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

Proceeding	91255260
Party	Defendant Bad Mommy LLC
Correspondence Address	LALITA KHOSLA BAD MOMMY LLC 39 BENNETT AVE SAN ANSELMO, CA 94960 UNITED STATES Primary Email: lalita@badmommyedibles.com Secondary Email(s): sarah@badmommyedibles.com, LALITAKHOSLA@GMAIL.COM 9176095954
Submission	Opposition/Response to Motion
Filer's Name	Lalita Khosla
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Signature	/lalita khosla/
Date	09/26/2020
Attachments	Bad Mommy Reply to STX Answer to Counterclaim.pdf(2920486 bytes)

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

In the matter of Application Serial No. 87/775019
Filed on January 29, 2018
Published in the *Official Gazette* on October 15, 2019

STX Financing, LLC
Plaintiff,

v.

Bad Mommy LLC
Defendant.

Opposition No. 91255260

Reply to STX Financing's Answer to
Counterclaim Affirmative Defense

REPLY TO ANSWER TO AFFIRMATIVE DEFENSES OF COUNTERCLAIM

Bad Mommy LLC (“Applicant”) hereby replies to Plaintiff STX Financing's Affirmative Defense in its Answer and Counterclaim Consolidated Petition for Cancellation.

1. The Defense in Paragraph 1 is denied. Plaintiff lacks priority in all three of its registrations because Bad Mommy had established Prior Use in its Registration #4923851 that matured on March 22, 2016 well before the applications for Plaintiff STX Financing’s Marks Registrations #5567306, #5567305, #5567301 were filed on August 9, 2017 and matured on September 18, 2018.

Thus, no Priority was established and the Counterclaim stands.

2. Bad Mommy LLC was assigned the trademark for Bad Mommy on June 26, 2017, also well before STX Financing applied for its subsequent Registrations. (EXHIBIT A)

WHEREFORE, Bad Mommy respectfully requests that the Consolidated Counterclaim Petition for Cancellation stand and the First Affirmative Defense cited by Plaintiff STX Financing be dismissed with prejudice.

Respectfully Submitted,

September 25, 2020

LALITA KHOSLA

By: /lalita khosla/
lalita@badmommyedibles.com

CERTIFICATE OF E-Filing Service

The undersigned hereby certifies that on this 26 day of September 2020, a true and correct copy of the foregoing BAD MOMMY REPLY TO STX FINANCING'S ANSWER TO CONSOLIDATED COUNTERCLAIM PETITION FOR CANCELLATION was served upon Opposer via Email:

jpietrini@smrh.com

Jill M Pietrini, ESQ
Sheppard Mullin Richter & Hampton LLP
1901 Avenue of the Stars, Suite 1600
Los Angeles, CA 90067-6017

 /lalitakhosla/
Lalita Khosla

Exhibit A
Bad Mommy Trademark Assignment

Trademark Assignment Agreement

State of California

This Trademark Assignment Agreement ("Assignment"), made effective as of the date set forth at the end of this document, is agreed to by and between the following parties:

Get Khosla LLC, a limited liability company, organized under the laws of the state of New York, ("Assignor"), having an address as follows:

2 Charlton Street
Suite PHC
New York, 10014

and Bad Mommy LLC, a limited liability company, organized under the laws of the state of California, ("Assignee"), having an address as follows:

69 Bolinas Road
Fairfax, CA 94930

RECITALS:

WHEREAS, Assignor is the owner of a mark (the "Mark") registered with the United States Patent and Trademark Office ("USPTO") with details as follows:

*Registration number: 4923851
Registration date: March 22nd, 2016;*

WHEREAS, Assignee would like to acquire the rights, title, and/or interest in and to said Mark, as well as any trademarks granted for such in any foreign countries;

NOW, therefore, in consideration of the promises and covenants contained herein, as well as other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), Assignee and Assignor do hereby agree as follows:

Article 1: ASSIGNMENT:

Assignor hereby sells, assigns, transfers, and conveys to Assignee the whole and complete right, title, and interest in and to the Mark that has been or may be granted in the United States and any foreign countries, together with the goodwill of the business symbolized by the Mark. This Assignment includes any goodwill of any business relating to products or services on which the Mark has been used and for which it is registered. The Assignment also includes any and all royalties, income, or other such fees (which may include damages or fees for infringement) due or payable to Assignor regarding the Mark.

Under the terms of this Agreement, Assignee is specifically able to bring any actions for infringement of the Mark, even if the infringement took place before the executed date of this Assignment.

Assignor agrees to completely cease use of the Mark or any confusingly-similar Mark. Assignor will not challenge Assignee's rights in the Mark.

Article 2: COOPERATION:

Assignor agrees to cooperate with Assignee to the fullest extent possible in conveying the right, title and interest in and to the Mark. The cooperation referred to herein includes the prompt completion and execution of any papers necessary, including oaths, declarations, specifications or any other papers required to make good the complete conveyance of the Mark, as well as assistance in proceedings taking place before the USPTO or any foreign country.

Article 3: RECORDATION:

Assignor will be responsible for causing recordation with the USPTO, by submitting all documents necessary to transfer ownership of the Mark. Assignor authorizes Assignee to complete recordation, and the USPTO and any other government officials to record and register this Assignment.

Assignee will be responsible for paying all fees required to the USPTO for recordation.

Article 4: SUCCESSORS:

The rights and obligations under this Assignment will inure to the benefit and be binding upon any of Assignee's successors and assignees, as well as Assignor's.

Article 5: COUNTERPARTS:

This Assignment may be executed in counterparts, all of which shall constitute a single agreement between the parties. If the dates set forth at the end of this document are different, this Assignment is to be considered effective as of the date that both parties have signed the Assignment, which may be the later date.

Article 6: NO CONFLICT:

Assignor warrants and represents that Assignor is not a party to, or will not be a party to, any assignment, agreement or other contract in conflict with this Assignment.

Article 7: ENTIRE AGREEMENT:

This Assignment document constitutes the entire agreement between Assignor and Assignee and supersedes any prior or contemporaneous understandings, whether written or oral.

Article 8: HEADINGS:

Headings to this Assignment are for convenience only and shall not be construed to limit or otherwise affect the terms of this Assignment.

Article 9: JURISDICTION & GOVERNING LAW:

This Agreement shall be governed in all respects by the laws of the United States of America and the laws of the state of California. Assignor and Assignee consent to jurisdiction under the state and federal courts within the state of California.

IN WITNESS WHEREOF, the Assignor and Assignee have executed and delivered this Assignment:

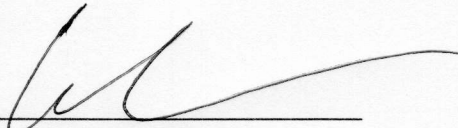
Get Khosla LLC

Signature:  _____

Lalita Khosla

Date: June 26, 2017

Bad Mommy LLC

Signature:  _____

Lalita Khosla

Date: June 26, 2017