

ESTTA Tracking number: **ESTTA1066470**

Filing date: **07/07/2020**

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

Proceeding	91255092
Party	Defendant GMP Securities L.P.
Correspondence Address	CATHERINE F. HOFFMAN DICKINSON WRIGHT PLLC 350 EAST LAS OLAS BLVD, SUITE 1750 FT. LAUDERDALE, FL 33301 UNITED STATES Primary Email: mhtrademarks@dickinsonwright.com Secondary Email(s): choffman@dickinsonwright.com, jdahlgard@dickinsonwright.com, dwtrademarks@dickinsonwright.com No phone number provided.
Submission	Motion to Join/Substitute Party
Filer's Name	Luna M. Samman
Filer's email	tmdocket@arentfox.com, luna.samman@arentfox.com, ryan.walsh@arentfox.com
Signature	/luna m. samman/
Date	07/07/2020
Attachments	Motion to Substitutue Party - GMP FIRSTENERGY Oppositions.pdf(561705 bytes)

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

FIRSTENERGY CORP.	:	
	:	
Opposer,	:	
	:	Opposition Nos.:
v.	:	91255092
	:	91255094
STIFEL NICOLAUS CANADA INC.	:	
	:	
Applicant.	:	

MOTION TO SUBSTITUTE PARTY

Pursuant to TBMP Section 512, Stifel Nicolaus Canada Inc. (“SNC”) hereby requests that it be substituted as a party in this proceeding for GMP Securities L.P. (“GMP”).

On December 6, 2019, GMP assigned all rights, title, and interest in and to U.S. Trademark Application Nos. 87183617 and 87183639 for the marks GMP FIRSTENERGY and GMP FIRSTENERGY & Design, which are the subject of the instant proceedings. This assignment, which has been recorded with the U.S. Patent and Trademark Office at Reel/Frame 6949/0392 and is included with this Motion as Exhibit A, transferred all rights, title, and interest in and to these marks, together with the goodwill and business inherent therein to SNC. As a result, SNC is now the listed and legal owner of the objected-to marks.

Accordingly, and in light of the fact that the assignment occurred on December 6, 2019, prior to the commencement of the proceedings on April 6, 2020, SNC requests that the Board grant this motion substituting it for GMP in this proceeding.

Date: July 7, 2020

Respectfully submitted,

STIFEL NICOLAUS CANADA INC.

A handwritten signature in black ink, appearing to read "Luna Samman". The signature is fluid and cursive, with the first name "Luna" and last name "Samman" clearly distinguishable.

Luna M. Samman
ARENT FOX LLP
1717 K Street, NW
Washington, DC 20017

Attorneys for Stifel Nicolaus Canada Inc.

Exhibit A

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM578254

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GMP Securities L.P.		12/06/2019	Partnership: CANADA
RECEIVING PARTY DATA			
Name:	Stifel Nicolaus Canada Inc.		
Street Address:	145 King Street West, Suite 300		
City:	Toronto, Ontario		
State/Country:	CANADA		
Entity Type:	Corporation: CANADA		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Serial Number:	87183617	GMP FIRSTENERGY	
Serial Number:	87183639	GMP FIRSTENERGY	
Registration Number:	4335770	GMP SECURITIES	
Registration Number:	4335237	GMP	
Registration Number:	3062144	GMP	
Registration Number:	2227073	FIRSTENERGY CAPITAL CORP.	
Registration Number:	3062146	GRIFFITHS MCBURNEY	
CORRESPONDENCE DATA			
Fax Number:	2028576395		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2028576000		
Email:	ryan.walsh@arentfox.com		
Correspondent Name:	Luna M. Samman		
Address Line 1:	1717 K Street NW		
Address Line 4:	Washington, D.C. 20006		
ATTORNEY DOCKET NUMBER:	039128.00047		
DOMESTIC REPRESENTATIVE			
Name:	Luna M. Samman		
Address Line 1:	1717 K Street NW		

OP \$190.00 87183617

Address Line 4: Washington, D.C. 20006	
NAME OF SUBMITTER:	Luna M. Samman
SIGNATURE:	/luna m. samman/
DATE SIGNED:	05/27/2020
Total Attachments: 12 source=Intellectual Property Assignment Agreement - GMP Securities L.P. to Stifel Nicolaus Canada Inc. Redacted#page1.tif source=Intellectual Property Assignment Agreement - GMP Securities L.P. to Stifel Nicolaus Canada Inc. Redacted#page2.tif source=Intellectual Property Assignment Agreement - GMP Securities L.P. to Stifel Nicolaus Canada Inc. Redacted#page3.tif source=Intellectual Property Assignment Agreement - GMP Securities L.P. to Stifel Nicolaus Canada Inc. Redacted#page4.tif source=Intellectual Property Assignment Agreement - GMP Securities L.P. to Stifel Nicolaus Canada Inc. Redacted#page5.tif source=Intellectual Property Assignment Agreement - GMP Securities L.P. to Stifel Nicolaus Canada Inc. Redacted#page6.tif source=Intellectual Property Assignment Agreement - GMP Securities L.P. to Stifel Nicolaus Canada Inc. Redacted#page7.tif source=Intellectual Property Assignment Agreement - GMP Securities L.P. to Stifel Nicolaus Canada Inc. Redacted#page8.tif source=Intellectual Property Assignment Agreement - GMP Securities L.P. to Stifel Nicolaus Canada Inc. Redacted#page9.tif source=Intellectual Property Assignment Agreement - GMP Securities L.P. to Stifel Nicolaus Canada Inc. Redacted#page10.tif source=Intellectual Property Assignment Agreement - GMP Securities L.P. to Stifel Nicolaus Canada Inc. Redacted#page11.tif source=Intellectual Property Assignment Agreement - GMP Securities L.P. to Stifel Nicolaus Canada Inc. Redacted#page12.tif	

Intellectual Property Assignment Agreement

This Intellectual Property Assignment Agreement is made as of the 6th day of December, 2019 (the “**Effective Date**”)

BETWEEN

GMP Securities L.P., a partnership governed by the laws of Manitoba, Canada, with its principal place of business located at 145 King Street, Suite 300, Toronto, Ontario, Canada M5H 1J8 (the “**Assignor**”)

- and -

Stifel Nicolaus Canada Inc., a corporation organized and existing under the laws of Ontario, with its principal place of business located at 145 King Street West, Suite 300, Toronto, Ontario, Canada (the “**Assignee**”)

(Each a “**Party**” and collectively, the “**Parties**”)

WHEREAS:

- A. The Assignor and the Assignee are Parties to a securities and asset purchase agreement dated June 17, 2019 among Stifel Nicolaus Canada Inc., Stifel Nicolaus Europe Limited, Thomas Weisel Partners Group Inc., FirstEnergy Capital LLP, GMP Securities L.P., Griffiths McBurney Canada Corp. and GMP Capital Inc.
- B. The Assignor and the Assignee subsequently entered into an amended and restated securities and asset purchase agreement (the “**Purchase Agreement**”) dated October 18, 2019 among Stifel Nicolaus Canada Inc., Stifel Nicolaus Europe Limited, Stifel, Nicolaus & Company, Incorporated, FirstEnergy Capital LLP, GMP Securities L.P., Griffiths McBurney Corp., Griffiths McBurney Canada Corp. and GMP Capital Inc.
- C. Pursuant to the Purchase Agreement, the Assignee acquired from the Assignor Business Owned Intellectual Property, as defined in the Purchase Agreement, including without limitation all rights, title and interests in and to the trademark applications and registrations, domain names, and social media accounts identified in Schedule A hereto, together with all goodwill of the Assignor’s business associated with and symbolized by any of the foregoing (collectively, the “**Assigned Rights**”)
- D. The Assignor and the Assignee now wish to confirm this conveyance, assignment, transfer, and delivery of the Assigned Rights for all relevant jurisdictions in the world.

NOW THEREFORE for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

- 1. The Assignor hereby confirms that, as of the Effective Date, the Assignor has irrevocably conveyed, transferred, assigned and set over to the Assignee, without any limitation whatsoever, all of the Assignor’s worldwide rights, title, and interests in and to the Assigned Rights, including the business to which the Assigned Rights pertain, and

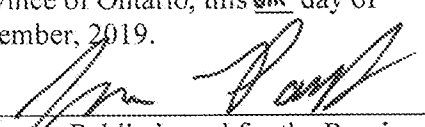
including the benefit of any and all past use of the Assigned Rights, the right to sue for any past, present or future infringement, dilution or other violation thereof, and all proceeds of any of the foregoing.

2. The Assignor shall, without further consideration, do all things and execute and deliver to the Assignee all documents to: (i) secure, perfect, record and protect the Assignee's rights, title and interest in and to the Assigned Rights that the Assignor has conveyed, transferred, assigned and set over to the Assignee as of the Effective Date, including by providing, executing and assisting with the recordation of relevant documents with any applicable intellectual property offices or Internet domain name registrars in any jurisdictions throughout the world; and (ii) give full force and effect to this Intellectual Property Assignment Agreement.
3. The Parties confirm that all costs, registration fees and other expenses pertaining to such assignment shall be for the sole account of the Assignee. To the extent that the Assignor incurs reasonable out-of-pocket expenses in connection with such further actions requested by the Assignee, the Assignee agrees to promptly reimburse the Assignor therefor.
4. This Intellectual Property Assignment Agreement is binding on the Parties and their successors and assigns, and shall be interpreted and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. The Parties hereby submit to the non-exclusive jurisdiction of the Courts of the Province of Ontario and all legal proceedings arising out of or in connection with this Intellectual Property Assignment Agreement may be brought before the Courts of the Province of Ontario.
5. This Intellectual Property Assignment Agreement may be executed and delivered electronically in counterparts, each of which is deemed to be an original.

Signature Pages to Follow

IN WITNESS WHEREOF the Parties have executed this Intellectual Property Assignment as of the Effective Date.

IN TESTIMONY WHEREOF I have subscribed my name and affixed my Notarial Seal of Office below in the City of Toronto, in the Province of Ontario, this 6th day of December, 2019.

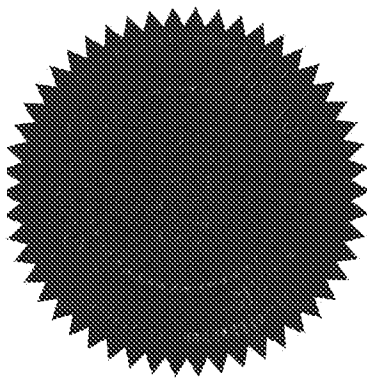

A Notary Public in and for the Province of Ontario

GMP Securities L.P.

By:


Name:
Title:

I have authority to bind the limited partnership.



IN TESTIMONY WHEREOF I have subscribed my name and affixed my Notarial Seal of Office below in the City of _____, in the _____ of _____, this ___ day of December, 2019.

Stifel Nicolaus Canada Inc.

By: [Signature]
Name: Michael Chien
Title: Secretary

A Notary Public in and for _____

I have authority to bind the corporation

An notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA COUNTY OF San Francisco
Subscribed and sworn to (or affirmed) before me on this 6 day of December
2019 by Michael Chien

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.




[Signature]
(Signature of Notary)



Signature Page – Intellectual Property Assignment Agreement

Schedule A

(a) Standing in the name of GMP Securities L.P.

No.	Country	Trademark	Status	Application Date	Registration Date
1.	United States	GMP FIRSTENERGY GMP FIRSTENERGY	Pending Section 44(D)	App 87183617 App 26-SEP-2016	
2.	United States	 GMP FIRSTENERGY	Pending Section 44(D)	App 87183639 App 26-SEP-20-16	
3.	United States	GMP SECURITIES GMP SECURITIES	Registered	App 85482004 App 28-NOV-2011	Reg 14-MAY-2013 Reg 4335770
4.	United States	 GMP	Registered	App 85127869 App 13-SEP-2010	Reg 14-MAY-2013 Reg 4335237
5.	United States	 GMP	Renewed (Registered)	App 78338422 App 09-DEC-2003	Reg 28-FEB-2006 Reg 3062144
6.	United States	GRIFFITHS MCBURNEY GRIFFITHS MCBURNEY	Renewed (Registered)	App 78338519 App 09-DEC-2003	Reg 28-FEB-2006 Reg 3062146
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No.	Country	Trademark	Status	Application Date	Registration Date
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

(b) FIRSTENERGY trademarks - updates to the ownership in process:

No.	Country	Trademark	Status	Application No. and Date	Registration No. and Date	Owner Name
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
4. ¹	United States	FIRSTENERGY CAPITAL CORP.	Renewed (Registered)	App 75208133 App 04-DEC-1996	Reg 02-MAR-1999 Reg 2227073	GMP Securities L.P.

[REDACTED]

Copyright Registration

No.	Country	Title	Registration No.	Registration Date	Owner Name
■	■	■■■■■■■■■■	■	■	■■■■■■■■
■	■	■■■■■■■■■■ ■■■■■■■■	■	■	■■■■■■■■

Domain Names

Domain Names owned and currently used in the Capital Markets business (.com, Ca,.net &.org for each of the following)
■■■■■■■■■■ ■■■■■■■■■■ ■■■■■■■■■■ ■■■■■■■■■■ ■■■■■■■■■■ ■■■■■■■■■■ ■■■■■■■■■■ ■■■■■■■■■■
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**Other Domain Names owned by GMP Securities LP. that are (or have been) used by affiliates not involved in the Capital Markets business
(.com, .ca,.net &.org for each of the following)**

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]
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[REDACTED]
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[REDACTED]
[REDACTED]

Social Media Accounts

Social Media Accounts used in connection with the Capital Markets business

[REDACTED] [REDACTED]

Social Media Accounts used in connection with the Capital Markets business

[REDACTED]

CERTIFICATE OF SERVICE

It is hereby certified that the foregoing Motion to Substitute Party (re Opposition Nos. 91255092 and 91255094) was served upon the following attorney for record for Opposer by email this 7th day of July 2020:

SUZANNE K. KETLER
ROETZEL & ANDRESS
222 SOUTH MAIN STREET
AKRON, OH 44308
sketler@ralaw.com



Luna M. Samman