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

Proceeding	91184199
Party	Defendant Longhouse Media
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Date	06/27/2008
Attachments	Answer to Opposition re NATIVE LENS.pdf (6 pages)(16124 bytes)

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

In the matter of:
Mark : NATIVE LENS
Serial No. : 78/973708
Publication Date : November 20, 2007

911 Media Arts Center,)	
)	
Opposer,)	Opposition No. 91184199
)	
v.)	
)	
Longhouse Media,)	
)	
Applicant.)	
)	

**APPLICANT'S ANSWER TO
NOTICE OF OPPOSITION**

Commissioner for Trademarks
Trademark Trial and Appeal Board
P.O. Box 1451
Alexandria, VA 22313-1451

Applicant has been the sole active user of the NATIVE LENS mark since its principals took over Opposer's role in the Native Lens program at a critical time for the program in 2005. Since that time, the program has helped over 900 Native and indigenous youth. It has been greatly revised and has received numerous awards, honors and media publicity. The NATIVE LENS mark is and has been exclusively identified with the Native Lens program, and that program has been exclusively operated by Applicant and Applicant's principals in partnership with the Swinomish Indian Tribal Community since 2005. Through its trademark application, Applicant merely seeks to protect the NATIVE LENS mark from infringement by third parties and continue its ongoing and widely-recognized work of helping Native and indigenous youth through culturally-relevant media arts and media literacy training.

Longhouse Media ("Applicant"), by its attorneys, hereby answers the Notice of Opposition of 911 Media Arts Center ("Opposer") as follows:

1. Applicant admits that Opposer is a non-profit organization. The remainder of Paragraph 1 is denied for lack of knowledge or information sufficient to form a belief as to its truth.

2. Paragraph 2 is denied for lack of knowledge or information sufficient to form a belief as to its truth.

3. Applicant admits that Opposer received a grant from AOL Time Warner. The remainder of Paragraph 3 is denied for lack of knowledge or information sufficient to form a belief as to its truth.

4. Applicant admits that a two-day Native Lens event was held in May 2004, and that a celebration was held at the Daybreak Star Center as part of that event. Applicant denies that Opposer "hosted" the conference or celebration, as the conference and celebration were organized, arranged and funded in partnership with the Swinomish Indian Tribal Community. The remainder of Paragraph 4 is denied for lack of knowledge or information sufficient to form a belief as to its truth.

5. Applicant admits that the Seattle Times published an article profiling the Native Lens program. The remainder of Paragraph 5 is denied for lack of knowledge or information sufficient to form a belief as to its truth.

6. Applicant admits that the Native Lens program was started in partnership between Opposer and the Swinomish Indian Tribal Community. The remainder of the first sentence of Paragraph 6 is denied. The second sentence of Paragraph 6 is admitted.

7. Paragraph 7 is denied.

8. Paragraph 8 is denied for lack of knowledge or information sufficient to form a belief as to its truth.

9. The allegation in the unnumbered sentence prior to Paragraph 9 is denied. Applicant admits that Annie Silverstein is currently the Artistic Director of Applicant and that she was once employed by Opposer. Applicant admits that Tracy Rector volunteered her time in connection with the Native Lens program beginning in January or February 2005, after support for the program was dropped by Opposer. Applicant denies that the Native Lens program was being "developed by 911," as Opposer lacked relevant experience to develop the program and at all relevant times during Opposer's involvement it was developed and operated in partnership with the Swinomish Indian Tribal Community. The remainder of Paragraph 9 is denied.

10. Applicant admits that Opposer laid off Annie Silverstein, its sole staff member assigned to the Native Lens program, in January 2005. The remainder of Paragraph 10 is denied for lack of knowledge or information sufficient to form a belief as to its truth.

11. The first sentence of Paragraph 11 is denied. Applicant admits that the Native Lens program continued after January 2005 and that a second event was held in May 2005. Applicant denies that Opposer "carried on" or "presented" the program or event; rather, Opposer's financial problems and the resulting layoffs caused it to abandon the program at critical time in January 2005, just as it was gaining trust and acceptance among the Native community. The remainder of Paragraph 11 is denied for lack of knowledge or information sufficient to form a belief as to its truth.

12. Applicant admits that Opposer may have reimbursed Ms. Rector and Ms. Silverstein for certain expenses related to the Native Lens program, presumably from its grant money that it received to maintain the program, but Applicant denies that Opposer covered even a substantial part of the expenses for the May 2005 event. The event would have been cancelled without funding from the Swinomish Indian Tribal Community and others. The remainder of Paragraph 12 is denied for lack of knowledge or information sufficient to form a belief as to its truth.

13. Applicant admits that the Chairman of the Swinomish Indian Tribal Community and representatives of Applicant contacted Opposer in November 2005 in an attempt to clear up Opposer's claim to the name of the program then being operated by Applicant and the Swinomish Tribe. Applicant denies that Applicant and the Swinomish Tribe "describ[ed] their interest in creating a media literacy program for Native American youth using the name Native Lens" in November 2005, as the two organizations were exclusively operating the Native Lens program by November 2005. The second sentence of Paragraph 13 is admitted.

14. The first sentence of Paragraph 14 is denied. Applicant admits that the Native Lens program is not active at Opposer. Applicant admits that Opposer has sporadically included content regarding a Native Lens program on its website, but asserts that this content is related to Opposer's activities prior to dropping the Native Lens program and it has not been substantially revised or updated since that time. The remainder of the second sentence of Paragraph 14 is denied. The third sentence of Paragraph 14 is denied for lack of knowledge or information sufficient to form a belief as to its truth.

15. Applicant denies it filed an intent-to-use application. Applicant denies that it initially filed an application for the services listed in Paragraph 15. The remainder of Paragraph 15 is admitted.

16. The allegation in the unnumbered sentence prior to Paragraph 16 is denied. The first sentence of Paragraph 16 is denied. The second sentence of Paragraph 16 is denied for lack of knowledge or information sufficient to form a belief as to its truth.

17. The first sentence of Paragraph 17 is denied, as Applicant believes the NATIVE LENS mark is and has been solely identified with the media arts and literary program now

operated exclusively by Applicant with the support of the Swinomish Indian Tribal Community. The second and third sentences of Paragraph 17 are denied, as the Native Lens program has been greatly revised and expanded since Applicant took over the program in 2005 and it has been the subject of extensive media coverage, grants, projects, honors and awards too numerous to list in this Answer, all of which identify the Native Lens program and the related NATIVE LENS mark with Applicant rather than Opposer.

18. The first sentence of Paragraph 18 is admitted. The second sentence of Paragraph 18 is denied.

19. The allegation in the unnumbered sentence prior to Paragraph 19 is denied. Paragraph 19 is denied.

20. Paragraph 20 is denied.

21. Paragraph 21 is denied.

AFFIRMATIVE DEFENSES

In further answer to the Notice of Opposition, Applicant asserts the following affirmative defenses:

1. Abandonment.
2. Acquiescence.
3. Laches.
4. Estoppel.
5. Opposer fails to state a claim upon which relief can be granted.

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PRAYER FOR RELIEF

WHEREFORE, Applicant respectfully requests that Opposer's Notice of Opposition and this proceeding be dismissed with prejudice.

Dated: June 27, 2008

Respectfully submitted,

WRIGHT LAW PLLC

/s/ Zachary A. Wright

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CERTIFICATE OF SERVICE

I, Zachary A. Wright, hereby certify that a true and complete copy of the foregoing Answer has been served on Opposer by mailing said copy, via first class mail, postage prepaid, to counsel for Opposer as follows:

Jennifer Krebs
Garvey Schubert Barer
1191 Second Avenue, Suite 1800
Seattle, WA 98101

Dated: June 27, 2008

/s/ Zachary A. Wright
Zachary A. Wright