

TTAB

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

Reed Elsevier Properties, Inc. )  
 )  
           Opposer, )  
 )  
 v. )  
 )  
 Interface Systems, Inc., )  
 )  
           Applicant, and )  
 )  
 Dynamic Fax, Inc., )  
 )  
 )  
 )  
           Party Defendant. )

Opposition No. 115,119  
Application Serial No. 75/497,661  
Published: June 1, 1999



11-25-2002  
U.S. Patent & TMO/c/TM Mail Rcpt Dt. #70

DFI's MOTION TO REOPEN THE TIME TO FILE A RESPONSE BRIEF

Dynamic Fax, Inc. ("DFI"), party-defendant in the above-captioned action, respectfully moves this Board for its Order re-opening the period for DFI to file a brief in response to Opposer Reed Elsevier, Inc.'s ("Opposer") Motion to Compel, and accepting DFI's late-filed response brief submitted herewith, for the reasons set forth below.

The delay in DFI's filing the response brief submitted herewith was "not the result of a failure to take proper steps at the proper time, not in consequence of [DFI's] carelessness, inattention, or willful disregard of the process of the court," Hewlett-Packard Co. v. Olympus Corp., 18 USPQ2d 1710 (Fed. Cir. 1991) (quoting Hewlett-Packard Co. v. Olympus Corp., Opposition No. 77,043, slip op. (TTAB 1990)), but rather was in consequence of an unexpected, accidental oversight in the docketing system of DFI's counsel, which occurred in spite of the reasonable and, indeed, redundant measures employed by DFI's counsel to ensure the accuracy of that docketing system.

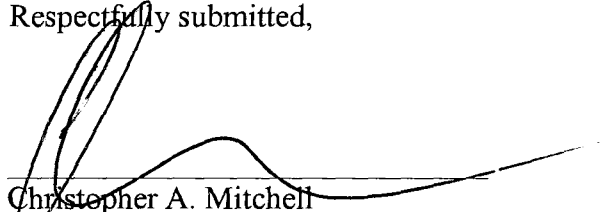
DD

Immediately upon discovering the aforementioned accidental oversight, DFI's counsel prepared the instant motion and the response brief submitted herewith.

This motion and DFI's response brief are being filed concurrently only five (5) days after the calculated November 20<sup>th</sup> due date for DFI's response brief under TBMP Section 502.03. This is a very minimal delay which, in view particularly of the fact that these proceedings are automatically suspended by reason of Opposer's motion to compel, will in no way prejudice Opposer.

In view of the foregoing, and in the hopes that this Board will not vault form over substance, but will instead opt to take into consideration the positions of both parties relative to the matter of Opposer's motion to compel, DFI respectfully requests that this motion to reopen be granted, and that its response brief be given all due consideration.

Respectfully submitted,



Christopher A. Mitchell  
YOUNG & BASILE, P.C.  
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(734) 662-0270  
(734) 662-1014 (facsimile)  
[mitchell@ybpc.com](mailto:mitchell@ybpc.com) (e-mail)  
Attorneys for Dynamic Fax, Inc.

DATED: November 25, 2002

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

Reed Elsevier Properties, Inc.	)	
	)	<b>Opposition No. 115,119</b>
<b>Opposer,</b>	)	
	)	<b>Application Serial No. 75/497,661</b>
v.	)	
	)	<b>Published: June 1, 1999</b>
Interface Systems, Inc.,	)	
	)	
<b>Applicant, and</b>	)	
	)	
Dynamic Fax, Inc.,	)	
	)	
	)	
<b>Party Defendant.</b>	)	



11-25-2002

U.S. Patent & TMO/c/TM Mail Rcpt Dt. #70

APPLICANT'S RESPONSE TO OPPOSER'S MOTION TO COMPEL

Opposer Reed Elsevier Properties, Inc. ("Opposer") brought this opposition over *three* years ago. Soon after this action commenced, Opposer served a first set of discovery requests. From that point forward until the discovery cut-off date in July of 2001, Opposer did *nothing* in preparation of its case; **no** further interrogatories, **no** further document requests, **no** discovery depositions, **no** requests for admission.

On November 5, 2001, claiming ignorance of the assignment of the application in suit to party defendant Dynamic Fax, Inc. ("DFI"), Opposer brought a motion to reopen for the purposes of taking discovery "as to the sale and acquisition of the opposed mark, its use, and/or intent-to-use the mark involved in this case..."<sup>1</sup> Shortly thereafter, Opposer also filed a motion to compel answers to its first set of discovery requests.

In June of this year, the Board decided these and other pending motions, and issued its Order that Opposer should have until **September 18, 2002**, in which to conduct discovery related to the sale and acquisition of, and intent to use and/or use of, the involved mark, and further ordering Applicant to answer Opposer's first set of discovery requests and permitting Opposer thirty days from the service date of such answers in which to conduct "follow-up" discovery thereon. Subsequent to that Order, Opposer once again did nothing - took *no* testimony depositions, served *no* discovery requests -- until a month *after* the close of discovery, October 17<sup>th</sup>, when it served a second set of discovery requests directed to the sale and acquisition of the subject application of this action.

Acknowledging that the service of its second set of requests is untimely relative to the September 18<sup>th</sup> deadline, Opposer now complains, without having satisfied its obligation to first endeavor to resolve this matter in good faith,<sup>2</sup> that it's (continuing) failure to prosecute this case in a timely fashion is really Applicant's fault; that the refusal to answer Opposer's untimely second set of requests is unjustified. Nothing could be further from the truth. On the contrary, the facts demonstrate that Opposer has simply squandered its opportunity for discovery at every turn, and is now perverting this Board's Order in an effort to cure the fault.

The essence of Opposer's argument is two-fold: On the one hand, Opposer contends that its second set of discovery requests are "follow-up," *even if* bearing no

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<sup>1</sup> Opposer's Response to Applicant's Motion to Substitute or Join and Opposer's Motion to Reopen Discovery, p. 3 (attached as Exhibit 1).

<sup>2</sup> Opposer's counsel alleged that she called DFI's counsel in an attempt to resolve the issue of this motion "in good faith." However, the only telephone message DFI's counsel received in the relevant time period concerned not a motion to compel, but rather an offer to resurrect settlement discussions. Inasmuch as the repeated attempts of DFI's counsel to engage Opposer's counsel in settlement negotiations have gone nowhere due to the fact that Opposer's counsel apparently employs these settlement overtures as part of some litigation tactic (according to which the promise of settlement discussions is usually followed by the filing or service of some paper), DFI's counsel understandably did not return the call.

relation to Applicant's answers to Opposer's first set of discovery requests, because "[b]y allowing Opposer time to take follow-up, the Board [by its' June 2002 Order] was simply putting Opposer back in the position it would have been" in the original discovery period.<sup>3</sup> Conversely, Opposer argues that its second set of discovery requests constitute "follow-up" because they allegedly bear a relationship to the first set of requests.

As to Opposer's first position, the assertion is without merit. In the first instance, the claim that "follow-up" discovery has no limitations with respect to the areas of proper inquiry defies common sense, and is rendered more than a little disingenuous by the fact that Opposer itself recognizes in the very same brief that "follow-up" discovery is that which bears a relation to the original discovery.<sup>4</sup> This consideration notwithstanding, it is quite simply the case that the Board's June 2002 Order was manifestly not meant to reward Opposer for its lack of diligence in conducting discovery during the original discovery period by giving it an unfettered license to conduct discovery into any and every area of inquiry it might see fit to explore.

As mentioned, apart from its first set of discovery requests, Opposer squandered the discovery period from the time this Opposition was filed until July of 2001. As if to emphasize its lack of diligence in pursuing this matter, it was only *after* this discovery period expired that Opposer brought its motion to compel responses to its first set of discovery requests. Under these circumstances, it is most certainly the case that the scope of the Board's June 2002 Order permitting "follow-up" discovery was limited to issues related to Applicant's answers to the first set of requests and was not, as Opposer asserts, a license to engage in unrestricted discovery. Any other construction of the Board's Order

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<sup>3</sup> Opposer's Motion to Compel, p. 3.

<sup>4</sup> *Id.*

would be unjustified in principle, inasmuch as no party should be rewarded, through the mechanism of a motion to compel, for an undeniable failure to engage in discovery in a timely fashion.

Notwithstanding the foregoing, the Board must not lose sight of the fact that Opposer's motion prompting the June 2002 Order for "follow-up" discovery was, indeed, a motion to *compel* rather than a motion to reopen discovery. Surely a party seeking unrestricted license to continue discovery must do so in the context of a motion to extend or reopen the discovery period, and so bear the burden of explaining its own failure to accomplish discovery in the time allotted, rather than seek to cure its own omissions through the acts of the other party.

As to Opposer's second position, it is nothing more than a feeble attempt at bootstrapping its second set of requests to the first set in order to cover up its' own failure to take discovery into the sale and acquisition of the application at issue during the ample time provided by the Board's June Order.

The attempted characterization of Opposer's second set of discovery requests as "follow-up," in the sense of bearing some relationship to Applicant's answers to the first set of requests, fails even a cursory inspection of the nature of this second set of requests.<sup>5</sup> In fact, all of these requests apparently comprehend the particulars of the Purchase and Assumption Agreement between DFI and Interface, a copy of which agreement Opposer admittedly had in its possession at least as early as *October of 2001*, a date preceding the Board's June 2002 Order reopening discovery.<sup>6</sup> Of course, Opposer never took advantage of the reopened discovery period of June to September 18, 2002, to

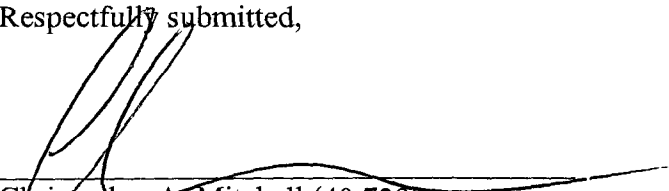
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<sup>5</sup> See Opposer's Motion to Compel, Exhibit 4.

serve its second set of requests, notwithstanding clear knowledge and possession of the very document underlying these requests. But, unsurprisingly, Opposer elects to overlook this shortcoming (and presumably hopes that this Board will as well), and instead insists that discovery it was armed to take well before Applicant's answers to Opposer's first set of requests should be construed as "follow-up."

In view of the foregoing, DFI respectfully requests that Opposer's instant motion be denied, and that Opposer not be further rewarded for its evident failure to take advantage of the ample discovery period already made available to it between June and September of this year.

Respectfully submitted,



Christopher A. Mitchell (40,729)  
YOUNG & BASILE, P.C.  
2001 Commonwealth Blvd., Suite 301  
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(734) 662-0270  
(734) 662-1014 (Facsimile)  
[Mitchell@ybpc.com](mailto:Mitchell@ybpc.com) (E-mail)  
Attorneys for Dynamic Fax, Inc.

DATED: 25 NOVEMBER 2002

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<sup>6</sup> This is the date on which DFI served its Motion to Substitute or Join, which motion included a copy of the Purchase and Assumption Agreement. Exhibit 2 (attached)

Reply due 11-25-02

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

Reed Elsevier Properties Inc.,

Opposer,

v.

Interface Systems, Inc.,

Applicant.

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Opposition No. 115,119

Application Serial No. 75/497,661

Published: June 1, 1999



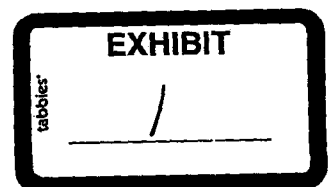
11-25-2002

U.S. Patent & TMOfc/TM Mail Rcpt Dt. #70

**OPPOSER'S RESPONSE TO APPLICANT'S MOTION  
TO SUBSTITUTE OR JOIN AND OPPOSER'S MOTION TO REOPEN DISCOVERY**

Opposer, Reed Elsevier Properties, Inc., hereby opposes Applicant's Motion to Substitute. Under well-established Board precedent, while the discovery and testimony periods are open, it is the policy of the Board to join rather than to substitute parties. TBMP § 512.01. The reason for this rule is plain. The Board must permit the Opposer to take discovery and testimony from the assignee without the cumbersome procedures otherwise required in cases where discovery is sought of a third party. *Id.* Opposer does not object to Applicant's Motion to Join Dynamic Fax, Inc.

Here, the facts compel not only that Dynamic Fax, Inc. ("DFI") be joined rather than substituted, but also that the Board reopen discovery for Opposer's benefit. As the Purchase and Assumption Agreement attached as Exhibit A to Applicant's motion shows, DFI acquired the opposed mark on September 29, 2000 – *fully one year ago and while discovery was still open.* On the last day of discovery, Opposer timely filed a Motion To Amend and to Extend. On July





24, 2001, Applicant opposed the motion, ironically arguing that Opposer's "inexcusable delay" in pleading a newly acquired mark prejudiced Applicant.<sup>1</sup>

Ironically, at the time Applicant filed its response to Opposer's Motion to Amend and Extend, Applicant must have known it was no longer the real party in interest, and had not been so for almost one year. Applicant chose not to disclose this information to the Board, however, until after the Board ruled on the Motion to Extend discovery. It is believed Applicant omitted this information to prevent discovery of the Applicant's successor-in-interest. . If Applicant had not withheld information that it had alienated its interest in the mark, during discovery, Opposer would have served supplemental discovery requests seeking facts concerning, among other things, the validity of the assignment, as well as the assignee's alleged bona fide intention to use or continue to use the mark that is the subject of this case. Such information clearly is relevant. The opposed application was filed based on bona fide intent to use and no statement of use has yet been filed. See Section 10 of the Lanham Act.

Refusing to reopen discovery under these circumstances would prejudice Opposer. It is a party's duty to notify the Board of change of ownership interest -- especially when filing a paper at the Board representing the name of the party in interest. Despite this duty, Applicant attempted to shield this issue from discovery by failing to notify either the Board or Opposer that Interface Systems, Inc. no longer was the true party in interest until after discovery was closed. If the Board were aware that Applicant had assigned the mark to another, it is believed the Board would have extended discovery for both parties. To paraphrase Applicant, Applicant's tactics should not be rewarded. Just as the Board reopened discovery for Applicant's benefit on the issue of Opposer's ownership of LEXICOM, so too should Opposer be permitted discovery as to the facts pertaining to the assignment, and alleged use, of the opposed intent-to-use mark.

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<sup>1</sup> Opposer's delay at least was based on a reasonable desire to plead a registered, rather than a common law, mark. As the Board is well aware the implications of such pleadings differ. Opposer will now have to move to amend the pleadings a second time to notify Applicant that the mark has now registered. Hopefully, Applicant will not contest this motion.

Discovery also should be required for purposes of follow-up. Notably, Opposer served its first set of interrogatories and requests for production of documents on Interface Systems, Inc. on September 28, 1999, less than three weeks after the Board first instituted this proceeding. Interface has *never responded* to this discovery. Simultaneously herewith, Opposer is sending a letter to Applicant's counsel demanding that responses, without objections, to these discovery requests, be served. Again, however, these discovery requests did not fully anticipate the change in ownership in the mark and additional facts may be required.

WHEREFORE, Opposer respectfully requests that the motion to substitute Dynamic Fax, Inc. be denied and that discovery be reopened for Opposer's benefit to take discovery as to the sale and acquisition of the opposed mark, its use, and/or intent-to-use the mark involved in this case, and to take follow-up. A copy of Opposer's First Set of Interrogatories and Requests for Production of Documents are attached as Exhibit A.

Respectfully submitted,

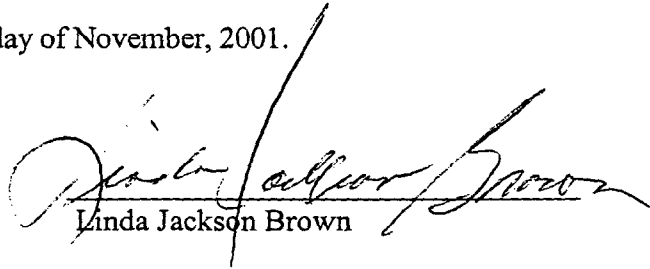
REED ELSEVIER PROPERTIES INC.

Date: 11-05-01

By: Carla Calcagno  
J. Paul Williamson  
Carla C. Calcagno  
HOWREY, SIMON ARNOLD & WHITE  
750 Bering Drive  
Houston, Texas 77057  
(202) 383-6830  
Attorneys for Opposer

CERTIFICATE OF SERVICE

This is to certify that a copy of the foregoing "Opposer's Response To Applicant's Motion To Substitute Or Join And Motion To Reopen Discovery" was mailed by first class mail, postage prepaid, to Christopher A. Mitchell, Esquire at Young & Basile, P.C., 2001 W. Big Beaver, Suite 624, Troy, MI 48084-3107, on this 5th day of November, 2001.



Linda Jackson Brown

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

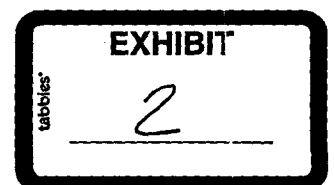
Reed Elsevier Properties, Inc.	)	
	)	Opposition No. 115,119
Opposer,	)	
	)	Application Serial No. 75/497,661
v.	)	
	)	Published: June 1, 1999
Interface Systems, Inc.,	)	
	)	
Applicant.	)	

MOTION TO SUBSTITUTE OR JOIN UNDER TBMP SECTION 512.01

Dynamic Fax, Inc., d/b/a DFI Communications, d/b/a Cleo Communications (hereinafter "DFI"), Assignee of the entire right, title and interest in and to trademark application Serial No. 75/497,661, and the subject mark thereof, respectfully moves this Board for its Order substituting DFI as the named Applicant in the above-identified Opposition. In the alternative, DFI requests this Board's Order joining DFI as a party defendant in this Opposition proceeding.

In support of this Motion, DFI states that the aforementioned assignment was submitted to the United States Patent and Trademark Office for recordation on September 28, 2001. A copy of the recordation cover sheet, as well as the relevant pages of the assignment to DFI from Interface Systems, Inc. of trademark application Serial No. 75/497,661, and the subject mark thereof, submitted for recordation are attached as Exhibit 1.

DFI respectfully submits that substitution is appropriate in this case, inasmuch as DFI acquired the division of Assignor Interface Systems, Inc.'s business that adopted and is using the mark of Application Serial No. 75/497,661, and so it is believed that those persons likely having knowledge of facts material to this Opposition, and from whom testimony may be desired, are



now in the employ of DFI, or in any event are no longer employed by Interface Systems, Inc.

Respectfully submitted,

DYNAMIC FAX, INC.

By:   
Christopher A. Mitchell (Reg. No. 40,729)

YOUNG & BASILE, P.C.

3001 W. Big Beaver, Suite 624

Troy, MI 48084-3107

(734) 662-0270

(202) 289-0229

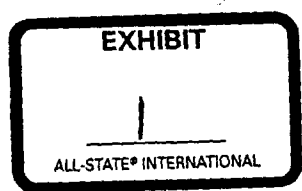
ATTORNEYS FOR DYNAMIC FAX, INC.

Dated: October 15, 2001

Recordation Form Cover Sheet (Trademarks Only)  
Form PTO-1594; Purchase and Assumption Agreement  
(4 pages); Check \$40

**THE U.S. PATENT OFFICE "RECEIVED"  
STAMP ACKNOWLEDGES RECEIPT OF:**

Paper: Assignment  
Applicant: 75/497,661  
Serial No: Cleo CCT-100  
Date Mailed: 9-28-01 GAM:11b

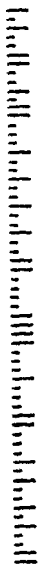


OCT 9 - 2001



YOUNG & BASILE, P.C.

YOUNG & BASILE, P.C.  
3001 WEST BIG BEAVER  
SUITE 624  
TROY, MICHIGAN 48064-9109



# RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

INTERFACE SYSTEMS, INC.

- Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation-State  
 Other \_\_\_\_\_

Additional name(s) of conveying party(ies) attached?  Yes  No

3. Nature of conveyance:

- Assignment                               Merger  
 Security Agreement                       Change of Name  
 Other \_\_\_\_\_

Execution Date: September 29, 2000

2. Name and address of receiving party(ies)

Name: DYNAMIC FAX, INC

Internal

Address: \_\_\_\_\_

Street Address: 4201 Galleria Drive

City: Rockford State: IL Zip: 61111

- Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State Illinois  
 Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)  
Additional name(s) & address(es) attached?  Yes  No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

75/497,661

B. Trademark Registration No.(s)

Additional number(s) attached  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Christopher A. Mitchell

Internal Address: \_\_\_\_\_

Street Address: 3001 W. Big Beaver, Ste 624

City: Troy State: MT Zip: 48084

6. Total number of applications and registrations involved: \_\_\_\_\_

1

7. Total fee (37 CFR 3.41).....\$ 40

- Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number:

25-0115

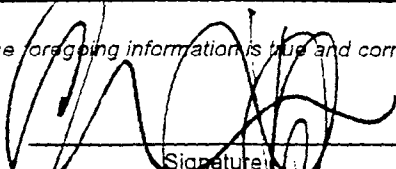
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Christopher A. Mitchell  
Name of Person Signing



Signature

September 28, 2001  
Date

Total number of pages including cover sheet, attachments, and document: 5



## PURCHASE AND ASSUMPTION AGREEMENT

This PURCHASE AND ASSUMPTION AGREEMENT (this "Agreement"), made and entered into this 29th day of September, 2000, by and between INTERFACE SYSTEMS, INC., a Michigan corporation (the "Seller"), and DYNAMIC FAX, INC., an Illinois corporation, doing business as DFI Communications (the "Purchaser").

WHEREAS, the Cleo software solutions group (the "Division") of the Seller is engaged in the business of assisting companies with the connection of their personal computers to legacy mainframes and the management and transportation of communications and files from the mainframe to electronic data interchange or e-commerce networks, and various activities related thereto (the "Division's Business");

WHEREAS, the Seller desires to sell to the Purchaser, and the Purchaser desires to purchase from the Seller, substantially all the assets of the Division's Business in the manner and subject to the terms and conditions set forth in this Agreement; and

WHEREAS, the Seller desires to assign to the Purchaser, and the Purchaser is willing to assume, substantially all the obligations and liabilities of the Division's Business relating to substantially all the assets of the Division's Business, in the manner and subject to the terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants, agreements, representations and warranties herein contained, and intending to be legally bound hereby, the parties hereby agree as follows:

## ARTICLE I

### PURCHASE AND SALE OF ACQUIRED ASSETS

Section 1.1 Purchase and Sale. Upon the terms and subject to the conditions of this Agreement, on the Closing (as defined hereinafter), (a) the Seller shall sell, assign, transfer, convey and deliver to the Purchaser, and the Purchaser shall purchase, all the Acquired Assets (as defined in Section 1.2(a) hereof), subject to the assumption of certain liabilities of the Seller as set forth in Section 1.3 hereof.

#### Section 1.2 Acquired Assets and Excluded Assets.

(a) The term "Acquired Assets" means substantially all the business, properties, assets and rights of whatever kind and nature, real or personal, tangible or intangible, other than the Excluded Assets (as defined in Section 1.2(b) hereof), owned or leased by the Seller on the date on which the Closing occurs (the "Closing Date") for the purpose of conducting the Division's Business, but does not include any property or asset of the Seller (x) which is used in the general administration of the Seller's business, (y) not used exclusively for the benefit of the Division or its activities and (z) not necessary for the conduct of the Division's Business, and as set forth below:

(i) accounts receivable as set forth on Exhibit A attached hereto (the "Accounts Receivable");

(ii) all inventory, including materials, work-in-process and completed products as set forth on Exhibit B attached hereto (the "Inventory");

(iii) all fixtures and equipment and other personal property located and used in the design, development, production, sale and distribution of products in the two locations of the Division's Business in Rockford, Illinois and Ann Arbor, Michigan, all

owned, licensed or leased computer hardware, software and systems, telephone or telecopier equipment and agreements with respect thereto, in each case as set forth on Exhibit C attached hereto, which exhibit shall include a description of the asset, its location, the date placed in service, any depreciation life or method applicable to the asset and its book value;

(iv) all orders for products produced by the Division's Business to be fulfilled subsequent to the Cut-off Date; all files, correspondence, internal reports and contractual documents exclusively relating to the Division's Business, and all production, advertising, license, distribution, sales representation and other contracts and agreements exclusively relating to the production, sale and distribution of products produced by the Division's Business, whether fully executed or wholly or partially executory, as of the Cut-off Date, including the software license agreements set forth below in this Section 1.2(a) (the "Contracts"); all lists, information and records of the Division's Business relating to past, present and prospective customers and suppliers;

(v) all trademarks, service marks, trade names, Internet domain names, web sites, designs, slogans and general intangibles of like nature, together with all goodwill related to the foregoing (collectively "Trademarks"), patents, copyrights (including any registrations, renewals and applications for any of the foregoing), software (including source code), hardware design documents and files, regulatory approvals (i.e., FCC), technology, trade secrets and other confidential information, know-how, proprietary processes, models and methodologies, in each case exclusively relating to the Division's Business (collectively "Trade Secrets" and together with the foregoing, the "Intellectual Property");

(vi) the DCL Ltd. and RSA licenses; and

IN WITNESS WHEREOF, this Agreement has been signed on behalf of each of the parties hereto as of the date first above written.

INTERFACE SYSTEMS, INC.

DYNAMIC FAX, INC.

By: B. J. Cassio  
Title: Secretary

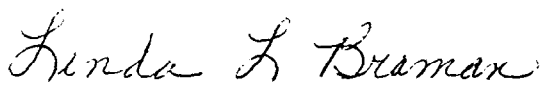
By: Duan Hampton  
Title: President & CEO

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

Reed Elsevier Properties, Inc.,	)	
	)	
Opposer,	)	Opposition No. 115,119
	)	
v.	)	Application Serial No.
	)	75/497,661
Interface Systems, Inc.,	)	
	)	
Applicant.	)	

**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that a true copy of Motion to Substitute or Join Under TBMP Section 512.01 was served upon Carla C. Calcagno, Howrey Simon Arnold & White, 1299 Pennsylvania Ave. N.W., Washington, D.C. 20004-2402, via first class mail, postage prepaid, on October 15, 2001.

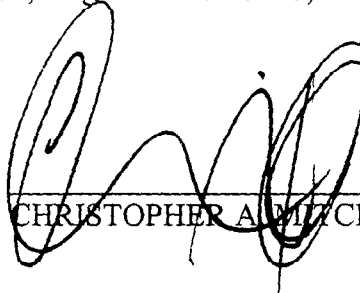
  
Linda L. Braman  
Linda L. Braman

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

Reed Elsevier Properties, Inc.,	)	
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Opposer,	)	Opposition No. 115,119
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v.	)	Application Serial No.
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Interface Systems, Inc.,	)	
	)	
Applicant.	)	

**CERTIFICATE OF MAILING**

The undersigned hereby certifies that an original of the Motion to Substitute or Join Under TBMP Section 512.01 was filed with the United States Patent and Trademark Office, Trademark Trial and Appeal Board, 2900 Crystal Drive, Arlington, Virginia 22202-3513, via first class mail on October 15, 2001.

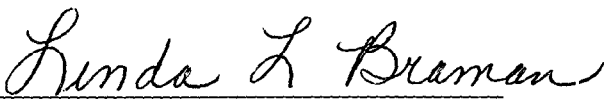
  
\_\_\_\_\_  
CHRISTOPHER A. MITCHELL

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

Reed Elsevier Properties, Inc.,	)	
	)	
Opposer,	)	Opposition No. 115,119
	)	
v.	)	Application Serial No.
	)	75/497,661
Interface Systems, Inc. and	)	
Dynamic Fax, Inc.	)	Published: June 1, 1999
	)	
Applicant/	)	
Party Defendant	)	

**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that a true copy of Applicant's Response to Opposer's Motion to Compel and DFI's Motion to Reopen the Time to File a Response Brief were served upon Carla C. Calcagno, Howrey Simon Arnold & White, 1299 Pennsylvania Ave. N.W., Washington, D.C. 20004-2402, via UPS Next Day Delivery, on November 25, 2002.

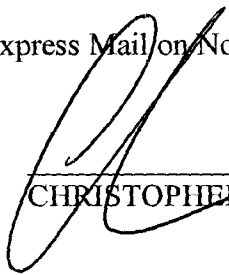
  
\_\_\_\_\_  
Linda L. Braman

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

Reed Elsevier Properties, Inc.,	)	
	)	
Opposer,	)	Opposition No. 115,119
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Applicant/	)	
Party Defendant	)	

**CERTIFICATE OF MAILING**

The undersigned hereby certifies that an original of Applicant's Response to Opposer's Motion to Compel and DFI's Motion to Reopen the Time to File a Response Brief filed with the United States Patent and Trademark Office, Trademark Trial and Appeal Board, 2900 Crystal Drive, Arlington, Virginia 22202-3513, via U.S. Postal Express Mail on November 25, 2002.

  
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CHRISTOPHER A. MITCHELL