

ESTTA Tracking number: **ESTTA214899**

Filing date: **06/02/2008**

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

Proceeding	91183660
Party	Defendant The Colonial Williamsburg Foundation
Correspondence Address	Tara A. Branscom LeClairRyan 10 S. Jefferson Street, Suite 1800 Roanoke, VA 24011 trademarks@leclairryan.com
Submission	Stipulated/Consent Motion to Extend
Filer's Name	Tara A. Branscom
Filer's e-mail	trademarks@leclairryan.com
Signature	/tara a. branscom/
Date	06/02/2008
Attachments	Motion to Extend Trial Dates.pdf (9 pages)(1225205 bytes)

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

THE WILLIAM CARTER COMPANY,

Opposer,

Opposition No. 91183660

Serial No.: 77/169,632

v.

CARTER'S GROVE, LLC

Applicant.

BOX TTAB NO FEE

Commissioner of Trademarks

P.O. Box 1451

Alexandria, VA 22313-1451

MOTION TO EXTEND DEADLINE FOR RESPONDING TO
NOTICE OF OPPOSITION AND OTHER TRIAL DATES
(WITH CONSENT)

Applicant, Carter's Grove, LLC, assignee of Serial No. 77/169632 from The Colonial Williamsburg Foundation recorded at Reel/Frame 3741/0515, hereby moves to extend the deadline by which Applicant must file a responsive pleading, answer or otherwise respond to the Notice of Opposition as well as all subsequent deadlines by sixty (60) days. This extension will result in the following trial schedule:

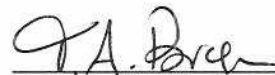
Time to Answer:	7/30/2008
Deadline for Discovery Conference:	8/29/2008
Discovery Opens:	8/29/2008
Initial Disclosures Due:	9/28/2008
Expert Disclosures Due:	1/26/2009
Discovery Closes:	2/25/2009
Plaintiff's Pretrial Disclosures:	4/11/2009
Plaintiff's 30-day Trial Period Ends:	5/26/2009
Defendant's Pretrial Disclosures:	6/10/2009
Defendant's 30-day Trial Period Ends:	7/25/2009
Plaintiff's Rebuttal Disclosures:	8/9/2009
Plaintiff's 15-day Rebuttal Period Ends:	9/8/2009

The parties have agreed that such an extension will not hinder the further process of this proceeding. Emilia F. Cannella, Esq., attorney for Opposer, agreed to this extension on May 28 and 29, 2008. This extension is necessary and supported by good cause, as the parties need the additional time to discuss potential settlement.

Respectfully submitted,

Dated: June 2, 2008

By:



Tara A. Branscom, Esq.
David J. Sensenig, Esq.
LeClair Ryan, A Professional Corporation
10 South Jefferson Street, Suite 1800
Drawer 1200
Roanoke, Virginia 24006
(540) 510-3000
(540) 510-3050 (facsimile)

Counsel for Applicant

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the foregoing was served by electronic mail and regular mail, postage prepaid, on counsel for Opposer The William Carter Company, this 2nd day of June, 2008, addressed as follows:

Emilia F. Cannella
Ropes & Gray
One International Place
Boston, MA 02110-2624
Emilia.Cannella@ropesgray.com

Counsel for Opposer



TO:TARA A. BRANSCOM COMPANY:10 S. JEFFERSON STREET, SUITE 1800

**UNITED STATES PATENT AND TRADEMARK OFFICE**UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

900101831A

MARCH 19, 2008

PTAS

TARA A. BRANSCOM
10 S. JEFFERSON STREET, SUITE 1800
ROANOKE, VA 24011UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 571-272-3350. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, MAIL STOP: ASSIGNMENT SERVICES BRANCH, P.O. BOX 1450, ALEXANDRIA, VA 22313.

RECORDATION DATE: 03/17/2008

REEL/FRAME: 003741/0515
NUMBER OF PAGES: 4BRIEF: ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
DOCKET NUMBER: 12514.0005

ASSIGNOR:

THE COLONIAL WILLIAMSBURG
FOUNDATIONDOC DATE: 12/19/2007
CITIZENSHIP: VIRGINIA
ENTITY: NON-STOCK, NON-PROFIT
CORPORATION

ASSIGNEE:

CARTER'S GROVE, LLC
123 EAST MAIN STREET, 8TH FLOOR
CHARLOTTESVILLE, VIRGINIA 22902CITIZENSHIP: VIRGINIA
ENTITY: LIMITED LIABILITY COMPANYAPPLICATION NUMBER: 77169632
REGISTRATION NUMBER:FILING DATE: 05/01/2007
ISSUE DATE:MARK: CARTER'S GROVE
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN BLOCK FORM

TO:TARA A. BRANSCOM COMPANY:10 S. JEFFERSON STREET, SUITE 1800

003741/0515 PAGE 2

APPLICATION NUMBER: 77169634
REGISTRATION NUMBER: 3394321

FILING DATE: 05/01/2007
ISSUE DATE: 03/11/2008

MARK: CARTER'S GROVE
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN BLOCK FORM

APPLICATION NUMBER: 73177416
REGISTRATION NUMBER: 1132230

FILING DATE: 07/07/1978
ISSUE DATE: 04/01/1980

MARK: CARTER'S GROVE
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

JEEVON JONES, EXAMINER
ASSIGNMENT SERVICES BRANCH
PUBLIC RECORDS DIVISION

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

**03/17/2008
 900101831**

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Colonial Williamsburg Foundation		12/19/2007	Non-Stock, Non-Profit Corporation: VIRGINIA
RECEIVING PARTY DATA			
Name:	Carter's Grove, LLC		
Street Address:	123 East Main Street, 8th Floor		
City:	Charlottesville		
State/Country:	VIRGINIA		
Postal Code:	22902		
Entity Type:	LIMITED LIABILITY COMPANY: VIRGINIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	77169632	CARTER'S GROVE	
Serial Number:	77169634	CARTER'S GROVE	
Registration Number:	1132230	CARTER'S GROVE	
CORRESPONDENCE DATA			
Fax Number:	(540)510-3050		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	5405103000		
Email:	trademarks@leclairryan.com		
Correspondent Name:	Tara A. Branscom		
Address Line 1:	10 S. Jefferson Street, Suite 1800		
Address Line 4:	Roanoke, VIRGINIA 24011		
ATTORNEY DOCKET NUMBER:	12514.0005		
NAME OF SUBMITTER:	Attorney		

CH \$90.00 77169632

TO:TARA A. BRANSCOM COMPANY:10 S. JEFFERSON STREET, SUITE 1800

Signature:	/tara a. branscom/
Date:	03/17/2008
Total Attachments: 2 source=Carter's Grove Trademark Assignment#page1.tif source=Carter's Grove Trademark Assignment#page2.tif	

TRADEMARK ASSIGNMENT

This Trademark Assignment is made as of the 19th day of December, 2007 (“Effective Date”), between The Colonial Williamsburg Foundation, a non-stock, non-profit corporation organized and existing under the laws of the Commonwealth of Virginia (“Assignor” or “CWF”) and Carter’s Grove, LLC, a limited liability company organized and existing under the laws of Virginia (“Assignee”).

Recitals

A. Assignor is, to the best of its knowledge, the owner of the United States trademark CARTER’S GROVE as used on and in connection with the following goods: (1) metal trivets; (2) non-metal decorative moldings for use in building construction, namely, chair rails; (3) fabric; and (4) furniture (“CARTER’S GROVE Mark”).

B. Assignor is also the owner of United States Trademark Registration No. 1,132,230 for the trademark CARTER’S GROVE for “metal trivets” (“CARTER’S GROVE Registration”) and United States Trademark Application Serial Nos. 77/169,632 and 77/169,634 for “furniture” and “non-metal decorative moldings for use in building construction, namely, architectural molding namely, chair rail,” respectively (“CARTER’S GROVE Applications”).

C. Assignor desires to assign to Assignee, and Assignee desires to acquire, all of the right, title, and interest that Assignor has or may have in and to the CARTER’S GROVE Mark, the CARTER’S GROVE Registration, and the CARTER’S GROVE Applications, together with the goodwill associated with the CARTER’S GROVE Mark (“Goodwill”).

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

1. **Assignment.** Assignor hereby assigns to Assignee all of its right, title, and interest in and to the CARTER’S GROVE Mark, the CARTER’S GROVE Registration, the CARTER’S GROVE Applications, and the Goodwill.

2. **Representations and Warranties.** Assignor represents and warrants to Assignee that to the best of its knowledge and excepting any opposition to United States Trademark Application Serial No. 77/169,632 or challenge to the CARTER’S GROVE Mark made by The William Carter Company arising from the extension of time to oppose filed by The William Carter Company against United States Trademark Application Serial No. 77/169,632: (a) Assignor has good and marketable title, free and clear of all liens or other encumbrances, rights and interests to the CARTER’S GROVE Mark, (b) the CARTER’S GROVE Mark does not conflict with or infringe upon any proprietary rights of any third party; and (c) there is no infringement claim by or against any third party in connection with the CARTER’S GROVE Mark.

3. **Reservations of Rights/Liabilities.** Assignor reserves for itself, and does not assign to Assignee, (a) any right to income from or liabilities arising out of Assignor’s use of the CARTER’S GROVE Mark prior to the Effective Date, (b) any right, including any right to

royalty or other income, or any obligation, arising out of the CWF License Agreements, as such term is defined in the License Agreement between Assignor and Assignee of even date herewith, with Assignor's licensees, in effect as of the Effective Date, regardless whether any such rights or such income accrues or becomes due and payable prior to or after the Effective Date, and (c) any right to damages resulting from infringement of the CARTER'S GROVE Mark prior to the Effective Date or as may be otherwise agreed to in writing by Assignor and Assignee.

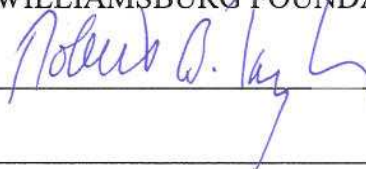
4. **Governing Law/Forum.** This Assignment shall be governed by, and interpreted in accordance with, the laws of the Commonwealth of Virginia, excluding Virginia's choice of law rules. Any action or claim arising out of or relating to this Assignment shall be brought only in the Circuit Court for the City of Williamsburg and James City County, Virginia, or the United States District Court for the Eastern District of Virginia, Newport News Division.

5. **Indemnification.** Assignor agrees to defend, indemnify and hold harmless Assignee and its members against any and all losses, damages, liabilities, judgments, awards and costs incidental thereto (including reasonable attorneys' and expert witness fees and expenses) arising out of or related to any claim that the use of the CARTER'S GROVE Mark by Assignor and/or Assignor's licensees prior to the Effective Date, infringed or violated the trademark, copyright, or other proprietary rights of any third party. In no event shall Assignor have any responsibility to defend, indemnify and hold harmless pursuant to this Assignment for demands for indemnification made by Assignee more than three (3) years after the Effective Date hereof.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Trademark Assignment to be executed and delivered effective as of the Effective Date.

THE COLONIAL WILLIAMSBURG FOUNDATION

By: _____



Print Name: _____

Title: _____

CARTER'S GROVE, LLC

By: _____



Print Name: _____

Steven W. Blaine

Title: _____

Attorney-in-Fact