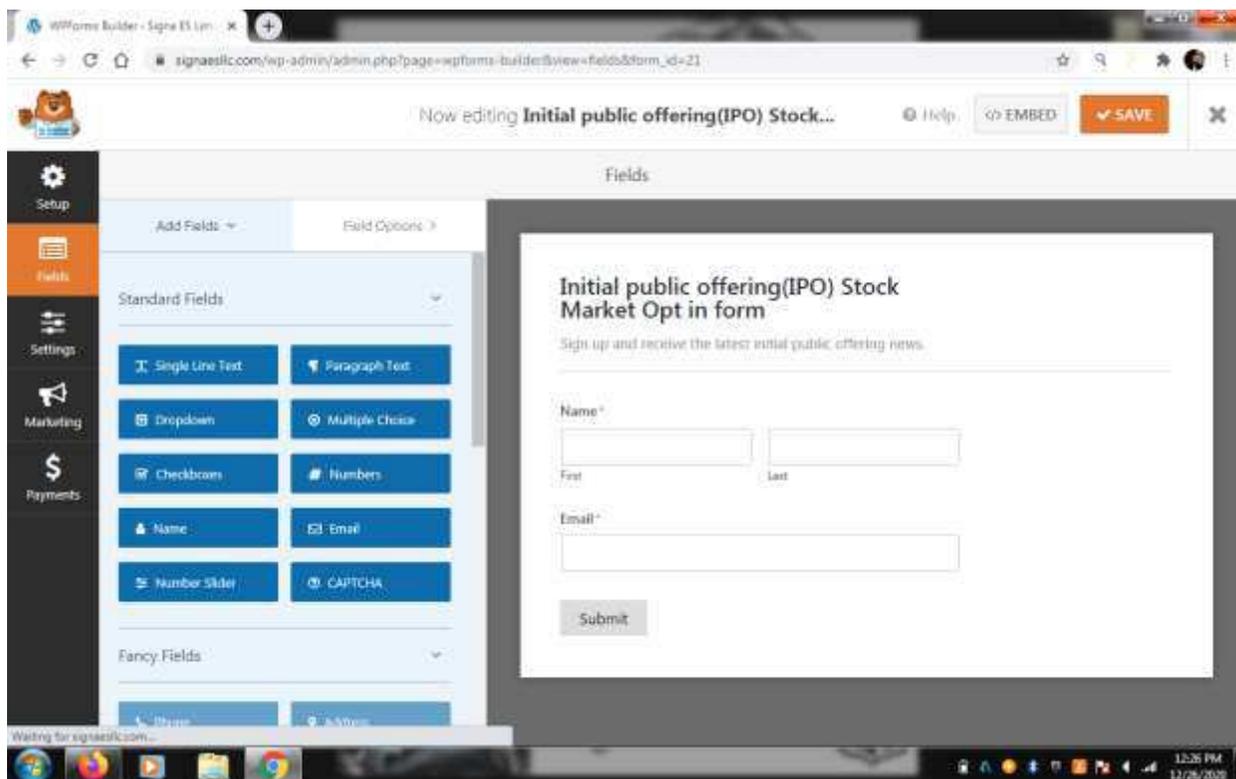
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Date: December 25 2020

Date: _____

Additional evidence TMEP 710.01(b)internet evidence



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Highlights
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Midwestern US Web Development Companies	809 Number of Organizations - \$262.6M Total Funding Amount - 72 Number of Investors	TRACK
Great Lakes Web Development Companies	1,200 Number of Organizations - \$485.0M Total Funding Amount - 170 Number of Investors	TRACK
Michigan Information Technology Companies	781 Number of Organizations - \$2.8B Total Funding Amount - 174 Number of Investors	TRACK
Great Lakes Media and Entertainment Companies	526 Number of Organizations - \$1.1B Total Funding Amount - 207 Number of Investors	TRACK
United States Media and Entertainment Companies	3,665 Number of Organizations - \$26.6B Total Funding Amount - 2,904 Number of Investors	TRACK
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Midwestern US Information Technology Companies
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Private Michigan Companies
6,377 Number of Organizations • \$8.4B Total Funding Amount • 1,363 Number of Investors **TRACK**

Finance Companies (Top 10K)
9,679 Number of Organizations • \$254.5B Total Funding Amount • 13,816 Number of Investors **TRACK**

Great Lakes Consulting Companies
5,499 Number of Organizations • \$3.2B Total Funding Amount • 344 Number of Investors **TRACK**

Michigan Consulting Companies
467 Number of Organizations • \$44.2M Total Funding Amount • 21 Number of Investors **TRACK**

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APP. NO. OR SERIAL NO.	ISSUE OR PCT. DATE	FILED TO OFFICE	APP. NUMBER
158142	11/02/2019	Ames Biotech	4927

158142
Ames Biotech
5013 Keweenaw Ridge
Grand Rapids, MI 49508

**CONFIRMATION NO. 4927
PUB REQUEST ACCEPTANCE
LETTER**

Date Mailed: 11/04/2020

NOTICE OF ACCEPTANCE OF PUBLICATION REQUEST

The request for voluntary publication, amended publication, early publication, selected publication, republication, corrected publication or revised publication has been received for this application. The request, including payment of any necessary fees, is in compliance with 37 CFR 1.215, 1.217, 1.219 or 1.221.

The projected publication date is 05/13/2021.

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CONFIRMATION NO. 6726
PUB REQUEST ACCEPTANCE LETTER

158142
Arnes Bedrovic
5813 Keweenaw Ridge
Grand Rapids, MI 49508

DATE OF PUBLICATION REQUEST: 10/02/2019
DATE OF PTD DATE: 11/11/2019
FIRST NAME OF APPLICANT: Arnes Bedrovic
APPLY SUBJECT MATTER: CONFIRMATION NO. 6726
PUB REQUEST ACCEPTANCE LETTER
Data Mask: 11242020

NOTICE OF ACCEPTANCE OF PUBLICATION REQUEST

The request for voluntary publication, amended publication, early publication, selected publication, republishing, corrected publication or revised publication has been received by this application. The request, including payment of any necessary fees, is in compliance with 37 CFR 1.215, 1.217, 1.219 or 1.221.

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PATENT FOR SALE:
Signa ES alias Adversus 2-Nonprovisional utility patent

Signa ES Alias Adversus 2 Nonprovisional utility patent application #16/579243 (Software Technology)

OVERVIEW

Signa ES Alias Adversus 2 is a Nonprovisional Utility Patent Software Blueprint Created by Arnes Bedrovic.

The Invention Signa Es Alias Adversus 2 Generally relates to the Def Jam Fight for New York Concept, developed by Akk Corporation, published by EA Games which was released on September 21, 2004. Def Jam Fight for New York features 67 playable characters, including real-life hip hop artists signed to Def Jam at the time, as well as original characters.

Signa ES Alias Adversus 2 is a hip hop fighting game that features 133 characters, Twenty three lifestyle models, and forty nine playable fighting arenas on seven continents. The Gameplay is a one versus one fighting Mode. The Story mode takes place on seven continents, and the game's story mode follows the narrative of an unknown player-created fighter Nes Jordan, who is fighting his way through the hip hop mainstream and underground. Winning matches rewards the player with cash, which can be used in shops to buy clothes which include famous clothes lines such as Nike, Calvin Klein, Air Jordan, and the rapper can even create his own clothing line brand. As well as clothes, the fighter can get haircuts, tattoos, and jewelry as Development points. These points can be used at the local fitness club, run by to increase the character's skills, or to purchase and set up new Moves and increase one of the chosen fighting styles that the player has versus the competition.

The Final Video game has a Settings mode, 50 Gameplay Features, 5 Tool Features, 10 System Features and 5 Process Features along with a story mode, My Target Audience Is a Mature Audience, HipHop

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Technology Topics:
Intellectual Property: 1 Patent Application - US

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PATENT FOR SALE:
Video Game: Yuyu Hakusho vs Rurouni Kenshin Ante Litterem S

OVERVIEW

The invention: Yuyu Hakusho vs Rurouni Kenshin Ante Litterem S generally relates to the Yuyu Hakusho Series illustrated by Yoshihiro Togashi and the Rurouni Kenshin series illustrated by Hobburo Watsuki. Yuyu Hakusho vs Rurouni Kenshin Ante Litterem S features 63 Characters, along with 10 Bonus Characters that may be unlocked as a video game application.

Yuyu Hakusho vs Rurouni Kenshin Ante Litterem S is a Single player game that features a third-person perspective view with a fixed camera. The player controls the characters from Yuyu Hakusho who are demons with the service of the demon world detectives. The video game is a mixture of combat, both normal and quick time, with platforming and puzzle game elements. The player guides the protagonist through a long series of tests, trials and puzzles to achieve the story mode objectives. The game is loosely based in a demon world that features 25 arenas along with 10 unlockable arenas. The Chess mode allows the user to participate in a game of Chess with the 73 Characters that are available inside the Prototype. There is a Dark Tournament mode that allows the user to fight one versus one with all 73 Characters inside the game, identical to the Mortal Combat Series.

The Prototype features a Fable: The Art of War, an ancient Chinese military treatise dating from the Late Spring and Autumn Period (roughly 5th century BC). The work, which is attributed to the ancient Chinese military strategist Sun Tzu ("Master Sun"), also spelled Sunzi is featured throughout the video game and provides the end user with many lessons throughout.

PRIMARY APPLICATION OF THE TECHNOLOGY
Video game developers, video game publishers.

Listing Status:
Listing Number: 8124
Active, Currently available
Transaction Type Sought:
Sale of patent
Technology Topics:
Intellectual Property:
1 Patent Application - US

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