

ESTTA Tracking number: **ESTTA1143307**

Filing date: **06/28/2021**

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

**Notice of Opposition**

Notice is hereby given that the following party opposes registration of the indicated application.

**Opposer Information**

Name	New England Patriots LLC
Granted to Date of previous extension	06/30/2021
Address	ONE PATRIOT PLACE FOXBOROUGH, MA 02035 UNITED STATES

Correspondence information	DAVID P. SHARROW GUNDERSON DETTMER STOUGH VILLENEUVE FRANKLIN & HACHIGIAN, LLP 1250 BROADWAY, 23RD FLOOR GUNDERSON DETTMER, LLP NEW YORK, NY 10001 UNITED STATES Primary Email: dsharrow@gunder.com 212-430-3161
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**Applicant Information**

Application No.	87421447	Publication date	03/02/2021
Opposition Filing Date	06/28/2021	Opposition Period Ends	06/30/2021
Applicant	Tuyp Inc UNIT 233 1005 BOYLSTON STREET NEWTON, MA 02461 UNITED STATES		

**Goods/Services Affected by Opposition**

Class 025. First Use: 0 First Use In Commerce: 0 All goods and services in the class are opposed, namely: Uniform apparel, namely, shirts, sweat-shirts, hats
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**Grounds for Opposition**

Priority and likelihood of confusion	Trademark Act Section 2(d)
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**Marks Cited by Opposer as Basis for Opposition**

U.S. Registration No.	6069742	Application Date	02/07/2017
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Registration Date	06/02/2020	Foreign Priority Date	NONE
Word Mark	NO DAYS OFF		
Design Mark			
Description of Mark	NONE		
Goods/Services	Class 041. First use: First Use: 2020/04/14 First Use In Commerce: 2020/04/14 Entertainment services, namely, providing expert commentary on sports events via the Internet		

U.S. Application No.	87073112	Application Date	06/15/2016
Registration Date	NONE	Foreign Priority Date	NONE
Word Mark	NO DAYS OFF		
Design Mark			
Description of Mark	The mark consists of a circle enclosing the words "No Days Off" above a group of three stars, with a bird wing design on the left and right sides of the circle.		
Goods/Services	Class 025. First use: First Use: 2006/12/13 First Use In Commerce: 2008/02/10 (Based on Use in Commerce) Belts; Boots; Coats; Crop tops; Dress pants; Dress suits; Dresses; Dressing gowns and bath robes; Gloves; Hats; Hats for infants, babies, toddlers and children; Jogging pants; Jogging suits; Men's and women's jackets, coats, trousers, vests; Men's dress socks; Men's socks; Men's suits; Men's suits, women's suits; Men's underwear; Pajamas; Polo shirts; Sandals; Sandals and beach shoes; Shirts; Shorts; Sneakers; Snowboard boots; Snowboard gloves; Snowboard jackets; Snowboard mittens; Snowboard pants; Socks; Sweaters; Sweatpants; Sweatshirts; Sweatshirts for men, women, kids; Swimsuits; T-shirts; T-shirts for men; T-shirts for women; T-shirts for kids; Tank tops; Ties; Underwear; Vests; A-shirts; Athletic apparel, namely, shirts, pants, jackets, footwear, hats and caps, athletic uniforms; Baseball caps and hats; Basketball sneakers; Bathing suits for men; Bow ties; Boxer shorts; Briefs; Business wear, namely, suits, jackets, trousers, blazers, blouses, shirts, skirts, dresses		

	and footwear; Camouflageshirts; Camouflage vests; Children's and infant's apparel, namely, jumpers, overall sleepwear, pajamas, rompers and one-piece garments; Children's and infant's apparel, namely, jumpers, overall sleepwear, pajamas, rompers and one-piece garments; Children's and infants' apparel treated with fire and heat retardants, namely, jumpers, overall sleepwear, pajamas, rompers and one-piece garments; Children's and infants' apparel treated with fire and heat retardants, namely, jumpers, overall sleepwear, pajamas, rompers and one-piece garments; Coats for men and women; Crew neck sweaters; Custom made to measure suits for men and women; Evening dresses; Fabric belts; Fashion hats; Fashion hats; Fleece shorts; Fleece vests; Footwear for men; Footwear for men and women; Gloves for apparel; Golf shirts; Graphic T-shirts; Henley shirts; Hiking boots; Hooded sweatshirts; Hooded sweatshirts for men, women, kids; Knit dresses; Knitted underwear; Ladies' underwear; Leather coats; Leotards and tights for women, men and children of nylon, cotton or other textile fibers; Men's dress socks; Men's socks; Men's underwear; Men's dress socks; Pea coats; Polo shirts; Rugby shirts; Shapewear; Short-sleeved or long-sleeved t-shirts; Snow boots; Snowboard boots; Sport coats; Sport shirts; Sports shirts; Sports caps and hats; Suit coats; Suspender belts; Suspender belts for men; Sweat shirts; T-shirts; Tee shirts; Tennis dresses; V-neck sweaters; Waist belts; Winter coats; Women's hats and hoods; Women's clothing, namely, shirts, dresses, skirts, blouses; (Based on Intent to Use) Bandanas
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U.S. Application No.	88949356	Application Date	06/05/2020
Registration Date	NONE	Foreign Priority Date	NONE
Word Mark	NO DAYS OFF		
Design Mark			
Description of Mark	NONE		
Goods/Services	Class 025. First use: First Use: 2006/12/13 First Use In Commerce: 2008/02/10 Clothing, namely, shirts, long-sleeved or short-sleeved t-shirts, athletic shirts, sweatshirts, hooded sweatshirts, hats, caps, and knit hats		

Attachments	87326969#TMSN.png( bytes ) 87073112#TMSN.png( bytes ) 88949356#TMSN.png( bytes ) NO DAYS OFF Notice of Opposition.pdf(1537832 bytes )
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Signature	/dps/
Name	DAVID P. SHARROW
Date	06/28/2021

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

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In re Application Serial No. 87/421,447	)	
	)	
Mark: NO DAYS OFF (and Design)	)	
	)	
Application Filing Date: April 22, 2017	)	
	)	
New England Patriots LLC	)	
	)	
	)	<b>Opposition No.</b> _____
Opposer,	)	
	)	
v.	)	
	)	
Tuyp Inc.	)	
	)	
Applicant.	)	
	)	

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**NOTICE OF OPPOSITION**

Opposer, New England Patriots LLC (“Opposer”), believes that it will be damaged by the issuance of a registration for the mark NO DAYS OFF (and Design), with respect to the goods in International Class 25, as applied for in Application Serial No. 87/421,447 (“Applicant’s Mark”), as filed by Tuyp Inc (“Applicant”), and hereby opposes the same.

As grounds for this Opposition, Opposer alleges as follows:

1. Opposer is a limited liability company organized under the laws of Delaware with an address at One Patriot Place, Foxborough, MA, 02035.
  
2. Upon information and belief, Applicant, Tuyp Inc is a Massachusetts Corporation located at 1005 Boylston Street, Unit 233, Newton, Massachusetts 02461.

3. On February 7, 2017, Opposer applied to register, in International Class 41, the Standard Character mark NO DAYS OFF, Serial No. 87/326,969 (“Opposer’s Mark #1”), on the Principal Register for use in connection with: “*Entertainment services, namely, providing expert commentary on sports events via the Internet.*” Opposer’s Mark #1 was registered on the Principal Register on June 2, 2020, under Registration No. 6,069,742. A copy of the United States Patent & Trademark Office (“USPTO”) database record for this registration is attached as **Exhibit “A”**.

4. On February 17, 2017, Opposer acquired via assignment all rights, title, and interests in predecessor-in-interest’s application to register in International Class 25, the mark NO DAYS OFF (and Design), Serial No. 87/073,112 (“Opposer’s Mark #2”), on the Principal Register for use in connection with: “*Belts; Boots; Coats; Crop tops; Dress pants; Dress suits; Dresses; Dressing gowns and bath robes; Gloves; Hats; Hats for infants, babies, toddlers and children; Jogging pants; Jogging suits; Men's and women's jackets, coats, trousers, vests; Men's dress socks; Men's socks; Men's suits; Men's suits, women's suits; Men's underwear; Pajamas; Polo shirts; Sandals; Sandals and beach shoes; Shirts; Shorts; Sneakers; Snowboard boots; Snowboard gloves; Snowboard jackets; Snowboard mittens; Snowboard pants; Socks; Sweaters; Sweatpants; Sweatshirts; Sweatshirts for men, women, kids; Swimsuits; T-shirts; T-shirts for men; T-shirts for women; T-shirts for kids; Tank tops; Ties; Underwear; Vests; A-shirts; Athletic apparel, namely, shirts, pants, jackets, footwear, hats and caps, athletic uniforms; Baseball caps and hats; Basketball sneakers; Bathing suits for men; Bow ties; Boxer shorts; Briefs; Business wear, namely, suits, jackets, trousers, blazers, blouses, shirts, skirts, dresses and footwear; Camouflage shirts; Camouflage vests; Children's and infant's apparel, namely, jumpers, overall sleepwear, pajamas, rompers and one-piece garments; Children's and infant's apparel, namely,*

*jumpers, overall sleepwear, pajamas, rompers and one-piece garments; Children's and infants' apparel treated with fire and heat retardants, namely, jumpers, overall sleepwear, pajamas, rompers and one-piece garments; Children's and infants' apparel treated with fire and heat retardants, namely, jumpers, overall sleepwear, pajamas, rompers and one-piece garments; Coats for men and women; Crew neck sweaters; Custom made to measure suits for men and women; Evening dresses; Fabric belts; Fashion hats; Fashion hats; Fleece shorts; Fleece vests; Footwear for men; Footwear for men and women; Gloves for apparel; Golf shirts; Graphic T-shirts; Henley shirts; Hiking boots; Hooded sweatshirts; Hooded sweatshirts for men, women, kids; Knit dresses; Knitted underwear; Ladies' underwear; Leather coats; Leotards and tights for women, men and children of nylon, cotton or other textile fibers; Men's dress socks; Men's socks; Men's underwear; Men's dress socks; Pea coats; Polo shirts; Rugby shirts; Shapewear; Short-sleeved or long-sleeved t-shirts; Snow boots; Snowboard boots; Sport coats; Sport shirts; Sports shirts; Sports caps and hats; Suit coats; Suspender belts; Suspender belts for men; Sweat shirts; T-shirts; Tee shirts; Tennis dresses; V-neck sweaters; Waist belts; Winter coats; Women's hats and hoods; Women's clothing, namely, shirts, dresses, skirts, blouses; (Based on Intent to Use) Bandanas.”* The Trademark Assignment Agreement evidencing such transfer was recorded at the Assignment Branch of the USPTO at Reel 6007/Frame 0386; a copy of the USPTO database record for this assignment is attached as **Exhibit “B”**. Opposer abandoned the application for Opposer’s Mark #2 on October 21, 2019 due to a failure to timely submit a Statement of Use or an Extension Request.

5. Opposer has acquired valuable goodwill in Opposer’s Mark #2 through use in commerce in connection with clothing in the United States since as early as February 10, 2008, as indicated by the first use dates recited in Opposer’s Mark #2. The mark has come to indicate

to the trade and to the purchasing public clothing having its source of origin in Opposer. These common law rights are of considerable value to Opposer. After acquiring the rights to Opposer's Mark #2, and after abandoning the application for the mark, Opposer has nonetheless continuously used the mark NO DAYS OFF in interstate commerce in connection with various clothing items in Class 25.

6. On April 22, 2017, Applicant applied to register, in International Class 25, the Words, Letters, and/or Numbers in Stylized Form mark NO DAYS OFF (and Design), Serial No. 87/421,447, on the Principal Register for use in connection with: "*Uniform apparel, namely shirts, sweatshirts, hats.*" ("Applicant's Goods"). The Application was based on Applicant's assertion of intent-to-use of the mark, under Section 1(b) of the Trademark Act. A copy of the USPTO database record for this application is attached as **Exhibit "C"**.

7. On June 5, 2020, Opposer applied to register, in International Class 25, the Standard Character mark NO DAYS OFF, Serial No. 88/949,356 ("Opposer's Mark #3"), on the Principal Register for use in connection with: "*Clothing, namely, shirts, long-sleeved or short-sleeved t-shirts, athletic shirts, sweatshirts, hooded sweatshirts, hats, caps, and knit hats.*" The application for Opposer's Mark #3 was based on Opposer's assertion of a current use in the mark in commerce, at least as early as February 10, 2008, which pre-dates the filing of Applicant's application for Applicant's Mark. A copy of the USPTO database record for this application is attached as **Exhibit "D"**. The commercial activity Opposer claims constitutes its continuous use of Opposer's Mark #3 in commerce since February 10, 2008, is coextensive with the commercial activity underlying Opposer's application to register Opposer's Mark #2 and its use of the NO DAYS OFF mark in connection with clothing after abandoning the application for Opposer's Mark #2.

8. The filing date of Opposer's Mark #1 precedes the filing date of the application for Applicant's Mark.

9. The first uses in commerce of Opposer's Mark #2 and Opposer's Mark #3 precede the filing date of the application for Applicant's Mark.

10. Opposer's Mark #3 is currently in use in commerce on products in the same International Class as Applicant's Goods.

**OPPOSER HAS PRIORITY OF USE OVER APPLICANT**

11. As detailed above, Opposer validly acquired the rights to Opposer's Mark #2 for use in connection with products for the same goods as Applicant's Goods on February 17, 2017, with first use in commerce dating back to at least as early as February 10, 2008. Opposer has continuously used the mark NO DAYS OFF in commerce since acquiring these rights and after abandoning the application for Opposer's Mark #2 on October 21, 2019. Opposer's continuous use of Opposer's Mark #2 in commerce in connection with clothing since February 10, 2008, is the foundation of Opposer's application to register Opposer's Mark #3.

12. Applicant did not file its application for Applicant's Mark until April 22, 2017, some nine years after Opposer first used Opposer's Mark #2 and Opposer's Mark #3 in commerce, and two months after Opposer filed the application to register Opposer's Mark #1. Applicant does not claim use in commerce of Applicant's Mark prior to the filing date of the Applicant's Mark.

13. In view of the above, Opposer's Mark #2 and Opposer's Mark #3 have priority over Applicant's Mark, and Applicant is not entitled to federal registration of Applicant's Mark.



### LIKELIHOOD OF CONFUSION

14. Opposer hereby incorporates by reference the allegations of Paragraphs 1 through 13 as if fully set forth herein.

15. Applicant's Mark, when used in connection with Applicant's Goods, is likely to cause confusion, deception and mistake with Opposer's Mark #2 and Opposer's Mark #3 because word portions of Applicant's Mark are nearly identical to the word mark of Opposer's Mark #2 and Opposer's Mark #3 and the goods to be offered by the parties in connection with respect to their respective marks are clothing goods that are likely to be offered in the same and/or similar channels of trade, and to the same and/or similar customers. Moreover, Applicant's Mark is used on, and with clothing products that are at the very least, similar or related to, the goods currently sold and planned to be sold by Opposer under Opposer's Mark #2 and Opposer's Mark #3.

16. Use and/or registration of Applicant's Mark is likely, when used on or in connection with Applicant's Goods and/or closely related goods, to cause confusion, mistake, and/or deceive the trade and/or public, such that the trade and/or the public are likely to believe that Applicant's Goods have their origin with Opposer and/or that such goods are approved, endorsed or sponsored by Opposer, or associated in some way with Opposer. Opposer avers that Applicant's use and intended use of Applicant's Mark will interfere with Opposer's use of Opposer's Mark #2 and Opposer's Mark #3 and will impede Opposer in the free use of Opposer's Mark #2 and Opposer's Mark #3. Registration of Applicant's Mark for use in connection with Applicant's Goods will consequently seriously damage Opposer under 15 U.S.C. § 1052(d).

17. Registration of Applicant's Mark for use in connection with Applicant's Goods would be prima facie evidence of the rights of Applicant under 15 U.S.C. § 1057(b), to the detriment of Opposer's prior rights in Opposer's Mark #2 and Opposer's Mark #3.

18. Pursuant to 15 U.S.C. § 1063(a), as amended, Opposer believes it will be damaged by the registration sought by Applicant because such registration will support and assist Applicant in the infringing use of its mark sought to be registered, and will give colorable exclusive statutory rights to Applicant in violation and derogation of prior and superior rights of Opposer and of Opposer's right to establish such prior and superior rights.

WHEREFORE, Opposer believes and avers that it will be damaged by said registration and prays that registration of Applicant's Mark for use in connection with Applicant's Goods, as reflected in Application Serial No. 87/421,447, be refused, and this Opposition be sustained.

The filing fee for this Notice of Opposition in the amount of \$400.00 is submitted herewith.

Please recognize as attorneys for Opposer in this proceeding David P. Sharrow, Aaron G. Rubin and Katherine S. Gardner, each a member of the Bar of the State of New York and the firm Gunderson Dettmer Stough Villeneuve Franklin & Hachigian, LLP, 1250 Broadway, 23rd Floor, New York, New York 10001.

All correspondence should be addressed to David P. Sharrow, Esq., of Gunderson Dettmer Stough Villeneuve Franklin & Hachigian, LLP, 1250 Broadway, 23rd Floor, New York, New York 10001.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "D.P. Sharrow", with a long horizontal flourish extending to the right.

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David P. Sharrow  
GUNDERSON DETTMER STOUGH VILLENEUVE  
FRANKLIN & HACHIGIAN, LLP  
1250 Broadway, 23<sup>rd</sup> Floor  
New York, NY 10001  
(212) 430-3161  
Attorney for Opposer,  
NEW ENGLAND PATRIOTS LLC

Dated: June 28, 2021

**EXHIBIT A**

# United States of America

United States Patent and Trademark Office

## NO DAYS OFF

**Reg. No. 6,069,742**

New England Patriots LLC (DELAWARE LIMITED LIABILITY COMPANY)  
One Patriot Place  
Foxborough, MASSACHUSETTS 02035

**Registered Jun. 02, 2020**

**Int. Cl.: 41**

CLASS 41: Entertainment services, namely, providing expert commentary on sports events via the Internet

**Service Mark**

FIRST USE 4-14-2020; IN COMMERCE 4-14-2020

**Principal Register**

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT STYLE, SIZE OR COLOR

SER. NO. 87-326,969, FILED 02-07-2017



*Andrei Iancu*

Director of the United States  
Patent and Trademark Office



**REQUIREMENTS TO MAINTAIN YOUR FEDERAL TRADEMARK REGISTRATION**

**WARNING: YOUR REGISTRATION WILL BE CANCELLED IF YOU DO NOT FILE THE DOCUMENTS BELOW DURING THE SPECIFIED TIME PERIODS.**

**Requirements in the First Ten Years\***

**What and When to File:**

- **First Filing Deadline:** You must file a Declaration of Use (or Excusable Nonuse) between the 5th and 6th years after the registration date. See 15 U.S.C. §§1058, 1141k. If the declaration is accepted, the registration will continue in force for the remainder of the ten-year period, calculated from the registration date, unless cancelled by an order of the Commissioner for Trademarks or a federal court.
- **Second Filing Deadline:** You must file a Declaration of Use (or Excusable Nonuse) and an Application for Renewal between the 9th and 10th years after the registration date.\* See 15 U.S.C. §1059.

**Requirements in Successive Ten-Year Periods\***

**What and When to File:**

- You must file a Declaration of Use (or Excusable Nonuse) and an Application for Renewal between every 9th and 10th-year period, calculated from the registration date.\*

**Grace Period Filings\***

The above documents will be accepted as timely if filed within six months after the deadlines listed above with the payment of an additional fee.

**\*ATTENTION MADRID PROTOCOL REGISTRANTS:** The holder of an international registration with an extension of protection to the United States under the Madrid Protocol must timely file the Declarations of Use (or Excusable Nonuse) referenced above directly with the United States Patent and Trademark Office (USPTO). The time periods for filing are based on the U.S. registration date (not the international registration date). The deadlines and grace periods for the Declarations of Use (or Excusable Nonuse) are identical to those for nationally issued registrations. See 15 U.S.C. §§1058, 1141k. However, owners of international registrations do not file renewal applications at the USPTO. Instead, the holder must file a renewal of the underlying international registration at the International Bureau of the World Intellectual Property Organization, under Article 7 of the Madrid Protocol, before the expiration of each ten-year term of protection, calculated from the date of the international registration. See 15 U.S.C. §1141j. For more information and renewal forms for the international registration, see <http://www.wipo.int/madrid/en/>.

**NOTE: Fees and requirements for maintaining registrations are subject to change. Please check the USPTO website for further information. With the exception of renewal applications for registered extensions of protection, you can file the registration maintenance documents referenced above online at <http://www.uspto.gov>.**

**NOTE: A courtesy e-mail reminder of USPTO maintenance filing deadlines will be sent to trademark owners/holders who authorize e-mail communication and maintain a current e-mail address with the USPTO. To ensure that e-mail is authorized and your address is current, please use the Trademark Electronic Application System (TEAS) Correspondence Address and Change of Owner Address Forms available at <http://www.uspto.gov>.**

**EXHIBIT B**

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM419805

<b>SUBMISSION TYPE:</b>	RESUBMISSION		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>RESUBMIT DOCUMENT ID:</b>	900398131		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Thomas M. Blackwell		02/17/2017	INDIVIDUAL:
No Days Off, LLC		02/17/2017	Limited Liability Company: CONNECTICUT
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	New England Patriots LLC		
<b>Street Address:</b>	One Patriot Place		
<b>City:</b>	Foxborough		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02035		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87073112	NO DAYS OFF	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	212-430-3161		
<b>Email:</b>	dsharrow@gunder.com		
<b>Correspondent Name:</b>	David P. Sharrow		
<b>Address Line 1:</b>	220 West 42nd Street, 17th Floor		
<b>Address Line 2:</b>	Gunderson Dettmer		
<b>Address Line 4:</b>	New York, NEW YORK 10036		
<b>NAME OF SUBMITTER:</b>	David P. Sharrow		
<b>SIGNATURE:</b>	/dps/		
<b>DATE SIGNED:</b>	03/15/2017		
<b>Total Attachments: 4</b>			
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Exhibit B

**TRADEMARK ASSIGNMENT AGREEMENT**

This Trademark Assignment Agreement ("Assignment") is dated as of February 17, 2017 ("Effective Date") by and among New England Patriots LLC, a Delaware limited liability company ("Assignee") and Thomas M. Blackwell, a Connecticut resident and No Days Off, LLC, a Connecticut limited liability company with an address at 101 Hubinger Street, New Haven, CT 06511 (collectively, "Assignor").

WHEREAS, Assignor is the owner of the trademark identified on Schedule A attached hereto (the "Mark"), and is the owner of the application for registration of such Mark in the United States Patent and Trademark Office ("Application"); and

WHEREAS, pursuant to the Trademark Purchase Agreement of even date herewith by and between Assignor and Assignee ("Agreement"), Assignor agreed to transfer and assign its interests in the Marks and the Application to Assignee for Assignee's exclusive use.

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

1. Assignor hereby irrevocably assigns, sells, conveys and transfers unto Assignee all rights, title and interests in and to the Mark and the Application, together with (i) any and all applications for registration and registrations of the Mark, (ii) all worldwide and common law rights that Assignor may have in the Mark, (iii) the right to prosecute such applications or any new applications for the Mark and enjoy the benefits of any registrations resulting therefrom worldwide, (iv) the goodwill of the business symbolized by and associated with the Mark, and (v) the right to sue (including filing and prosecuting opposition, cancellation and similar proceedings) and recover for, and the right to profits or damages due or accrued, arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the Marks or the Application or such associated goodwill. Assignor hereby requests that all appropriate trademark offices issue registrations in the name of Assignee.
2. Assignor hereby agrees with Assignee that Assignor, upon request, shall execute any and all further instruments regarding the assignments and transfers contemplated by this Assignment, which may be reasonably required in order to better secure to Assignee the use and benefit of any and all of the Mark and the Application, and that Assignor has not executed and will not execute any agreement in conflict with this Assignment. Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents, as Assignor's agents and attorneys-in-fact to act for and in behalf and instead of Assignor, to execute and file any documents and to do all other lawfully permitted acts to further the above purposes with the same legal force and effect as if executed by Assignor.
3. Assignor hereby covenants and agrees that it shall not challenge or assist others to challenge any of the Marks or Application or attempt to register or cause to be registered (or make any filing with respect to) the Mark or any marks, logos or trade names confusingly similar thereto, anywhere in the world.
4. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, Assignor has executed this assignment, as an instrument under seal, as of the 17th day of February, 2017.

ASSIGNOR: THOMAS M. BLACKWELL

A handwritten signature in black ink, appearing to read "Thomas Blackwell", written over a horizontal dotted line.

Signature

IN WITNESS WHEREOF, Assignor has executed this assignment, in an instrument under seal, as of the 17th day of February, 2017.

ASSIGNOR: NO DAYS OFF, LLC

RE: THOMAS M. BLACKWILL

TITLE: OWNER

A handwritten signature in black ink, appearing to read "Thomas M. Blackwill", written in a cursive style.

Signature

Schedule A

**TRADEMARKS**

<u>Trademark</u>	<u>Application Serial Number</u>	<u>Filing Date</u>
NO DAYS OFF (and Design)	87/073,112	June 15, 2016

GDSVF&802732169.1

**EXHIBIT C**

## Trademark/Service Mark Application, Principal Register

**Serial Number: 87421447**

**Filing Date: 04/22/2017**

**The table below presents the data as entered.**

Input Field	Entered
<b>SERIAL NUMBER</b>	87421447
<b>MARK INFORMATION</b>	
<b>*MARK</b>	<a href="#">\\TICRS\EXPORT17\IMAGEOUT17\874214\87421447.xml1\RFA0002.JPG</a>
<b>SPECIAL FORM</b>	YES
<b>USPTO-GENERATED IMAGE</b>	NO
<b>LITERAL ELEMENT</b>	NO DAYS OFF
<b>COLOR MARK</b>	NO
<b>*DESCRIPTION OF THE MARK (and Color Location, if applicable)</b>	The mark consists of 3 words. NO DAYS OFF.
<b>PIXEL COUNT ACCEPTABLE</b>	YES
<b>PIXEL COUNT</b>	553 x 250
<b>REGISTER</b>	Principal
<b>APPLICANT INFORMATION</b>	
<b>*OWNER OF MARK</b>	Tuyp Inc
<b>INTERNAL ADDRESS</b>	Unit 233
<b>*STREET</b>	1005 Boylston Street
<b>*CITY</b>	Newton
<b>*STATE (Required for U.S. applicants)</b>	Massachusetts
<b>*COUNTRY</b>	United States
<b>*ZIP/POSTAL CODE (Required for U.S. and certain international addresses)</b>	02461
<b>PHONE</b>	6178288585
<b>EMAIL ADDRESS</b>	XXXX
<b>AUTHORIZED TO COMMUNICATE VIA EMAIL</b>	Yes
<b>LEGAL ENTITY INFORMATION</b>	
<b>TYPE</b>	corporation
<b>STATE/COUNTRY OF INCORPORATION</b>	Massachusetts
<b>GOODS AND/OR SERVICES AND BASIS INFORMATION</b>	
<b>INTERNATIONAL CLASS</b>	025
<b>*IDENTIFICATION</b>	Uniform apparel, namely, shirts, sweatshirts, hats

<b>FILING BASIS</b>	SECTION 1(b)
<b>CORRESPONDENCE INFORMATION</b>	
<b>NAME</b>	Tuyp Inc
<b>INTERNAL ADDRESS</b>	Unit 233
<b>STREET</b>	1005 Boylston Street
<b>CITY</b>	Newton
<b>STATE</b>	Massachusetts
<b>COUNTRY</b>	United States
<b>ZIP/POSTAL CODE</b>	02461
<b>PHONE</b>	6178288585
<b>*EMAIL ADDRESS</b>	Tuypinc@gmail.com
<b>*AUTHORIZED TO COMMUNICATE VIA EMAIL</b>	Yes
<b>FEE INFORMATION</b>	
<b>APPLICATION FILING OPTION</b>	TEAS RF
<b>NUMBER OF CLASSES</b>	1
<b>APPLICATION FOR REGISTRATION PER CLASS</b>	275
<b>*TOTAL FEE DUE</b>	275
<b>*TOTAL FEE PAID</b>	275
<b>SIGNATURE INFORMATION</b>	
<b>SIGNATURE</b>	/David Paul/
<b>SIGNATORY'S NAME</b>	David Paul
<b>SIGNATORY'S POSITION</b>	CEO
<b>SIGNATORY'S PHONE NUMBER</b>	6178288585
<b>DATE SIGNED</b>	04/22/2017



## Trademark/Service Mark Application, Principal Register

Serial Number: 87421447

Filing Date: 04/22/2017

### To the Commissioner for Trademarks:

**MARK:** NO DAYS OFF (stylized and/or with design, see [mark](#))

The literal element of the mark consists of NO DAYS OFF.

The mark consists of 3 words. NO DAYS OFF.

The applicant, Tuyp Inc, a corporation of Massachusetts, having an address of

Unit 233  
1005 Boylston Street  
Newton, Massachusetts 02461  
United States  
6178288585(phone)  
XXXX

requests registration of the trademark/service mark identified above in the United States Patent and Trademark Office on the Principal Register established by the Act of July 5, 1946 (15 U.S.C. Section 1051 et seq.), as amended, for the following:

International Class 025: Uniform apparel, namely, shirts, sweatshirts, hats

Intent to Use: The applicant has a bona fide intention, and is entitled, to use the mark in commerce on or in connection with the identified goods/services.

The applicant's current Correspondence Information:

Tuyp Inc  
Unit 233  
1005 Boylston Street  
Newton, Massachusetts 02461  
6178288585(phone)  
Tuypinc@gmail.com (authorized)

**E-mail Authorization:** I authorize the USPTO to send e-mail correspondence concerning the application to the applicant, the applicant's attorney, or the applicant's domestic representative at the e-mail address provided in this application. I understand that a valid e-mail address must be maintained and that the applicant or the applicant's attorney must file the relevant subsequent application-related submissions via the Trademark Electronic Application System (TEAS). Failure to do so will result in the loss of TEAS Reduced Fee status and a requirement to submit an additional processing fee of \$125 per international class of goods/services.

A fee payment in the amount of \$275 has been submitted with the application, representing payment for 1 class(es).

### Declaration

**If the applicant is filing the application based on use in commerce under 15 U.S.C. § 1051(a):**

- The signatory believes that the applicant is the owner of the trademark/service mark sought to be registered;
- The mark is in use in commerce on or in connection with the goods/services in the application;
- The specimen(s) shows the mark as used on or in connection with the goods/services in the application; and
- The facts set forth in the application are true.

**If the applicant is filing the application based on an intent to use the mark in commerce under 15 U.S.C. § 1051(b), § 1126(d), and/or § 1126(e):**

- The signatory believes that the applicant is entitled to use the mark in commerce;
  - The applicant has a bona fide intention to use the mark in commerce on or in connection with the goods/services in the application; and
  - The facts set forth in the application are true.
- To the best of the signatory's knowledge and belief, no other persons, except, if applicable, concurrent users, have the right to use the mark in commerce, either in the identical form or in such near resemblance as to be likely, when used on or in connection with the goods/services of such other persons, to cause confusion or mistake, or to deceive.
- To the best of the signatory's knowledge, information, and belief, formed after an inquiry reasonable under the circumstances, the allegations and other factual contentions made above have evidentiary support.
- The signatory being warned that willful false statements and the like are punishable by fine or imprisonment, or both, under 18 U.S.C. § 1001, and that such willful false statements and the like may jeopardize the validity of the application or submission or any registration resulting therefrom, declares that all statements made of his/her own knowledge are true and that all statements made on information and belief are believed to be true.

**Declaration Signature**

Signature: /David Paul/ Date: 04/22/2017

Signatory's Name: David Paul

Signatory's Position: CEO

Payment Sale Number: 87421447

Payment Accounting Date: 04/24/2017

Serial Number: 87421447

Internet Transmission Date: Sat Apr 22 16:51:42 EDT 2017

TEAS Stamp: USPTO/BAS-XX.XXX.XXX.XXX-201704221651429

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2b8b81cb4c9a8f1180983722f8b20138bb519ae6

b-DA-6948-20170422134414318731

**NO DAYS OFF**

**EXHIBIT D**

## Trademark/Service Mark Application, Principal Register

**Serial Number: 88949356**

**Filing Date: 06/05/2020**

**The table below presents the data as entered.**

Input Field	Entered
<b>SERIAL NUMBER</b>	88949356
<b>MARK INFORMATION</b>	
<b>*MARK</b>	<a href="#">NO DAYS OFF</a>
<b>STANDARD CHARACTERS</b>	YES
<b>USPTO-GENERATED IMAGE</b>	YES
<b>LITERAL ELEMENT</b>	NO DAYS OFF
<b>MARK STATEMENT</b>	The mark consists of standard characters, without claim to any particular font style, size, or color.
<b>REGISTER</b>	Principal
<b>APPLICANT INFORMATION</b>	
<b>*OWNER OF MARK</b>	New England Patriots LLC
<b>*MAILING ADDRESS</b>	One Patriot Place
<b>*CITY</b>	Foxborough
<b>*STATE</b> (Required for U.S. applicants)	Massachusetts
<b>*COUNTRY/REGION/JURISDICTION/U.S. TERRITORY</b>	United States
<b>*ZIP/POSTAL CODE</b> (Required for U.S. and certain international addresses)	02035
<b>*EMAIL ADDRESS</b>	XXXX
<b>LEGAL ENTITY INFORMATION</b>	
<b>TYPE</b>	limited liability company
<b>STATE/COUNTRY/REGION/JURISDICTION/U.S. TERRITORY WHERE LEGALLY ORGANIZED</b>	Delaware
<b>GOODS AND/OR SERVICES AND BASIS INFORMATION</b>	
<b>INTERNATIONAL CLASS</b>	025
<b>*IDENTIFICATION</b>	Clothing, namely, shirts, long-sleeved or short-sleeved t-shirts, athletic shirts, sweatshirts, hooded sweatshirts, hats, caps, and knit hats
<b>FILING BASIS</b>	SECTION 1(a)
<b>FIRST USE ANYWHERE DATE</b>	At least as early as 12/13/2006
<b>FIRST USE IN COMMERCE DATE</b>	At least as early as 02/10/2008
<b>SPECIMEN FILE NAME(S)</b>	<a href="#">\\TICRS\EXPORT18\IMAGEOUT18\889\493\88949356\xml1 \ APP0003.JPG</a>

	<a href="#">\\TICRS\EXPORT18\IMAGEOUT 18\889\493\88949356\xml1 \ APP0004.JPG</a>
<b>SPECIMEN DESCRIPTION</b>	photographs of the mark as they appear on the goods and on tags attached to the goods
<b>ATTORNEY INFORMATION</b>	
<b>NAME</b>	David P. Sharrow
<b>ATTORNEY BAR MEMBERSHIP NUMBER</b>	XXX
<b>YEAR OF ADMISSION</b>	XXXX
<b>U.S. STATE/ COMMONWEALTH/ TERRITORY</b>	XX
<b>FIRM NAME</b>	Gunderson Dettmer Stough Villeneuve Franklin & Hachigian, LLP
<b>INTERNAL ADDRESS</b>	17th Floor
<b>STREET</b>	220 West 42nd Street
<b>CITY</b>	New York
<b>STATE</b>	New York
<b>COUNTRY/REGION/JURISDICTION/U.S. TERRITORY</b>	United States
<b>ZIP/POSTAL CODE</b>	10036
<b>EMAIL ADDRESS</b>	dsharrow@gunder.com
<b>OTHER APPOINTED ATTORNEY</b>	Aaron G. Rubin, Katherine S. Gardner
<b>RECOGNIZED CANADIAN ATTORNEY/AGENT</b>	David P. Sharrow
<b>CORRESPONDENCE INFORMATION</b>	
<b>NAME</b>	David P. Sharrow
<b>PRIMARY EMAIL ADDRESS FOR CORRESPONDENCE</b>	dsharrow@gunder.com
<b>SECONDARY EMAIL ADDRESS(ES) (COURTESY COPIES)</b>	NOT PROVIDED
<b>FEE INFORMATION</b>	
<b>APPLICATION FILING OPTION</b>	TEAS Standard
<b>NUMBER OF CLASSES</b>	1
<b>APPLICATION FOR REGISTRATION PER CLASS</b>	275
<b>*TOTAL FEES DUE</b>	275
<b>*TOTAL FEES PAID</b>	275
<b>SIGNATURE INFORMATION</b>	
<b>SIGNATURE</b>	/James E. Cobery/
<b>SIGNATORY'S NAME</b>	James E. Cobery
<b>SIGNATORY'S POSITION</b>	General Counsel
<b>SIGNATORY'S PHONE NUMBER</b>	5083844341
<b>DATE SIGNED</b>	06/05/2020

## Trademark/Service Mark Application, Principal Register

**Serial Number: 88949356**

**Filing Date: 06/05/2020**

### To the Commissioner for Trademarks:

**MARK:** NO DAYS OFF (Standard Characters, see [mark](#))

The literal element of the mark consists of NO DAYS OFF. The mark consists of standard characters, without claim to any particular font style, size, or color.

The applicant, New England Patriots LLC, a limited liability company legally organized under the laws of Delaware, having an address of  
One Patriot Place  
Foxborough, Massachusetts 02035  
United States  
XXXX

requests registration of the trademark/service mark identified above in the United States Patent and Trademark Office on the Principal Register established by the Act of July 5, 1946 (15 U.S.C. Section 1051 et seq.), as amended, for the following:

International Class 025: Clothing, namely, shirts, long-sleeved or short-sleeved t-shirts, athletic shirts, sweatshirts, hooded sweatshirts, hats, caps, and knit hats

In International Class 025, the mark was first used by the applicant or the applicant's related company or licensee or predecessor in interest at least as early as 12/13/2006, and first used in commerce at least as early as 02/10/2008, and is now in use in such commerce. The applicant is submitting one(or more) specimen(s) showing the mark as used in commerce on or in connection with any item in the class of listed goods/services, consisting of a(n) photographs of the mark as they appear on the goods and on tags attached to the goods.

[Specimen File1](#)

[Specimen File2](#)

The owner's/holder's proposed attorney information: David P. Sharrow. Other appointed attorneys are Aaron G. Rubin, Katherine S. Gardner. Recognized Canadian attorney(s)/agent(s) is/are David P. Sharrow. David P. Sharrow of Gunderson Dettmer Stough Villeneuve Franklin & Hachigian, LLP, is a member of the XX bar, admitted to the bar in XXXX, bar membership no. XXX, and the attorney(s) is located at  
17th Floor  
220 West 42nd Street  
New York, New York 10036  
United States  
dsharrow@gunder.com

David P. Sharrow submitted the following statement: The attorney of record is an active member in good standing of the bar of the highest court of a U.S. state, the District of Columbia, or any U.S. Commonwealth or territory.

The applicant's current Correspondence Information:

David P. Sharrow

PRIMARY EMAIL FOR CORRESPONDENCE: dsharrow@gunder.com      SECONDARY EMAIL ADDRESS(ES) (COURTESY COPIES): NOT PROVIDED

**Requirement for Email and Electronic Filing:** I understand that a valid email address must be maintained by the applicant owner/holder and the applicant owner's/holder's attorney, if appointed, and that all official trademark correspondence must be submitted via the Trademark Electronic Application System (TEAS).

A fee payment in the amount of \$275 has been submitted with the application, representing payment for 1 class(es).

### Declaration

**Basis:**

**If the applicant is filing the application based on use in commerce under 15 U.S.C. § 1051(a):**

- The signatory believes that the applicant is the owner of the trademark/service mark sought to be registered;
- The mark is in use in commerce and was in use in commerce as of the filing date of the application on or in connection with the goods/services in the application;
- The specimen(s) shows the mark as used on or in connection with the goods/services in the application and was used on or in connection with the goods/services in the application as of the application filing date; and
- To the best of the signatory's knowledge and belief, the facts recited in the application are accurate.

**And/Or**

**If the applicant is filing the application based on an intent to use the mark in commerce under 15 U.S.C. § 1051(b), § 1126(d), and/or § 1126(e):**

- The signatory believes that the applicant is entitled to use the mark in commerce;
  - The applicant has a bona fide intention to use the mark in commerce and had a bona fide intention to use the mark in commerce as of the application filing date on or in connection with the goods/services in the application; and
  - To the best of the signatory's knowledge and belief, the facts recited in the application are accurate.
- To the best of the signatory's knowledge and belief, no other persons, except, if applicable, concurrent users, have the right to use the mark in commerce, either in the identical form or in such near resemblance as to be likely, when used on or in connection with the goods/services of such other persons, to cause confusion or mistake, or to deceive.
- To the best of the signatory's knowledge, information, and belief, formed after an inquiry reasonable under the circumstances, the allegations and other factual contentions made above have evidentiary support.
- The signatory being warned that willful false statements and the like are punishable by fine or imprisonment, or both, under 18 U.S.C. § 1001, and that such willful false statements and the like may jeopardize the validity of the application or submission or any registration resulting therefrom, declares that all statements made of his/her own knowledge are true and all statements made on information and belief are believed to be true.

**Declaration Signature**

Signature: /James E. Cobery/ Date: 06/05/2020  
Signatory's Name: James E. Cobery  
Signatory's Position: General Counsel  
Payment Sale Number: 88949356  
Payment Accounting Date: 06/05/2020

Serial Number: 88949356  
Internet Transmission Date: Fri Jun 05 07:57:06 ET 2020  
TEAS Stamp: USPTO/BAS-XX.XXX.XX.XXX-2020060507570662  
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9644caa24c072fc831b6af455f171103c1143e44  
a-CC-57044713-20200604103918445127



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YOU  
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PATRIOTS PRO SHOP

NoDaysOff Rival S/S tee-NAVY  
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\$27.99