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

Proceeding	91185637
Party	Plaintiff Montblanc-Simplo GmbH
Correspondence Address	Milton Springut Kalow & Springut LLP 488 Madison Avenue New York, NY 10022 UNITED STATES cboehm@creativity-law.com, ms@creativity-law.com
Submission	Motion to Extend
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Signature	/Shadaia M. Gooden/
Date	04/13/2009
Attachments	motion memo.pdf (8 pages)(243928 bytes)

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

Montblanc-Simplo GmbH,
Opposer,

Opposition No. 91185637
Mark: MONT BLANC
Serial No.: 77/306,457

v.

United Brands International, Inc.,
Applicant.

**PARTIALLY CONSENTED MOTION TO EXTEND DISCOVERY PERIOD AND
OPPOSERS' MOTION FOR ADDITIONAL EXTENSION OF TIME**

Opposer, Montblanc, seeks an extension of time to take discovery. Opposer seeks to extend all due dates by seven weeks as set forth below.

Discovery	6/1/2009
Plaintiff's Trial Period Ends	8/30/2009
Defendant's Trial Period Ends	10/29/2009
Plaintiff's Rebuttal Period Ends	12/13/2009

Opposer anticipates that the proposed extension will allow sufficient time to complete outstanding discovery matters, including any follow-up as required by either party.

Applicant, United Brands International, Inc., by Seirous Ghalati, president and CEO, has consented, through email correspondence with Shadaia M. Gooden, an associate of the undersigned, to extend the discovery period until May 1, 2009. Applicant has not yet provided a response to Opposer's request to extend discovery until June 1, 2009.

As set forth in the accompanying Memorandum of Law, Opposer believes that the consented date of May 1, 2009 does not provide an adequate amount of time to complete outstanding discovery matters given the schedules of the parties.

Respectfully submitted,

KALOW & SPRINGUT LLP

Dated: April 13, 2009

By: 
Shadaia M. Gooden

DECLARATION OF SERVICE

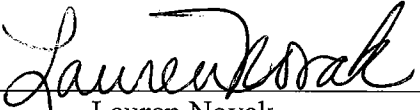
LAUREN NOVAK declares that:

1. I am an assistant with KALOW & SPRINGUT LLP, attorneys for the Opposer in the captioned proceeding, and that on the execution date which appears below, a true copy of the annexed **PARTIALLY CONSENTED MOTION TO EXTEND DISCOVERY AND TRIAL DATES AND OPPOSERS' MOTION FOR ADDITIONAL EXTENSION OF TIME** was served via email and U.S. Mail indicated upon the following addressee:

Mr. Seirous Afifi Ghalati
UNITED BRANDS INTERNATIONAL, INC.
3822 Campus Drive
Suite 105
Newport Beach, CA 92660
unitedbrandslegal@gmail.com

2. Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that all of the foregoing is true and correct.

Executed on April 13, 2009
New York, New York

By: 
Lauren Novak

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

Montblanc-Simplo GmbH,
Opposer,

Opposition No. 91185637
Mark: MONT BLANC
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v.

United Brands International, Inc.,
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**MEMORANDUM OF LAW IN SUPPORT OF OPPOSER'S PARTIALLY CONSENTED
MOTION TO EXTEND DISCOVERY PERIOD**

Opposer, Montblanc-Simplo GmbH ("Montblanc"), brings this motion, with the partial consent of Applicant, United Brands International, Inc. ("United Brands"), to extend the period for discovery.

BACKGROUND AND PRELIMINARY STATEMENT

Montblanc opposes the registration of United Brand's "MONT BLANC" mark. Montblanc asserts that the proposed mark is confusingly similar and is deceiving as to the origin of the goods sold in connection with the contested mark. The parties have been conducting discovery and now seek an extension on the discovery period.

ARGUMENT

THIS CONSENTED MOTION SHOULD BE GRANTED

A. Legal Authority And Standards

The discovery period may be extended upon stipulation of the parties approved by the Board, or upon motion granted by the Board, or by order of the Board.” 37 CFR §2.120(a). “[T]he Board is liberal in granting extensions of time before the period to act has elapsed, so long as the moving party has not been guilty of negligence or bad faith and the privilege of extensions is not abused.” *American Viramin Products, Inc., v. DowBrands Inc.*, 22 U.S.P.Q.2D 1313, 1315 (TTAB 1992). “The appropriate standard for allowing an extension of a prescribed period prior to the expiration of the term is ‘good cause.’” *National Football League v. DNH Management, LLC*, 85 U.S.P.Q.2D (TTAB 2008).

B. The Parties Have Diligently Pursued Discovery

Parties have exercised diligence in pursuing discovery in this case. Montblanc has served United Brands with a First Set of Interrogatories, a Second Set of Interrogatories, as well as a First Request for the Production of Documents and Things. United Brands has complied with each request. Parties have also exchanged several informal communications during the discovery period, including phone calls. Furthermore, parties have not sought prior extensions in this matter and are not acting in bad faith with the present request.

C. The Parties Have Demonstrated Good Cause For Extension of Time

On March 27, 2009, Montblanc served United Brands with a Notice of Deposition for April

10, 2009, prior to the April 13, 2009 close of the discovery period. United Brands, by Seirous Ghalati, President and CEO, responded to the notice providing that he was out of the country and would not be returning until after the close of the discovery period. Mr. Ghalati consented through email to extend discovery until May 1, 2009. Montblanc notified Mr. Ghalati of its earliest availability of May 5, 2009. Montblanc has not yet received a response from United Brands regarding the proposed date for deposition.

The deposition of United Brands should be permitted. The Notice of Deposition was timely served, setting a date for deposition prior to the close of the discovery period. Given the unavailability of the proposed deponent, the parties agree to extend the discovery until at least May 1, 2009 to allow for the discovery deposition to be taken. However, at a minimum discovery should be extended for one month, until May 13, 2009, to allow the parties to coordinate their schedules for the deposition of United Brands.

D. Montblanc Seeks To Extend Discovery Until June 1, 2009

United Brands has consented to a May 1, 2009 extension of the discovery period. However, this does not provide adequate time for the parties to schedule the deposition. Montblanc seeks a modest one month extension of the discovery to allow time to accommodate the schedules of the parties as well as an additional three weeks for follow-up as required by either party.

E. United Brands Has Consented In Part And Not Yet Responded In Part

As set forth above United Brands has consented to a May 1, 2009 extension of time. Despite email communications sent to Applicant, Montblanc has not yet received a response to the

proposed June 1, 2009 deadline. Accordingly, to date, Applicant has only consented to a May 1, 2009 extension.

CONCLUSION

Montblanc timely sought Applicant's deposition, which due to travel plans must be rescheduled. The modest extension of the discovery period sought will accommodate the parties' travel schedules as well as follow-up. Accordingly, this motion to extend the discovery period should be granted.

Respectfully submitted,

KALOW & SPRINGUT LLP

By: 
Shadaia M. Gooden

Dated: April 13, 2009

DECLARATION OF SERVICE

LAUREN NOVAK declares that:

1. I am an assistant with KALOW & SPRINGUT LLP, attorneys for the Opposer in the captioned proceeding, and that on the execution date which appears below, a true copy of the annexed **MEMORANDUM OF LAW IN SUPPORT OF PARTIALLY CONSENTED MOTION TO EXTEND DISCOVERY AND TRIAL DATES AND OPPOSERS' MOTION FOR ADDITIONAL EXTENSION OF TIME** was served via email and U.S. Mail indicated upon the following addressee:

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