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

Proceeding	91162489
Party	Defendant RawVibe Entertainment, Inc. RawVibe Entertainment, Inc. 10040 Sheridan Street Suite 211 Pembroke Pines, FL 33024
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Submission	Opposition/Response to Motion
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Signature	/s/ Shanee Y. Williams
Date	07/08/2005
Attachments	Opposition Number 91162489-Decl of SYW ISO Opposition to Motion to Reargue.pdf (4 pages)

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

Applicant: RawVibe Entertainment, Inc.
Mark: RAWVIBE
Serial No.: 78/254,486
Filed: May 27, 2003
Published: June 1, 2004
Goods: Pre-recorded audio, visual and audio-visual performances in analog and digital configurations and formats contained in analog magnetic tapes and discs, all containing music in International Class 9.

VIBE VENTURES LLC,

Opposer,

Opposition No. 91162489

v.

RAWVIBE ENTERTAINMENT, INC.,

Applicant.

**DECLARATION OF SHANEE Y. WILLIAMS IN SUPPORT OF RAWVIBE
ENTERTAINMENT'S OPPOSITION TO VIBE VENTURES' MOTION TO REARGUE**

I, SHANÉE Y. WILLIAMS, declare:

1. I am an attorney at law duly licensed to practice law in the State of California, and am an associate with the law firm of Dechert LLP ("Dechert"), counsel for Applicant RawVibe Entertainment, Inc. ("RawVibe"). The following declaration is based on my personal knowledge. If called upon to testify, I could testify competently as to the matters set forth herein.

2. On November 23, 2004, RawVibe filed its Answer to Vibe's Opposition. Subsequent to that filing, Vibe never made any attempt to contact RawVibe or to serve any discovery on RawVibe.

3. On April 26, 2005, Jean Voutsinas, counsel for Vibe, contacted me via telephone to seek an extension of the discovery period. I recall that Ms. Voutsinas requested a two month extension. The duration of the proposed extension is irrelevant to the issue presented by the motion and the primary issue of RawVibe's opposition to Vibe's original motion, which was that RawVibe did not consent to any extension of any periods for any duration of time.

4. After discussing the possibility of a brief extension of the discovery period, I asked Ms. Voutsinas to prepare a stipulation for my client to review, and if acceptable, approve. Ms. Voutsinas agreed to prepare the requested stipulation. During our discussion, no other deadlines were mentioned or discussed.

5. My request that a stipulation be prepared for consideration by me and my client was essential as I have a busy case calendar and needed to determine how any extension would affect the other matters I am involved in. Having an opportunity to consider any extension was also necessary in light of my travel plans during the summer and early fall, including travel out of the country, taking into account the trial dates scheduled in the October 14, 2004 Notice of Opposition to Registration and Trial Dates. I also informed Ms. Voutsinas that a stipulation was necessary because, although I was generally agreeable to a brief extension, any extension would have to be approved by my client.

6. On April 26, 2005, Vibe served its Motion to Enlarge Discovery and Testimony Periods. Prior to service of its motion, Vibe never submitted the promised stipulation, and never obtained RawVibe's consent to the dates proposed therein.

7. On May 2, 2005, I sent a letter to Ms. Voutsinas requesting that Vibe withdraw its motion, because RawVibe never consented to Vibe's proposed three-month extension of the discovery period, nor the three month extensions of the testimony periods. Indeed, I informed Ms. Voutsinas that RawVibe had not consented to any aspect of Vibe's motion.

8. On May 3, 2005, Ms. Voutsinas left a voicemail for me indicating that Vibe would take necessary steps to withdraw its motion. Vibe's motion was not withdrawn.

9. On May 4, 2005, Ms. Voutsinas emailed me and conceded that the parties had never discussed the proposed dates for extension of the testimony period.

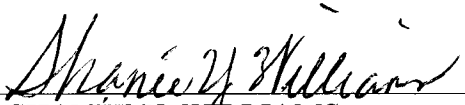
10. On May 17, 2005, the TTAB issued an order denying Vibe's motion.

11. On or around June 20, 2005, my office received a document entitled "Motion to Reargue." Therein, Vibe asserted that its motion was supported by an "accompanying memorandum of law and the declaration of Jean Voutsinas." However, these documents were not served on RawVibe. Accordingly, on June 22, 2005, I sent a letter to Ms. Voutsinas, requesting that she provide the memorandum and declaration to RawVibe by the following day, and that Vibe inform the TTAB that RawVibe had not been properly served. Although I am unaware of whether Ms. Voutsinas informed the TTAB that RawVibe was not properly served, Ms. Voutsinas agreed to extend RawVibe's deadline to oppose the motion to July 8, 2005.

12. The assertion in Vibe's Motion to Reargue that RawVibe agreed to submit a settlement proposal is not accurate. During my April 26, 2005 discussion with Ms. Voutsinas, I informed her that RawVibe had considered a settlement option. However, I also informed her that RawVibe intended to vigorously pursue its trademark application. I never informed Ms. Voutsinas that RawVibe would propose settlement to Vibe. I did, however, request that Ms. Voutsinas submit a settlement proposal on behalf of Vibe. To date, Vibe has not submitted any settlement proposal to RawVibe.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed this 8th day of July, 2005 in Palo Alto, California.


SHANÉE Y. WILLIAMS

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing Declaration of Shanée Y. Williams In Support Of Applicant's Opposition to Vibe's Motion for Enlargement of Discovery and Testimony Periods On Consent has been duly served by mailing such copy first class, postage prepaid, to Edward H. Rosenthal, Esq., Frankfurt Kurnit Klein & Selz, PC, 488 Madison Avenue, New York, NY 10022, on July 8, 2005.


Diana Moralez