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

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| Proceeding no. | 91281414 |
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| Date | 04/24/2023 |
| Attachments | Treedifi Response - FINAL.PDF(319264 bytes) Treedifi Ex 1.pdf(274126 bytes) Treedifi Exhibit 2.pdf(106151 bytes) Treedifi Exhibit 3.pdf(298853 bytes) |

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

In re Trademark Application Serial No. 90881203

Filed: August 13, 2021

Published: June 28, 2022

Trademark: TREEDEFI

NICCOLÒ MASCARO,

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Opposer,

)

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v.

) Opposition No. 91281414

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TREEDEFI LTD,

)

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Applicant.

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**OPPOSER'S RESPONSE TO APPLICANT'S
MOTION TO DISMISS THE NOTICE OF
OPPOSITION FOR FAILURE TO STATE A CLAIM
UNDER FRCP 12(b)(6)**

Opposer, **NICCOLÒ MASCARO**, by and through his Counsel, Brooks Kushman, P.C., respectfully requests that the Board deny Applicant **TREEDEFI LTD's** Motion to Dismiss for the reasons set forth below.

I. INTRODUCTION

Applicant's Motion should be denied. First, Applicant did not properly submit its internet materials for consideration by the Board in accordance with the rules of the Trademark Trial and Appeal Board. Applicant also requests that the Board take judicial notice of internet materials from unreliable sources. Second, Applicant does not argue that Opposer failed to state a proper claim. Applicant does not dispute Opposer's position that Opposer is the owner of the TREEDEFI mark, and thus the Board must accept Opposer's asserted facts regarding its ownership of TREEDEFI as true. Third, Opposer has standing to bring this opposition because it alone owns the TREEDEFI mark, and Applicant has no rights in the mark. Fourth, Applicant does not show use of TREEDEFI in Class 42. Fifth, Applicant does not show a bona fide intent to use TREEDEFI in Class 9. Sixth, Applicant pleads a cognizable claim that Applicant has committed fraud on the USPTO by falsely asserting its ownership of TREEDEFI.

II. FACTS

Niccolò Mascaro ("Opposer") is one of the creators of the decentralized finance platform TreeDeFi. TreeDeFi aims to help the environment by planting trees and using blockchain technology to allow users to collect profits in cryptocurrency based on the amount of carbon dioxide absorbed through the planted trees. (12 TTABVUE ¶¶ 2-3). Opposer has operated the TreeDeFi platform under the TreeDeFi name since at least March 2021. (12 TTABVUE ¶ 2). When Opposer first started work on the TreeDeFi platform, he worked in collaboration with other individuals including Gheorge Daniel Morosan and Lorenzo Castagnone, and they all collaborated

on the TreeDeFi platform. (12 TTABVUE ¶ 6). However, Opposer alone registered and paid for the treedefi.com domain. (*Id.*).

On August 13, 2021, Messrs. Morosan and Castagnone formed Applicant TreeDeFi Ltd (“Applicant”) without Opposer’s knowledge or consent. (12 TTABVUE ¶ 7). That same day, Applicant filed an application with the USPTO to register the mark TREEDEFI in Classes 9 and 42, again without Opposer’s knowledge or consent, for the following goods and services:

Class 9: Computer software platforms, downloadable, for processing and managing blockchain operations; Downloadable computer application software for mobile phones, namely, software for processing and managing blockchain operations via a wallet app; Downloadable computer software for processing and managing blockchain operations; Downloadable computer software for blockchain-based inventory management; Downloadable computer software for managing cryptocurrency transactions using blockchain technology; Downloadable computer software development tools.

Class 42: Authentication of data in the field of financial transaction using blockchain technology; Computer programming; Computer software development; Information technology consulting services; Providing temporary use of on-line non-downloadable software for accessing, reading, and tracking information in the field of financial transaction on a blockchain; Software design and development; Platform as a service (PAAS) featuring computer software platforms for managing financial transactions using blockchain; Software as a service (SAAS) services featuring software for managing financial transactions using blockchain.

(12 TTABVUE ¶ 12). The application, assigned serial number 90881203, was filed under Section 1(a) for the goods in Class 9 and under Section 1(b) for the services in Class 42. (*Id.*) It was published in the *Official Gazette* on June 28, 2022. (*Id.*). At the time this application was filed, Applicant had no rights in the TREEDEFI mark and no permission from Opposer to file the application. (12 TTABVUE ¶ 17). Indeed, this application was filed without Opposer’s knowledge or consent. (12 TTABVUE ¶ 15). At all times, including when this application was filed, Applicant was aware of Opposer’s superior rights. (12 TTABVUE ¶ 16).

In or around April 2022, Messrs. Morosan and Castagnone stopped working on the TreeDeFi project and parted ways with the project. (12 TTABVUE ¶ 10). Messrs. Morosan and Castagnone together with Opposer and another partner formed an agreement detailing the breakup of the partnership and the ownership of equity in the TreeDeFi project. (12 TTABVUE at Exhibit 1). Part of the agreement was Opposer's continued ownership and operation of the TreeDeFi platform and use of the TREEDEFI mark in connection with the platform and the goods and services offered therein. (*Id.*). The agreement did not give Applicant, or Messrs. Morosan and Castagnone, any right to use the TREEDEFI mark. (12 TTABVUE ¶ 10).

When Applicant filed its application, it submitted as its specimen screenshots of Opposer's treedefi.com website. (*See* Exhibit 1, Prosecution History for Applicant's TREEDEFI Application at 12-15¹). However, Applicant was never associated with the creation or operation of treedefi.com, and neither the Applicant nor Messrs. Morosan and Castagnone have any ownership rights in the website or the TREEDEFI mark. (12 TTABVUE ¶10). Further, contrary to its assertion of use in connection with the goods listed in Class 42, Applicant was not using the TREEDEFI mark in commerce when it filed its application. (12 TTABVUE ¶ 21). Indeed, the only evidence of purported use that Applicant produced were screenshots showing *Opposer's* use of the TREEDEFI mark, not Applicant's. (*Id.*). Opposer did not authorize Applicant's filing of the application and, in fact, was unaware of it. (12 TTABVUE ¶ 15).

For all of the foregoing reasons, Applicant's declarations in its application that it owns the TREEDEFI mark, that it was unaware of others with a right to use the mark in commerce, and that it has a bona fide intent to use the mark in commerce with the listed goods are deliberate, material

¹ The application in question is automatically part of the record in any opposition proceeding. *See* TBMP § 528.05(a)(1) (2022); 37 C.F.R. § 2.122(b).

misrepresentations asserted with the intent to deceive the USPTO. Opposer, therefore, filed this opposition requesting that Applicant's application be refused in its entirety.

III. ARGUMENT

A. Applicant's requests for judicial notice should be denied because Applicant's materials for consideration were improperly submitted and Applicant improperly requests that the Board take judicial notice of facts outside the scope of TBMP 1208.04

The Federal Rules of Evidence tightly restrict the types of material of which a court can take judicial notice. Under Rule 201(b) and TBMP § 704.12(a), a court can take judicial notice “a fact that is not subject to reasonable dispute because it: (1) is generally known within the trial court's territorial jurisdiction; or (2) can be accurately and readily determined from sources whose accuracy cannot be questioned. Fed. R. Evid. 201.

The Trademark Trial and Appeal Board (hereinafter “the Board”) adheres to similar rules on taking judicial notice. According to TBMP 1208.04, “the Board will not take judicial notice of facts not commonly known[,]” and “[e]ven where facts are commonly known and accepted, however, the Board is not required to take judicial notice because the taking of judicial notice is discretionary.” TBMP § 1208.04 (2022).

1. Applicant did not follow the proper procedure for submitting internet materials for consideration to the Board

Applicant requests that the Board take judicial notice of United Kingdom Companies House to establish “the sole owners of [TreeDeFi, Ltd.] and that Opposer has no ownership of the License holder of the Platform.” (17 TTABVUE ¶ 40). However, because Applicant did not provide its internet materials it seeks to have considered for judicial notice in accordance with the requirements of TBMP Section 528.05(e), the information contained in those materials should not be considered for judicial notice and Applicant's motion to dismiss should be denied.

Trademark Rule 2.122(e)(2) and TBMP Section 528.05(e) state that “[i]nternet materials may be admitted into evidence under a notice of reliance . . . so long as the date the internet materials were accessed and their source (e.g., URL) are provided.” TBMP § 1208.04 (2022); *see Allergan, Inc. v. Gems Style Inc.*, Opp. No. 91241842, 2019 WL 5294892 at fn. 15 (TTAB Oct. 17, 2019) (“we have not considered any proffered Internet material that does not show the date on which it was accessed and its source (e.g., URL)”). Because Applicant’s exhibits B and D accompanying its motion do not list the date the internet materials were accessed and the source, they are not properly before the Board and Applicant’s requests that the Board take judicial notice should be denied. Even though there are URLs for some exhibits in Applicant’s supplemental declarations, Applicant’s materials still lack the date and time of access and thus would still lack the correct information needed to be considered by the Board.

Even if the Board was inclined to consider these internet documents, which they should not, there is no evidence that these are authentic UK government records. As discussed above, the Board may only take judicial notice of facts “(1) generally known within the territorial jurisdiction of the trial court or (2) capable of accurate and ready determination by resort to sources whose accuracy cannot be reasonably questioned.” Here, the UK government records meet neither of these criteria. First, the owners of a UK company are certainly not “generally known within the territorial jurisdiction of the [TTAB].” Indeed, the records are not even located within the territorial jurisdiction of the TTAB, *i.e.*, the United States. Second, the internet records are not “capable of accurate and ready determination by resort to sources whose accuracy cannot reasonably be questioned.” The record at issue has no information from the UK government showing that it is authentic. Nor has Applicant provided any information from which the Board or Opposer can determine whether Applicant’s Exhibit C is a true and accurate copy of a UK government record.

As discussed, Applicant has not provided the URL of the document or the date on which it was accessed. Under these circumstances, taking judicial notice of the purported UK government record is inappropriate.

2. Applicant requests that the Board take judicial notice of information found on a private Internet website, which is discouraged under both the TTAB and the Federal Rules of Evidence

Applicants request that the Board take judicial notice of TreeDeFi's Software Package Data Exchange License, which is located on the private internet website BscScan at the Internet address bscsan.com. The Board has refused to consider information from private Internet websites for judicial notice because such sites are not regarded as a "source[] whose accuracy cannot reasonably be questioned" so as to comply with Federal Rules of Evidence Rule 201(b)(2). *See Kona USA, Inc. v. Global Esprit Inc.*, Opp. No. 91244876, 2021 WL 5527808, at *3 (TTAB Nov. 22, 2021) (declining to take judicial notice of the private Internet website Ironman Triathlon).

Federal courts have refused to consider information from private Internet websites for judicial notice for the same reason. *See Gerritsen v. Warner Bros. Entertainment Inc.*, 112 F.Supp.3d 1011, 1030 (C.D. Cal. 2015) ("Accordingly, the court declines to take judicial notice of information published on private websites, including information that appears on WB's website."); *See Ruiz v. Gap, Inc.*, 540 F.Supp.2d 1121, 1124 (N.D. Cal. 2008) (holding that a study on identity theft and data breach incidents reported in California in the past two years, both from the internet, were "not remotely akin to the type of facts which may be appropriately judicially noticed"); *See United States ex rel. Dingle v. BioPort Corp.*, 270 F.Supp.2d 968, 972, 973 (W.D. Mich. 2003) (drawing a distinction between documents available only on private Internet websites and public records available from government Internet websites, noting that it refused to take judicial

notice of information from private Internet websites because “the Court could not verify the information found on these websites for accuracy or authenticity . . .”).

Applicant has not cited any TTAB caselaw to support its position that the Board should consider information from a private Internet website for judicial notice. Therefore, Applicant’s request that the Board take judicial notice of information contained on a private Internet website should be denied.

B. Applicant’s Motion to Dismiss should be denied because Opposer’s allegations, which must be presumed true, state a proper claim

“A motion made under Rule 12(b)(6) challenges the legal theory of the complaint, not the sufficiency of any evidence that might be adduced.” *Advanced Cardiovascular Systems Inc. v. SciMed Life Systems Inc.*, 988 F.2d 1157, 26 USPQ2d 1038, 1041 (Fed. Cir. 1993). “A motion to dismiss for failure to state a claim upon which relief can be granted is a test solely of the legal sufficiency of a complaint.” TBMP § 503.2 (2022). “Whether a plaintiff can actually prove its allegations is a matter to be determined not upon motion to dismiss, but rather at final hearing or upon summary judgment, after the parties have had an opportunity to submit evidence in support of their respective positions.” *Id.* “In ruling on a motion to dismiss, it is only necessary to determine whether opposer has set forth a claim which, if proved, may entitle it to the relief which it is seeking.” *The Alliance Mfg. Co., Inc. v. Bentley Lighter Corp.*, 174 U.S.P.Q. 248, 1972 WL 17762, at *1 (TTAB 1972); *Deford Bailey LLC v. Carlos Deford Bailey and Deford Bailey III*, Opp. No. 91209857, 2014 WL 11032969, at *2 (TTAB Aug. 22, 2014); *See also Flatley v. Trump*, 11 USPQ2d 1284, 1286 (TTAB 1989). The Board generally will not construe a motion to dismiss or a motion for judgment on the pleadings as a motion for summary judgement before initial disclosures have been filed. TBMP § 528.04 (2022).

1. A Motion to Dismiss solely tests the legal sufficiency of a complaint and not the merits of the allegations

Applicant improperly asks the Board to resolve disputed facts. All that the Board may consider on a motion to dismiss, however, is whether the asserted facts, accepted as true, state a cognizable claim. *The Alliance Mfg. Co., Inc.*, 1972 WL 17762, at *1. Nowhere in Applicant's brief does Applicant argue that Opposer's complaint fails to state a claim.

Thus, because Applicant failed to establish that the facts in Opposer's complaint, if proven true, would not establish that Opposer is entitled to the relief sought, Applicant's motion to dismiss should be denied.

2. The Board should not convert Applicant's motion to dismiss into a motion for summary judgement because initial disclosures have not been served

Applicant's motion to dismiss may not be converted into a motion for summary judgement because initial disclosures have not yet been served. In the TTAB, "the Board does not allow a party to file a motion for summary judgment prior to the moving party's service of initial disclosures on the adverse party," and "the Board generally will no longer exercise its discretion to convert motions to dismiss that refer to matters outside the pleadings into motions for summary judgment, if such motions are filed before the moving party serves its initial disclosures." *Compagnie Gervais Danone v. Precision Formulations, LLC*, 89 USPQ2d 1251, 2009 WL 34747, at *5 (TTAB 2009); Trademark Rule 2.127(e)(1), 37 C.F.R. § 2.127(e)(1) (party may not file a motion for summary judgement until the party has made its initial disclosures); *see also Nike, Inc. v. Palm Beach Crossfit Inc.*, 116 U.S.P.Q.2d 1025, 1028 (TTAB 2015) (where initial disclosures had not been filed, a motion to dismiss including matters outside of the pleadings was not considered as motion for summary judgment). Initial disclosures have not yet been served in this

case. Thus, it would be improper for the Board to convert Applicant's motion to dismiss into a motion for summary judgement.

C. Opposer has standing to bring this opposition and Applicant has no ownership of the TreeDeFi mark

“[A] party opposing a registration pursuant to Section 13 of the Lanham Act [15 U.S.C. § 1063] must show that he has standing and a statutory ground which negates the applicant's entitlement to registration.” *International Karate Organization Kyokushinkaikan and Shokei Matsui v. Henriot Zephirin*, Opp. No. 9116753, 2008 WL 902841, at *3 (TTAB Feb. 27, 2008) (citing *Young v. AGB Corp.*, 152 F.3d 1377, 47 USPQ2d 1752, 1755 (Fed. Cir. 1998)). “[W]e note that establishing ownership of an allegedly confusingly similar registration is sufficient to prove standing.” *Id.*; see also *Cunningham v. Laser Golf Corp.*, 222 F.3d 943, 55 USPQ2d 1842, 1844 (Fed. Cir. 2000) (where prior registrations and products sold under the registered mark sufficed to establish Opposer's standing to petition for the cancellation of Applicant's similar mark).

1. Opposer has common law rights in the TREEDEFI mark

Opposer has standing to bring this proceeding because Opposer has common-law rights in the TREEDEFI mark. The TTAB has established that common-law rights in a mark gives an Opposer standing to oppose an application for a confusingly similar mark. *Giersch v. Scripps Networks Inc.*, 90 USPQ2d 1020, 1022 * 2 (TTAB 2009) (“Petitioner has established his common-law rights in the mark DESIGNED2SELL, and has thereby established his standing to bring this proceeding.”). Maintaining a website devoted to promoting the goods and/or services associated with the mark in question is one way to acquire common-law rights in a mark. See *Ready Nutrition, LLC v. Come Ready Foods LLC*, Opp. No. 91237493, 2020 WL 2468082, at *5 (TTAB Apr. 24, 2020) (“Opposer has established that it acquired rights to the mark READY NUTRITION by

providing a website featuring information about disaster preparedness, survival and self-sufficiency.”).

Here, Opposer is the sole owner of the TREEDEFI mark. Opposer alone owns the registration for the domain name treedefi.com through which business under the TREEDEFI mark is conducted. (12 TTABVUE ¶ 6; *see* Exhibit 2, Namecheap.com screenshot²). Opposer has owned and operated treedefi.com since as early as March 2021 and continues to do so today. (*See id.*; 12 TTABVUE at ¶ 2). On the other hand, Applicant’s sole “proof” of use of TREEDEFI is a snapshot of Opposer’s website. (*See* Exhibit 1 at 12-15).

Opposer’s ownership rights are evidenced by a Trademark License Agreement entered into on June 13, 2022, between Opposer and Hashdev Ltd. (*See* Exhibit 3, the June 2022 Trademark License Agreement). In this agreement, Opposer, identified as the Licensor, agreed to give Licensee Hashdev Ltd. the right to use the TREEDEFI mark in the United Kingdom. *See id.* Opposer’s ability to license the rights to TREEDEFI is evidence of Opposer’s ownership of the TREEDEFI.

Opposer can also establish standing because it has “a ‘real interest’ in the proceeding and a ‘reasonable basis’ for its belief of damage.” *Boston Athletic Association v. Velocity, LLC*, 117 U.S.P.Q.2d 1492 *3 (TTAB 2015) (quoting *Ritchie v. Simpson*, 170 F.3d 1092, 50 USPQ2d 1023, 1026 (Fed. Cir. 1999)). For over two years, Opposer has worked to build goodwill associated with the goods and services it offers under the TREEDEFI mark. Applicant seeks to register the identical mark for the same or nearly identical goods and services, including “[d]ownloadable computer application software for mobile phones, namely, software for processing and managing

² Opposer maintains that it is inappropriate for the Board to look outside the pleadings to decide this motion. Opposer is only submitting Exhibits to this brief to rebut Applicant’s exhibits in the event the Board chooses to consider Applicant’s exhibits in deciding this motion.

blockchain operations via a wallet app” and “[s]oftware as a service (SAAS) services featuring transactions using blockchain[.]” (12 TTABVUE at ¶ 12). If Applicant is allowed to register TREEDEFI, Opposer’s prior and established rights in the name would be economically and reputationally injured.

In sum, Opposer has established common-law rights in the TREEDEFI mark sufficient to establish ownership and, therefore, has standing to bring this opposition.

2. Applicant has no rights in the TreeDeFi mark

As Opposer has alleged, Applicant does not own the TREEDEFI mark. Section 1(a) of the Trademark Act requires that an applicant have exclusive ownership of the mark it seeks to register. 15 U.S.C. § 1051(a)(3)(D). Opposer, Morosan, Castagnone, and other associates worked on the creation and operation of the TreeDeFi finance platform. When Morosan and Castagnone ceased working on the TreeDeFi project around April 2022, Opposer, Morosan and Castagnone agreed that Morosan and Castagnone would exit from the project and that Opposer would continue to operate the TreeDeFi platform and use the TREEDEFI mark. (12 TTABVUE at Exhibit 1). Nowhere in the agreement does it say anything about the TREEDEFI mark’s ownership being transferred to Applicant, Castagnone, or Morosan. It in fact does not mention Applicant Treedefi, Ltd. at all. Because Applicant was not involved in the creation and operation of the TREEDEFI platform and Opposer did not transfer, license, or otherwise authorize Applicant’s use or registration of the TREEDEFI mark, there is no basis for Applicant’s claim of ownership of the mark.

And there is certainly no basis for the Board to find that Applicant owns the mark as a matter of law, as Applicant has not presented any authority that the Board may resolve its disputed claim of ownership on a motion to dismiss. Rather, in deciding such motions the Board must accept

as true all of *Opposer's* well-pled factual allegations that it is the sole owner of the TREEDEFI mark. *Ashcroft v. Iqbal*, 556 U.S. 662, 678 (2009) (quoting *Bell Atlantic Corp. v. Twombly*, 550 U.S. 544, 570 (2007)) (“To survive a motion to dismiss, a complaint must contain sufficient factual matter, accepted as true, to [‘]state a claim to relief that is plausible on its face.[’]”).

For these reasons alone, Applicant’s motion to dismiss should be denied.

D. Applicant failed to show use of the mark in Class 42

Under Section 45 of the Trademark Act, 15 U.S.C. § 1127, a mark is considered in use when “it is placed in any manner on the goods or their containers or the displays associated therewith or on the tags or labels affixed thereto, or the nature of the goods makes such placement impracticable, then on document associated with the goods or their sale” *See* 37 C.F.R. § 2.56(a) (“[A] statement of use under § 2.88 must . . . include one specimen per class showing the mark as used on or in connection with the goods or services”). A specimen of use in a service mark application “must show the mark as used in the sale or advertising of the services.” *In Re Florists’ Transworld Delivery, Inc.*, 119 U.S.P.Q.2d 1056, 2016 WL 3997062 *3 (TTAB 2016) (quoting Trademark Rule 2.56(b)(2), 37 CFR § 2.56(b)(2)).

Applicant’s specimen does not show its use of the TREEDEFI mark in connection with the goods listed in Class 42, or at all. What applicant provided are screenshots of TreeDeFi’s website at treedefi.com showing use of the TreeDeFi mark therein. (*See* Exhibit 1 at 12-15). However, Applicant does not own or operate the treedefi.com website, Opposer does. Thus, this specimen shows Opposer’s use of the TREEDEFI mark in Class 42, not Applicant’s use. Applicant has not submitted any other specimens of use, and therefore, has not established a showing of use in Class 42 necessary for registration.

Thus, Applicant’s motion to dismiss should also be denied because Applicant has presented no proof of use of the TREEDEFI mark in Class 42 or otherwise.

E. Applicant lacks a bona fide intent to use the mark in Class 9

“In determining whether an applicant under Section 44(d) has the requisite bona fide intent to use the mark in United States commerce, [the Board] use[s] the same objective analysis of good faith used to determine whether a Section 1(b) applicant has the required bona fide intent to use the mark in United States commerce.” *Volvo Trademark Holding Ab v. Ckl Holdings N.v.*, Opp. No. 91241032, 2020 WL 2785121, at *4 (TTAB May 5, 2020) (citing *Lane Ltd. v. Jackson Int'l Trading Co.*, 33 USPQ2d 1351, 1355 (TTAB 1994)). An Applicant’s bona fide intent to use the mark must represent an intent to use the mark “in the ordinary course of trade,” given such use is “not made merely to reserve a right in a mark.” *Commodore Electronics Ltd. v. CBM Kabushiki Kaisha*, 26 USPQ2d 1503, 1507, 1993 WL 156479 *4 (TTAB 1993) (quoting Trademark Act Section 45, 15 U.S.C. § 1127, and citing Senate Judiciary Comm. Rep. on S. 1883, S. Rep. No. 515, 100th Cong., 2d Sess. 24-25 (1988)). “[A]bsent other facts which adequately explain or outweigh the failure of an applicant to have any documents supportive of or bearing upon its claimed intent to use its mark in commerce, the absence of documentary evidence on the part of an applicant regarding such intent is sufficient” to establish that there was no bona fide intent to use the mark when the involved application was filed. *Id.* at 5.

Applicant has provided no specimen showing intent to use the TREEDEFI mark in Class 9 in connection with “[d]ownloadable computer application software for mobile phones, namely, software for processing and managing blockchain operations via a wallet app.” (12 TTABVUE at ¶ 12). The only specimen provided by Applicant were the treedefi.com screenshots. (*See* Exhibit 1 at 12-15). As previously stated, this specimen shows only Opposer’s use of the TREEDEFI mark—not Applicant’s. Since Applicant has not submitted any evidence demonstrating use or intent to use the mark, it has not established a bona fide intent to use the mark in Class 9.

Thus, because Applicant has failed to provide to the Board any evidence of a bona fide intent to use the TREEDEFI mark in commerce, Applicant's motion to dismiss should be denied.

F. Opposer pled a cognizable claim that Applicant committed fraud on the USPTO because Applicant falsely declared its ownership in the TREEDEFI mark and made a material misrepresentation to the Board

“A trademark applicant commits fraud in procuring a registration when it makes a material representation of fact in its declaration which it knows or should know to be false or misleading.” *Hawaiian Moon, Inc. v. Rodney Doo*, Canc. No. 92042101, 2004 WL 1090666, at *3 (TTAB Apr. 29, 2004) (citing *Torres v. Cantine Torresella S.r.l.*, 808 F.2d 46, 1 USPQ2d 1483 (Fed. Cir. 1986)). “To constitute fraud on the U.S. Patent and Trademark Office, the moving party therefore must establish that (a) the statement in its declaration is false, (b) the party making the statement knew, or should have known, that the statement is false, and (c) the statement is a material misrepresentation.” *Hawaiian Moon, Inc.*, 2004 WL 1090666 at * 3.

1. Applicant knowingly made a false statement when it signed the filing declaration claiming to have rights in the TREEDEFI mark that Applicant knew it did not have

Applicant knew it had no rights in the TREEDEFI mark when it signed the declaration. In signing the declaration attached to Applicant's trademark application, Applicant declared, with respect to its application under 15 U.S.C. § 1051(a), that it “is the owner of the trademark/service sought to be registered” and, with respect to its application under 15 U.S.C. § 1051(b), that it believes itself to be “entitled to use the mark in commerce.” (See Exhibit 1 at 9-10). Applicant made these statements to the USPTO knowing it did not have ownership rights in the TREEDEFI mark. At the time the application was filed in August 2021, Opposer, Castagnone, and Morosan all operated the TreeDeFi platform. (12 TTABVUE at Exhibit 1). Applicant TreeDeFi Ltd was at no point involved in the creation or operation of the TreeDeFi platform. In fact, Applicant was

formed after the platform was created and without the knowledge of Opposer, who held rights in the TREEDEFI mark. Opposer did not transfer any rights to Castagnone and Morosan, and, consequently, Castagnone and Morosan did not have any rights to transfer to Applicant TreeDeFi Ltd. Castagnone and Morosan knew they had no rights to give Applicant because they had agreed that Opposer would become the sole owner of TREEDEFI. (*See id.*). Applicant thus knowingly made the false statement that it owned the TREEDEFI mark to the USPTO.

2. Applicant made a material misrepresentation by knowingly submitting screenshots of the website owned and operated by Opposer and holding it out to be its own

Applicant TreeDeFi Ltd materially misrepresented ownership of the TreeDeFi platform to the USPTO. At no point did Applicant ever have ownership of the TreeDeFi platform. Applicant knew that it was never involved in any way with the creation or operation of TreeDeFi. However, Applicant submitted screenshots of the TreeDeFi website as a specimen of use to the USPTO to show “Applicant’s” use of the TREEDEFI mark. As previously stated, the screenshots only show Opposer’s use of the TREEDEFI mark, since Opposer solely owned and operated the TreeDeFi website. (12 TTABVUE at ¶¶ 21). The submission of the screenshots of treedefi.com as a specimen was thus a material misrepresentation made to the USPTO with the intent to deceive the USPTO into believing the TreeDeFi website belonged to Applicant.

In sum, Opposer alleges that Applicant committed fraud on the USPTO by knowingly making a false statement in signing the declaration attesting to its ownership of the TreeDeFi mark and made a material misrepresentation by knowingly submitting a specimen that showed Opposer’s use of the TreeDeFi mark, not Applicant’s. The Board must accept Opposer’s well-pled allegation as true and consequently must deny Applicant’s motion to dismiss.

IV. CONCLUSION

WHEREFORE, Opposer requests that the Court deny Applicant's Motion to Dismiss in its entirety.

Date: April 24, 2023

Respectfully Submitted,

BROOKS KUSHMAN P.C.

/s/ Rebecca J. Cantor

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CERTIFICATE OF SERVICE

I certify that I served:

**OPPOSER'S RESPONSE TO APPLICANT'S MOTION TO DISMISS THE NOTICE OF
OPPSOITION FOR FAILURE TO STATE A CLAIM UNDER FRCP 12(b)(6)**

On April 24, 2023 by email to:

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EXHIBIT 1

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Mark: TREEDEFI

TREEDEFI

US Serial Number: 90881203

Application Filing Date: Aug. 13, 2021

Filed as TEAS Plus: Yes

Currently TEAS Plus: Yes

Register: Principal

Mark Type: Trademark, Service Mark

TM5 Common Status Descriptor:



LIVE/APPLICATION/Opposition Pending

The pending trademark application has been examined by the Office and was published for opposition, at which time one or more oppositions were filed but they have not yet been decided.

Status: An opposition after publication is pending at the Trademark Trial and Appeal Board. For further information, see TTABVue on the Trademark Trial and Appeal Board web page.

Status Date: Oct. 27, 2022

Publication Date: Jun. 28, 2022

Mark Information

Mark Literal Elements: TREEDEFI

Standard Character Claim: Yes. The mark consists of standard characters without claim to any particular font style, size, or color.

Mark Drawing Type: 4 - STANDARD CHARACTER MARK

Goods and Services

Note:

The following symbols indicate that the registrant/owner has amended the goods/services:

- Brackets [...] indicate deleted goods/services;
- Double parenthesis ((.)) identify any goods/services not claimed in a Section 15 affidavit of incontestability; and
- Asterisks *..* identify additional (new) wording in the goods/services.

For: Computer software platforms, downloadable, for processing and managing blockchain operations; Downloadable computer application software for mobile phones, namely, software for processing and managing blockchain operations via a wallet app; Downloadable computer software for processing and managing blockchain operations; Downloadable computer software for blockchain-based inventory management; Downloadable computer software for managing cryptocurrency transactions using blockchain technology; Downloadable computer software development tools

International Class(es): 009 - Primary Class

U.S Class(es): 021, 023, 026, 036, 038

Class Status: ACTIVE

Basis: 1(b)

For: Authentication of data in the field of financial transaction using blockchain technology; Computer programming; Computer software development; Information technology consulting services; Providing temporary use of on-line non-downloadable software for accessing, reading, and tracking information in the field of financial transaction on a blockchain; Software design and development; Platform as a service (PAAS) featuring computer software platforms for managing financial transactions using blockchain; Software as a service (SAAS) services featuring software for managing financial transactions using blockchain

International Class(es): 042 - Primary Class

U.S Class(es): 100, 101

Class Status: ACTIVE

Basis: 1(a)

First Use: Mar. 27, 2021

Use in Commerce: Apr. 01, 2021

Basis Information (Case Level)

Filed Use: Yes

Currently Use: Yes

Filed ITU: Yes

Currently ITU: Yes

Filed 44D: No

Currently 44E: No

Filed 44E: No

Currently 66A: No

Filed 66A: No

Currently No Basis: No

Filed No Basis: No

Current Owner(s) Information

Owner Name: TREEDEFI LTD

Owner Address: 57A MABERLEY ROAD
London UNITED KINGDOM SE192JE

Legal Entity Type: Private Limited Company

State or Country: UNITED KINGDOM
Where Organized:

Attorney/Correspondence Information

Attorney of Record

Attorney Name: BARUCH S. GOTTESMAN

Attorney Primary Email Address: bg@gottesmanlegal.com

Attorney Email Authorized: Yes

Correspondent

Correspondent Name/Address: BARUCH S. GOTTESMAN
LAW OFFICE OF BARUCH S. GOTTESMAN
185-12 UNION TURNPIKE
FRESH MEADOWS, NEW YORK UNITED STATES 11366

Phone: 212-401-6910

Correspondent e-mail: bg@gottesmanlegal.com

Correspondent e-mail Authorized: Yes

Domestic Representative - Not Found

Prosecution History

| Date | Description | Proceeding Number |
|---------------|--|-------------------|
| Oct. 27, 2022 | OPPOSITION INSTITUTED NO. 999999 | 281414 |
| Jul. 27, 2022 | EXTENSION OF TIME TO OPPOSE RECEIVED | |
| Jun. 28, 2022 | OFFICIAL GAZETTE PUBLICATION CONFIRMATION E-MAILED | |
| Jun. 28, 2022 | PUBLISHED FOR OPPOSITION | |
| Jun. 08, 2022 | NOTIFICATION OF NOTICE OF PUBLICATION E-MAILED | |
| May 19, 2022 | APPROVED FOR PUB - PRINCIPAL REGISTER | |
| May 19, 2022 | EXAMINER'S AMENDMENT ENTERED | 88888 |
| May 19, 2022 | NOTIFICATION OF EXAMINERS AMENDMENT E-MAILED | |
| May 19, 2022 | EXAMINERS AMENDMENT E-MAILED | |
| May 19, 2022 | EXAMINERS AMENDMENT -WRITTEN | 95352 |
| May 16, 2022 | ASSIGNED TO EXAMINER | 95352 |
| Oct. 04, 2021 | NEW APPLICATION OFFICE SUPPLIED DATA ENTERED | |
| Aug. 17, 2021 | NEW APPLICATION ENTERED | |

TM Staff and Location Information

TM Staff Information

TM Attorney: CUMMINS, LANCE E

Law Office Assigned: LAW OFFICE 120

File Location**Current Location:** PUBLICATION AND ISSUE SECTION**Date in Location:** May 25, 2022**Proceedings****Summary****Number of Proceedings:** 2**Type of Proceeding: Opposition****Proceeding Number:** [91281414](#)**Filing Date:** Oct 26, 2022**Status:** Suspended**Status Date:** Mar 20, 2023**Interlocutory Attorney:** MARY B MYLES**Defendant****Name:** Treedefi Ltd**Correspondent Address:** BARUCH S. GOTTESMAN
LAW OFFICE OF BARUCH S. GOTTESMAN
185-12 UNION TURNPIKE
FRESH MEADOWS NY UNITED STATES , 11366**Correspondent e-mail:** bg@gottesmanlegal.com**Associated marks**

| Mark | Application Status | Serial Number | Registration Number |
|---------|--------------------|--------------------------|---------------------|
| TREDEFI | Opposition Pending | 90881203 | |

Plaintiff(s)**Name:** Niccolò Mascaro**Correspondent Address:** ROBYN S. LEDERMAN
BROOKS KUSHMAN P.C.
1000 TOWN CENTER, 22ND FLOOR
SOUTHFIELD MI UNITED STATES , 48075**Correspondent e-mail:** trademarks@brookskushman.com , rcantor@brookskushman.com , rlederman@brookskushman.com**Prosecution History**

| Entry Number | History Text | Date | Due Date |
|--------------|--|--------------|--------------|
| 21 | SUSP PEND DISP OF OUTSTNDNG MOT | Apr 07, 2023 | |
| 20 | P MOT FOR EXT W/ CONSENT | Apr 06, 2023 | |
| 19 | SUSP PEND DISP OF OUTSTNDNG MOT | Mar 21, 2023 | |
| 18 | D AFFIDAVIT OF SERVICE | Mar 20, 2023 | |
| 17 | D MOT TO DISMISS: FRCP 12(B) | Mar 19, 2023 | |
| 16 | TRIAL DATES RESET | Mar 20, 2023 | |
| 15 | STIP FOR EXT | Mar 15, 2023 | |
| 14 | TRIAL DATES RESET | Feb 09, 2023 | |
| 13 | STIP FOR EXT | Feb 07, 2023 | |
| 12 | P MOT TO AMEND PLEADING/AMENDED PLEADING | Jan 18, 2023 | |
| 11 | P MOT FOR EXT W/O CONSENT | Jan 18, 2023 | |
| 10 | EXTENSION OF TIME GRANTED | Jan 10, 2023 | |
| 9 | STIP FOR EXT | Dec 22, 2022 | |
| 8 | SUSP PEND DISP OF OUTSTNDNG MOT | Dec 08, 2022 | |
| 7 | D CERTIFICATE OF SERVICE | Dec 07, 2022 | |
| 6 | D MOT TO DISMISS: FRCP 12(B) | Dec 06, 2022 | |
| 5 | D APPEARANCE / POWER OF ATTORNEY | Dec 06, 2022 | |
| 4 | D MOT TO DISMISS: FRCP 12(B) | Dec 06, 2022 | |
| 3 | INSTITUTED | Oct 27, 2022 | |
| 2 | NOTICE AND TRIAL DATES SENT; ANSWER DUE: | Oct 27, 2022 | Dec 06, 2022 |
| 1 | FILED AND FEE | Oct 26, 2022 | |

Type of Proceeding: Extension of Time

Proceeding Number: [90881203](#)

Filing Date: Jul 27, 2022

Status: Terminated

Status Date: Oct 27, 2022

Interlocutory Attorney:

Defendant

Name: TREEDEFI LTD

Correspondent Address: MAREK KRIZKA
477 MADISON AVENUE, 6TH FLOOR
NEW YORK NY UNITED STATES , 10022

Correspondent e-mail: office@tramatm.com , igor@tramatm.com

Associated marks

| Mark | Application Status | Serial Number | Registration Number |
|----------|--------------------|--------------------------|---------------------|
| TREEDEFI | Opposition Pending | 90881203 | |

Potential Opposer(s)

Name: Niccolò Mascaro

Correspondent Address: ROBYN S. LEDERMAN
BROOKS KUSHMAN P.C.
1000 TOWN CENTER, 22ND FLOOR
SOUTHFIELD MI UNITED STATES , 48075

Correspondent e-mail: trademarks@brookskushman.com

Associated marks

| Mark | Application Status | Serial Number | Registration Number |
|------|--------------------|---------------|---------------------|
|------|--------------------|---------------|---------------------|

Prosecution History

| Entry Number | History Text | Date | Due Date |
|--------------|--|--------------|----------|
| 2 | EXT GRANTED | Jul 27, 2022 | |
| 1 | FIRST 90-DAY REQUEST TO EXT TIME TO OPPOSE | Jul 27, 2022 | |

Trademark/Service Mark Application, Principal Register

TEAS Plus Application

Serial Number: 90881203

Filing Date: 08/13/2021

NOTE: Data fields with the * are mandatory under TEAS Plus. The wording "(if applicable)" appears where the field is only mandatory under the facts of the particular application.

The table below presents the data as entered.

| Input Field | Entered |
|--|--|
| TEAS Plus | YES |
| MARK INFORMATION | |
| *MARK | TREEDEFI |
| *STANDARD CHARACTERS | YES |
| USPTO-GENERATED IMAGE | YES |
| LITERAL ELEMENT | TREEDEFI |
| *MARK STATEMENT | The mark consists of standard characters, without claim to any particular font style, size, or color. |
| REGISTER | Principal |
| APPLICANT INFORMATION | |
| *OWNER OF MARK | TREEDEFI LTD |
| *MAILING ADDRESS | 57A MABERLEY ROAD |
| *CITY | London |
| *COUNTRY/REGION/JURISDICTION/U.S. TERRITORY | United Kingdom |
| *ZIP/POSTAL CODE (Required for U.S. and certain international addresses) | SE192JE |
| *EMAIL ADDRESS | XXXX |
| LEGAL ENTITY INFORMATION | |
| *TYPE | Private Limited Company |
| *STATE/COUNTRY/REGION/JURISDICTION/U.S. TERRITORY WHERE LEGALLY ORGANIZED | United Kingdom |
| GOODS AND/OR SERVICES AND BASIS INFORMATION | |
| *INTERNATIONAL CLASS | 009 |
| *IDENTIFICATION | Computer software platforms, downloadable, for blockchain operations ; Downloadable computer application software for mobile phones, namely, software for blockchain operation, wallet app ; Downloadable computer software for blockchain operations ; Downloadable computer software for blockchain-based inventory management ; Downloadable computer |

| | |
|--|--|
| | software for managing cryptocurrency transactions using blockchain technology ; Downloadable computer software development tools |
| *FILING BASIS | SECTION 1(b) |
| *INTERNATIONAL CLASS | 042 |
| *IDENTIFICATION | Authentication of data in the field of financial transaction using blockchain technology; Computer programming; Computer software development; Information technology consulting services; Providing temporary use of on-line non-downloadable software for accessing, reading, and tracking information in the field of financial transaction on a blockchain; Software design and development; Platform as a service (PAAS) featuring computer software platforms for financial transactions using blockchain ; Software as a service (SAAS) services featuring software for financial transactions using blockchain |
| *FILING BASIS | SECTION 1(a) |
| FIRST USE ANYWHERE DATE | At least as early as 03/27/2021 |
| FIRST USE IN COMMERCE DATE | At least as early as 04/01/2021 |
| SPECIMEN FILE NAME(S) | |
| ORIGINAL PDF FILE | SPE0-18511014499-20210813 102028390493 .specimen_1_.pdf |
| CONVERTED PDF FILE(S) (1 page) | \\TICRS\EXPORT18\IMAGEOUT18\908\812\90881203\xml1\FTK0003.JPG |
| ORIGINAL PDF FILE | SPE0-18511014499-20210813 102028390493 .Specimen_2_.pdf |
| CONVERTED PDF FILE(S) (1 page) | \\TICRS\EXPORT18\IMAGEOUT18\908\812\90881203\xml1\FTK0004.JPG |
| SPECIMEN DESCRIPTION | Printscreen of webpage... |
| WEBPAGE URL | https://treedefi.com/ |
| WEBPAGE DATE OF ACCESS | 08/13/2021 |
| ADDITIONAL STATEMENTS SECTION | |
| *TRANSLATION (if applicable) | |
| *TRANSLITERATION (if applicable) | |
| *CLAIMED PRIOR REGISTRATION (if applicable) | |
| *CONSENT (NAME/LIKENESS) (if applicable) | |
| *CONCURRENT USE CLAIM (if applicable) | |
| MISCELLANEOUS STATEMENT | TREDEFI is the merging of TREE word and DEFI for Decentralised Finance, since our unique defi platform aim to help the environment by planting trees. |
| ATTORNEY INFORMATION | |
| NAME | Marek Krizka |

| | |
|--|---------------------------------|
| ATTORNEY BAR MEMBERSHIP NUMBER | XXX |
| YEAR OF ADMISSION | XXXX |
| U.S. STATE/ COMMONWEALTH/ TERRITORY | XX |
| STREET | 477 Madison Avenue, 6th floor |
| CITY | New York |
| STATE | New York |
| COUNTRY/REGION/JURISDICTION/U.S. TERRITORY | United States |
| ZIP/POSTAL CODE | 10022 |
| PHONE | 718-550-3490 |
| EMAIL ADDRESS | office@tramatm.com |
| CORRESPONDENCE INFORMATION | |
| NAME | Marek Krizka |
| PRIMARY EMAIL ADDRESS FOR CORRESPONDENCE | office@tramatm.com |
| SECONDARY EMAIL ADDRESS(ES) (COURTESY COPIES) | igor@tramatm.com |
| FEE INFORMATION | |
| APPLICATION FILING OPTION | TEAS Plus |
| NUMBER OF CLASSES | 2 |
| APPLICATION FOR REGISTRATION PER CLASS | 250 |
| *TOTAL FEES DUE | 500 |
| *TOTAL FEES PAID | 500 |
| SIGNATURE INFORMATION | |
| * SIGNATURE | /marek krizka/ |
| * SIGNATORY'S NAME | Marek Krizka |
| * SIGNATORY'S POSITION | Attorney of record |
| SIGNATORY'S PHONE NUMBER | 718-550-3490 |
| * DATE SIGNED | 08/13/2021 |
| SIGNATURE METHOD | Signed directly within the form |

Trademark/Service Mark Application, Principal Register

TEAS Plus Application

Serial Number: 90881203

Filing Date: 08/13/2021

To the Commissioner for Trademarks:

MARK: TREEDEFI (Standard Characters, see [mark](#))

The literal element of the mark consists of TREEDEFI. The mark consists of standard characters, without claim to any particular font style, size, or color.

The applicant, TREEDEFI LTD, a Private Limited Company legally organized under the laws of United Kingdom, having an address of
57A MABERLEY ROAD
London SE192JE
United Kingdom
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:

For specific filing basis information for each item, you must view the display within the Input Table.

International Class 009: Computer software platforms, downloadable, for blockchain operations; Downloadable computer application software for mobile phones, namely, software for blockchain operation, wallet app; Downloadable computer software for blockchain operations; Downloadable computer software for blockchain-based inventory management; Downloadable computer software for managing cryptocurrency transactions using blockchain technology; Downloadable computer software development tools
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. (15 U.S.C. Section 1051(b)).

For specific filing basis information for each item, you must view the display within the Input Table.

International Class 042: Authentication of data in the field of financial transaction using blockchain technology; Computer programming; Computer software development; Information technology consulting services; Providing temporary use of on-line non-downloadable software for accessing, reading, and tracking information in the field of financial transaction on a blockchain; Software design and development; Platform as a service (PAAS) featuring computer software platforms for financial transactions using blockchain; Software as a service (SAAS) services featuring software for financial transactions using blockchain

Use in Commerce: The applicant is using the mark in commerce on or in connection with the identified goods/services. The applicant attaches, or will later submit, one specimen as a JPG/PDF image file showing the mark as used in commerce on or in connection with any item in the class of listed goods/services, regardless of whether the mark itself is in the standard character format or is a stylized or design mark. The specimen image file may be in color, and the image must be in color if color is being claimed as a feature of the mark.

In International Class 042, the mark was first used by the applicant or the applicant's related company or licensee predecessor in interest at least as early as 03/27/2021, and first used in commerce at least as early as 04/01/2021, 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) Printscreen of webpage....

Original PDF file:

[SPE0-18511014499-20210813 102028390493 . specimen 1 .pdf](#)

Converted PDF file(s) (1 page)

[Specimen File1](#)

Original PDF file:

[SPE0-18511014499-20210813 102028390493 . Specimen 2 .pdf](#)

Converted PDF file(s) (1 page)

[Specimen File1](#)

Webpage URL: <https://treedefi.com/>

Miscellaneous Statement

TREEDEFI is the merging of TREE word and DEFI for Decentralised Finance, since our unique defi platform aim to help the environment by planting trees.

The owner's/holder's proposed attorney information: Marek Krizka. Marek Krizka, is a member of the XX bar, admitted to the bar in XXXX, bar membership no. XXX, is located at
477 Madison Avenue, 6th floor
New York, New York 10022
United States
718-550-3490(phone)
office@tramatm.com

Marek Krizka 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:

Marek Krizka

PRIMARY EMAIL FOR CORRESPONDENCE: office@tramatm.com

SECONDARY EMAIL ADDRESS(ES) (COURTESY COPIES): igor@tramatm.com

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 \$500 has been submitted with the application, representing payment for 2 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: /marek krizka/ Date: 08/13/2021
Signatory's Name: Marek Krizka
Signatory's Position: Attorney of record
Signatory's Phone Number: 718-550-3490
Signature method: Signed directly within the form
Payment Sale Number: 90881203
Payment Accounting Date: 08/13/2021

Serial Number: 90881203
Internet Transmission Date: Fri Aug 13 10:36:10 ET 2021
TEAS Stamp: USPTO/FTK-XXX.XXX.XXX.XX-202108131036107
99933-90881203-781c1bc73b3c39593138f87dc
4d40be0835ba2e260dc5937d91e4d1ede618ac-C
C-36081477-20210813102028390493

TREEDEFI

TreeDeFi Features

We've created a set of killer features through our several months of research for the TreeDeFi project. They create our full ecosystem and strive to implement the blockchain into real world environmental applications. [Medium Page](#)



Locked Liquidity



Harvest Guard



Carbon Credits



Deflationary Token



- Home
 - TREE
 - SEED
 - Trade
 - Farms
 - Staking
 - Pools AUTO
 - NFTrees
 - Games
 - Merch FREE
 - Donations
 - Profile
- \$7.402 \$143.341



Discover Treedefi collectibles
The first NFT marketplace backed by real trees.



Total Planted Trees (TPT)

33991!

737905 Kg of CO2 absorbed every year

We use one third of all deposit fees to plant trees around the world



Farms & Staking



SEED to Harvest

LOCKED



Next Round In:

00:07:35:14

The King's Next Treasure

0.94 SEED

COMPLETED

Audited by CERTIK

TreeDeFi Features

We've created a set of killer features through our several months of research for the TreeDeFi project. They create our full ecosystem and strive to implement the blockchain into real world environmental applications. [Medium Page](#)



Locked Liquidity



Harvest Guard



Carbon Credits



Deflationary
Token



- Home
- TREE
- SEED
- Trade
- Farms
- Staking
- Pools AUTO
- NFTrees
- Games
- Merch FREE
- Donations
- Portfolio
- \$7.402 \$143.341
- Settings / Theme



Discover Treedefi collectibles
The first NFT marketplace backed by real trees.



Total Planted Trees (TPT)

33991!

737905 Kg of CO2 absorbed every year

We use one third of all deposit fees to plant trees around the world



Farms & Staking



SEED to Harvest

LOCKED



Next Round In:

00:07:35:14

The King's Next Treasure

0.94 SEED

COMPLETED

Audited by CERTIK

TREEDEFI

User: Lance Cummins

| Statistics for Case 90881203 | | | | | | |
|---------------------------------|--|-------------|------------|------------------|--------------------|------------------------|
| # | Search | Total Marks | Dead Marks | Live Viewed Docs | Live Viewed Images | Status/Search Duration |
| 1 | 90881203[sn] | 1 | 0 | 1 | 1 | 0:00 |
| 2 | treedefi[on] | 1 | 0 | 1 | 1 | 0:00 |
| 3 | *T{"R":2}{"iey":2}{v0:1}{"D":2}{v:2}F*[bi,ti] not dead[ld] | 4 | 0 | 4 | 4 | 0:01 |
| 4 | *T{"R":2}{"iey":2}{v0:1}{"D":2}{v:2}P*[bi,ti] not dead[ld] | 7 | 0 | 7 | 7 | 0:01 |
| 5 | TREE*[bi,ti] not dead[ld] | 4882 | 0 | 65 | 70 | 0:01 |
| 6 | 5 & ("009" "a" "b" "200")[ic] | 459 | 0 | 412 | 459 | 0:01 |
| 7 | 5 & ("042")[ic] not 6 | 263 | 0 | 263 | 263 | 0:02 |
| 8 | *T{"R":2}{"iey":2}{v0:1}D*[bi,ti] not dead[ld] | 2090 | 0 | 0 | 0 | 0:01 |
| 9 | *T{"R":2}E{v0:1}D*[bi,ti] not dead[ld] | 658 | 0 | 0 | 0 | 0:02 |
| 10 | 9 & ("009" "042")[cc] | 322 | 0 | 322 | 322 | 0:02 |
| 11 | *D{v}{"F":2}{"IY"}*[bi,ti] not dead[ld] | 3118 | 0 | 0 | 0 | 0:01 |
| 12 | *D{v}PH{"IY"}*[bi,ti] not dead[ld] | 75 | 0 | 75 | 75 | 0:01 |
| 13 | 5 & 11 | 2 | 0 | 2 | 2 | 0:01 |
| 14 | 11 & ("009" "042")[cc] | 2078 | 0 | 0 | 0 | 0:01 |
| 15 | *DEFI*[bi,ti] not dead[ld] | 1943 | 0 | 0 | 0 | 0:01 |
| 16 | *DEFI[bi,ti] not dead[ld] | 77 | 0 | 77 | 77 | P/0:00 |
| 17 | ("DE FI" (*decentral* & *financ*)) [bi,ti] not dead[ld] | 10 | 0 | 10 | 10 | P/0:01 |
| 18 | (*TRE* & (*DE\$FI* "DE FI")) [bi,ti] not dead[ld] | 32 | 0 | 32 | 32 | 0:00 |

Session started 05/17/2022 12:45 pm

Session ended 05/17/2022 1:33 pm

Total search duration 17.00

Session duration 47 minutes 14 seconds

Adjacency Level 1

Near Level 1

Note To The File

Serial Number: 90881203
Date: 05/19/2022 3:47 pm
Created by: Lance Cummins

TREEDEFI

Searched

- Google
- OneLook
- Acronym Finder

Changed

- Issued Examiner's Amendment and Entered Changes

Discussed file with Attorney/Applicant

- via E-Mail

From: Marek USPTO <marek.krizka@tramatm.com>

Sent: Thursday, May 19, 2022 1:40 PM

To: Cummins, Lance <Lance.Cummins@uspto.gov>

Cc: Tomáš Oršula <tomas.orsula@tramatm.com>; igor@tramatm.com; office@tramatm.com

Subject: Re: United States Trademark Application Serial No. 90881203 / TREEDEFI

CAUTION: This email has originated from a source outside of USPTO. PLEASE CONSIDER THE SOURCE before responding, clicking on links, or opening attachments.

Dear Lance,

thank you for your prior email.

I've reviewed your suggestion and agree with your amendments.

Therefore, please proceed with the EA and move this application to the publication stage.

Best regards,

Marek Krizka, Esq.

Dňa št 19. 5. 2022 o 19:22 'Cummins, Lance' via Hello TramaTM <hello@tramatm.com> napísala(a):

Mr. Krizka,

I wanted to follow up on my e-mail below since I will need to act on this application by the end of the work-day Friday, May 19. To avoid the necessity of filing a formal response to an Office action, please let me know by then how you would like to proceed with the application as outlined below.

Many thanks,

Lance Cummins

Examining Attorney

Law Office 120

United States Patent and Trademark Office

(571) 270-1348

From: Cummins, Lance <>

Sent: Tuesday, May 17, 2022 2:14 PM

To: office@tramatm.com

Cc: igor@tramatm.com

Subject: United States Trademark Application Serial No. 90881203 / TREEDEFI

Importance: High

United States Trademark Application Serial No. 90881203 / TREEDEFI

Dear Mr. Krizka,

I am the assigned trademark examining attorney for the above-referenced application. The application appears to be ready to proceed once the identification of goods and services is modified slightly to clarify the purpose of the software, in order to meet USPTO requirements. If the changes below are acceptable, I will issue an examiner's amendment and move the application towards publication accordingly:

Class 9: "Computer software platforms, downloadable, for **processing and managing** blockchain operations; Downloadable computer application software for mobile phones, namely, software for **processing and managing** blockchain operations **via a** wallet app; Downloadable computer software for **processing and managing** blockchain operations; Downloadable computer software for blockchain-based inventory management; Downloadable computer software for managing cryptocurrency transactions using blockchain technology; Downloadable computer software development tools"

Class 42: "Authentication of data in the field of financial transaction using blockchain technology; Computer programming; Computer software development; Information technology consulting services; Providing temporary use of on-line non-downloadable software for accessing, reading, and tracking information in the field of financial transaction on a blockchain; Software design and development; Platform as a service (PAAS) featuring computer software platforms for **managing** financial transactions using blockchain; Software as a service (SAAS) services featuring software for **managing** financial transactions using blockchain"

Please let me know if you agree to allow me to correct the above by an examiner's amendment or if you have any questions about the application.

Kind regards,

Lance Cummins

Examining Attorney

Law Office 120

United States Patent and Trademark Office

(571) 270-1348

--

Marek Krizka

Co-Founder / Attorney-at-law

+421 944 285 686

+1 (718) 550-3490

To: Marek Krizka(office@tramatm.com)
Subject: U.S. Trademark Application Serial No. 90881203 - TREEDEFI
Sent: May 19, 2022 03:57:21 PM EDT
Sent As: tmng.notices@uspto.gov

Attachments

**United States Patent and Trademark Office (USPTO)
Office Action (Official Letter) About Applicant's Trademark Application**

U.S. Application Serial No. 90881203

Mark: TREEDEFI

Correspondence Address:
MAREK KRIZKA
477 MADISON AVENUE, 6TH FLOOR
NEW YORK NY 10022 UNITED STATES

Applicant: TREEDEFI LTD

Reference/Docket No. N/A

Correspondence Email Address: office@tramatm.com

EXAMINER'S AMENDMENT

Issue date: May 19, 2022

USPTO database searched; no conflicting marks found. The trademark examining attorney has searched the USPTO database of registered and pending marks and has found no conflicting marks that would bar registration under Trademark Act Section 2(d). 15 U.S.C. §1052(d); TMEP §704.02.

Application has been amended as shown below. As agreed to by Marek Krizka on May 19, 2022, the examining attorney has amended the application as shown below. Please notify the examining attorney immediately of any objections. TMEP §707. Otherwise, no response is required. *Id.* In addition, applicant is advised that amendments to the goods and/or services are permitted only if they clarify or limit them; amendments that add to or broaden the scope of the goods and/or services are not permitted. 37 C.F.R. §2.71(a).

Amended Identification of Goods and Services

The identification of goods and services is amended to read as follows:

Class 9: “Computer software platforms, downloadable, for processing and managing blockchain operations; Downloadable computer application software for mobile phones, namely, software for processing and managing blockchain operations via a wallet app; Downloadable computer software for processing and managing blockchain operations; Downloadable computer software for blockchain-based inventory management; Downloadable computer software for managing cryptocurrency transactions using blockchain technology; Downloadable computer software development tools”

Class 42: “Authentication of data in the field of financial transaction using blockchain technology; Computer programming; Computer software development; Information technology consulting services; Providing temporary use of on-line non-downloadable software for accessing, reading, and tracking information in the field of financial transaction on a blockchain; Software design and development; Platform as a service (PAAS) featuring computer software platforms for managing financial transactions using blockchain; Software as a service (SAAS) services featuring software for managing financial transactions using blockchain”

See TMEP §§1402.01, 1402.01(e).

/Lance Cummins/
Lance Cummins
Trademark Examining Attorney
Law Office 120
(571) 270-1348
lance.cummins@uspto.gov

United States Patent and Trademark Office (USPTO)

USPTO OFFICIAL NOTICE

Office Action (Official Letter) has issued
on May 19, 2022 for
U.S. Trademark Application Serial No. 90881203

A USPTO examining attorney has reviewed your trademark application and issued an Office action. You may be required to respond to this Office action. Follow the steps below.

- (1) **[Read the Office action.](#)** This email is NOT the Office action.
- (2) **Respond to the Office action, if a response is required.** Respond by deadline using the Trademark Electronic Application System (TEAS). Your response must be received by the USPTO on or before 11:59 p.m. **Eastern Time** of the last day of the response period. Otherwise, your application will be [abandoned](#). See the Office action itself regarding how to respond.
- (3) **Direct general questions** about using USPTO electronic forms, the USPTO [website](#), the application process, the status of your application, and whether there are outstanding deadlines to the [Trademark Assistance Center \(TAC\)](#).

After reading the Office action, address any question(s) regarding the specific content to the USPTO examining attorney identified in the Office action.

GENERAL GUIDANCE

- **[Check the status of your application periodically](#)** in the [Trademark Status & Document Retrieval \(TSDR\)](#) database to avoid missing critical deadlines.
- **[Update your correspondence email address](#)** to ensure you receive important USPTO notices about your application.
- **[Beware of trademark-related scams.](#)** Protect yourself from people and companies that may try to take financial advantage of you. Private companies may call you and pretend to be the USPTO or may send you communications that resemble official USPTO documents to trick you. We will never request your credit card number or social security number over the phone. And all official USPTO correspondence will only be emailed from the domain “@uspto.gov.” Verify the correspondence originated from us by using your Serial Number in our database, [TSDR](#), to confirm that it appears under the

“Documents” tab, or contact the [Trademark Assistance Center](#).

- **[Hiring a U.S.-licensed attorney](#)**. If you do not have an attorney and are not required to have one under the trademark rules, we encourage you to hire a U.S.-licensed attorney specializing in trademark law to help guide you through the registration process. The USPTO examining attorney is not your attorney and cannot give you legal advice, but rather works for and represents the USPTO in trademark matters.

Trademark Snap Shot Publication Stylesheet
(Table presents the data on Publication Approval)

OVERVIEW

| | | | |
|---------------|------------------|---------------|---------------|
| SERIAL NUMBER | 90881203 | FILING DATE | 08/13/2021 |
| REG NUMBER | 0000000 | REG DATE | N/A |
| REGISTER | PRINCIPAL | MARK TYPE | TRADEMARK |
| INTL REG # | N/A | INTL REG DATE | N/A |
| TM ATTORNEY | CUMMINS, LANCE E | L.O. ASSIGNED | N20-NOT FOUND |

PUB INFORMATION

| | | | |
|----------------------|------------------------------|--------------------|-----|
| RUN DATE | 05/20/2022 | | |
| PUB DATE | N/A | | |
| STATUS | 680-APPROVED FOR PUBLICATION | | |
| STATUS DATE | 05/19/2022 | | |
| LITERAL MARK ELEMENT | TREEDEFI | | |
| DATE ABANDONED | N/A | DATE CANCELLED | N/A |
| SECTION 2F | NO | SECTION 2F IN PART | NO |
| SECTION 8 | NO | SECTION 8 IN PART | NO |
| SECTION 15 | NO | REPUB 12C | N/A |
| RENEWAL FILED | NO | RENEWAL DATE | N/A |
| DATE AMEND REG | N/A | | |

FILING BASIS

| FILED BASIS | | CURRENT BASIS | | AMENDED BASIS | |
|-------------|-----|---------------|-----|---------------|----|
| 1 (a) | YES | 1 (a) | YES | 1 (a) | NO |
| 1 (b) | YES | 1 (b) | YES | 1 (b) | NO |
| 44D | NO | 44D | NO | 44D | NO |
| 44E | NO | 44E | NO | 44E | NO |
| 66A | NO | 66A | NO | | |
| NO BASIS | NO | NO BASIS | NO | | |

MARK DATA

| | |
|-------------------------|---------------------------|
| STANDARD CHARACTER MARK | YES |
| LITERAL MARK ELEMENT | TREEDEFI |
| MARK DRAWING CODE | 4-STANDARD CHARACTER MARK |
| COLOR DRAWING FLAG | NO |

CURRENT OWNER INFORMATION

| | |
|------------|-----------------------|
| PARTY TYPE | 10-ORIGINAL APPLICANT |
|------------|-----------------------|

| | |
|-------------|--------------------------------------|
| NAME | TREEDEFI LTD |
| ADDRESS | 57A MABERLEY ROAD London, SE192JE |
| ENTITY | 99-Private Limited Company |
| CITIZENSHIP | United Kingdom |

GOODS AND SERVICES

| | |
|---------------------|---|
| INTERNATIONAL CLASS | 009 |
| DESCRIPTION TEXT | Computer software platforms, downloadable, for processing and managing blockchain operations; Downloadable computer application software for mobile phones, namely, software for processing and managing blockchain operations via a wallet app; Downloadable computer software for processing and managing blockchain operations; Downloadable computer software for blockchain-based inventory management; Downloadable computer software for managing cryptocurrency transactions using blockchain technology; Downloadable computer software development tools |
| INTERNATIONAL CLASS | 042 |
| DESCRIPTION TEXT | Authentication of data in the field of financial transaction using blockchain technology; Computer programming; Computer software development; Information technology consulting services; Providing temporary use of on-line non-downloadable software for accessing, reading, and tracking information in the field of financial transaction on a blockchain; Software design and development; Platform as a service (PAAS) featuring computer software platforms for managing financial transactions using blockchain; Software as a service (SAAS) services featuring software for managing financial transactions using blockchain |

GOODS AND SERVICES CLASSIFICATION

| | | | | | | | |
|---------------------|-----|----------------|------------|----------------------------|------------|--------------|----------|
| INTERNATIONAL CLASS | 009 | FIRST USE DATE | NONE | FIRST USE IN COMMERCE DATE | NONE | CLASS STATUS | 6-ACTIVE |
| INTERNATIONAL CLASS | 042 | FIRST USE DATE | 03/27/2021 | FIRST USE IN COMMERCE DATE | 04/01/2021 | CLASS STATUS | 6-ACTIVE |

MISCELLANEOUS INFORMATION/STATEMENTS

| | |
|------------------------|----|
| CHANGE IN REGISTRATION | NO |
|------------------------|----|

PROSECUTION HISTORY

| DATE | ENT CD | ENT TYPE | DESCRIPTION | ENT NUM |
|------------|--------|----------|--|---------|
| 05/19/2022 | CNSA | P | APPROVED FOR PUB - PRINCIPAL REGISTER | 008 |
| 05/19/2022 | XAEC | I | EXAMINER'S AMENDMENT ENTERED | 007 |
| 05/19/2022 | GNEA | O | NOTIFICATION OF EXAMINERS AMENDMENT E-MAILED | 006 |
| 05/19/2022 | GNEA | F | EXAMINERS AMENDMENT E-MAILED | 005 |
| 05/19/2022 | CNEA | R | EXAMINERS AMENDMENT -WRITTEN | 004 |
| 05/16/2022 | DOCK | D | ASSIGNED TO EXAMINER | 003 |
| 10/04/2021 | NWOS | I | NEW APPLICATION OFFICE SUPPLIED DATA ENTERED IN TRAM | 002 |
| 08/17/2021 | NWAP | I | NEW APPLICATION ENTERED IN TRAM | 001 |

CURRENT CORRESPONDENCE INFORMATION

| | |
|-------------------------|---|
| ATTORNEY | Marek Krizka |
| CORRESPONDENCE ADDRESS | MAREK KRIZKA 477 MADISON AVENUE, 6TH FLOOR NEW YORK, NY 10022 |
| DOMESTIC REPRESENTATIVE | NONE |

TREEDEFI

Trademark Snap Shot Amendment & Mail Processing Stylesheet
(Table presents the data on Amendment & Mail Processing Complete)

OVERVIEW

| | | | |
|---------------|------------------|---------------|---------------|
| SERIAL NUMBER | 90881203 | FILING DATE | 08/13/2021 |
| REG NUMBER | 0000000 | REG DATE | N/A |
| REGISTER | PRINCIPAL | MARK TYPE | TRADEMARK |
| INTL REG # | N/A | INTL REG DATE | N/A |
| TM ATTORNEY | CUMMINS, LANCE E | L.O. ASSIGNED | N20-NOT FOUND |

PUB INFORMATION

| | | | |
|----------------------|------------------------------|--------------------|-----|
| RUN DATE | 05/20/2022 | | |
| PUB DATE | N/A | | |
| STATUS | 680-APPROVED FOR PUBLICATION | | |
| STATUS DATE | 05/19/2022 | | |
| LITERAL MARK ELEMENT | TREEDEFI | | |
| DATE ABANDONED | N/A | DATE CANCELLED | N/A |
| SECTION 2F | NO | SECTION 2F IN PART | NO |
| SECTION 8 | NO | SECTION 8 IN PART | NO |
| SECTION 15 | NO | REPUB 12C | N/A |
| RENEWAL FILED | NO | RENEWAL DATE | N/A |
| DATE AMEND REG | N/A | | |

FILING BASIS

| FILED BASIS | | CURRENT BASIS | | AMENDED BASIS | |
|-------------|-----|---------------|-----|---------------|----|
| 1 (a) | YES | 1 (a) | YES | 1 (a) | NO |
| 1 (b) | YES | 1 (b) | YES | 1 (b) | NO |
| 44D | NO | 44D | NO | 44D | NO |
| 44E | NO | 44E | NO | 44E | NO |
| 66A | NO | 66A | NO | | |
| NO BASIS | NO | NO BASIS | NO | | |

MARK DATA

| | |
|-------------------------|---------------------------|
| STANDARD CHARACTER MARK | YES |
| LITERAL MARK ELEMENT | TREEDEFI |
| MARK DRAWING CODE | 4-STANDARD CHARACTER MARK |
| COLOR DRAWING FLAG | NO |

CURRENT OWNER INFORMATION

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|------------|-----------------------|
| PARTY TYPE | 10-ORIGINAL APPLICANT |
|------------|-----------------------|

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|-------------|--------------------------------------|
| NAME | TREEDEFI LTD |
| ADDRESS | 57A MABERLEY ROAD London, SE192JE |
| ENTITY | 99-Private Limited Company |
| CITIZENSHIP | United Kingdom |

GOODS AND SERVICES

| | |
|---------------------|---|
| INTERNATIONAL CLASS | 009 |
| DESCRIPTION TEXT | Computer software platforms, downloadable, for processing and managing blockchain operations; Downloadable computer application software for mobile phones, namely, software for processing and managing blockchain operations via a wallet app; Downloadable computer software for processing and managing blockchain operations; Downloadable computer software for blockchain-based inventory management; Downloadable computer software for managing cryptocurrency transactions using blockchain technology; Downloadable computer software development tools |
| INTERNATIONAL CLASS | 042 |
| DESCRIPTION TEXT | Authentication of data in the field of financial transaction using blockchain technology; Computer programming; Computer software development; Information technology consulting services; Providing temporary use of on-line non-downloadable software for accessing, reading, and tracking information in the field of financial transaction on a blockchain; Software design and development; Platform as a service (PAAS) featuring computer software platforms for managing financial transactions using blockchain; Software as a service (SAAS) services featuring software for managing financial transactions using blockchain |

GOODS AND SERVICES CLASSIFICATION

| | | | | | | | |
|---------------------|-----|----------------|------------|----------------------------|------------|--------------|----------|
| INTERNATIONAL CLASS | 009 | FIRST USE DATE | NONE | FIRST USE IN COMMERCE DATE | NONE | CLASS STATUS | 6-ACTIVE |
| INTERNATIONAL CLASS | 042 | FIRST USE DATE | 03/27/2021 | FIRST USE IN COMMERCE DATE | 04/01/2021 | CLASS STATUS | 6-ACTIVE |

MISCELLANEOUS INFORMATION/STATEMENTS

| | |
|------------------------|----|
| CHANGE IN REGISTRATION | NO |
|------------------------|----|

PROSECUTION HISTORY

| DATE | ENT CD | ENT TYPE | DESCRIPTION | ENT NUM |
|------------|--------|----------|--|---------|
| 05/19/2022 | CNSA | P | APPROVED FOR PUB - PRINCIPAL REGISTER | 008 |
| 05/19/2022 | XAEC | I | EXAMINER'S AMENDMENT ENTERED | 007 |
| 05/19/2022 | GNEA | O | NOTIFICATION OF EXAMINERS AMENDMENT E-MAILED | 006 |
| 05/19/2022 | GNEA | F | EXAMINERS AMENDMENT E-MAILED | 005 |
| 05/19/2022 | CNEA | R | EXAMINERS AMENDMENT -WRITTEN | 004 |
| 05/16/2022 | DOCK | D | ASSIGNED TO EXAMINER | 003 |
| 10/04/2021 | NWOS | I | NEW APPLICATION OFFICE SUPPLIED DATA ENTERED IN TRAM | 002 |
| 08/17/2021 | NWAP | I | NEW APPLICATION ENTERED IN TRAM | 001 |

CURRENT CORRESPONDENCE INFORMATION

| | |
|-------------------------|---|
| ATTORNEY | Marek Krizka |
| CORRESPONDENCE ADDRESS | MAREK KRIZKA 477 MADISON AVENUE, 6TH FLOOR NEW YORK, NY 10022 |
| DOMESTIC REPRESENTATIVE | NONE |

TREEDEFI

From: TMOfficialNotices@USPTO.GOV
Sent: Wednesday, June 8, 2022 04:36 AM
To: office@tramatm.com
Cc: igor@tramatm.com
Subject: Official USPTO Notification of Notice of Publication: U.S. Trademark SN 90881203: TREEDEFI

NOTIFICATION OF "NOTICE OF PUBLICATION"

Your trademark application (U.S. Serial No. 90881203) is scheduled to publish in the *Official Gazette* on Jun 28, 2022. To preview the Notice of Publication, go to the Trademark Status & Document Retrieval (TSDR) database, accessible at <https://tsdr.uspto.gov/search.action?sn=90881203>. If you have difficulty accessing the Notice of Publication, contact the Trademark Assistance Center (TAC) by e-mail at TrademarkAssistanceCenter@uspto.gov or by telephone at 800-786-9199.

PLEASE NOTE:

1. The Notice of Publication may not be immediately available but will be viewable within 24 hours of this e-mail notification.
2. You will receive a second e-mail on the actual "Publication Date," which will include a link to the issue of the *Official Gazette* in which the mark has published.

Please confirm that the correspondence information shown in TSDR is correct. If the correspondence information is not correct, please update this information using the online Change of Correspondence Address Form, accessible at <https://teas.uspto.gov/ccr/cca>.

Do NOT hit "Reply" to this e-mail notification. If you find an error in the Notice of Publication, update the information using the Post-Approval/Publication/Post-Notice of Allowance (NOA) Amendment Form, accessible at <https://teas.uspto.gov/office/ppa>.



UNITED STATES PATENT AND TRADEMARK OFFICE (USPTO)

Commissioner for Trademarks
www.uspto.gov

OFFICIAL USPTO NOTICE OF PUBLICATION UNDER 12(a)

U.S. Application Serial No. 90881203

Mark: TREEDEFI

International Class(es): 009, 042

Owner: TREEDEFI LTD

Docket/Reference No.

Issue Date: June 8, 2022

Your mark is scheduled to publish in the *Trademark Official Gazette (TMOG)* on June 28, 2022.

Your mark appears to be entitled to register on the Principal Register upon the acceptance of a statement of use, subject to any claims of concurrent use.

What happens when your mark publishes. Within 30 days of the publication date, any party who believes it will be damaged by the registration of the mark may file a notice of opposition (or extension of time) with the Trademark Trial and Appeal Board. If no objection is filed, we will issue a Notice of allowance.

View your mark in the TMOG after the publication date at <https://tmog.uspto.gov/> by selecting your publication date in the "issues" field, entering your serial number in the "search by" field, and clicking on the magnifying glass.

Ensure that the information in the TMOG is correct. If any information is incorrect, promptly request correction using the "Post-Approval/Publication/Post-Notice of Allowance (NOA) Amendment" form at <https://teas.uspto.gov/office/ppa/>. For more information, see <https://www.uspto.gov/trademark/trademark-updates-and-announcements/procedures-submitting-amendmentscorrections-trademark>.

Direct questions about this notice to the Trademark Assistance Center (TAC) at 1-800-786-9199 (select option 1) or TrademarkAssistanceCenter@uspto.gov.

Email Address(es):

office@tramatm.com
igor@tramatm.com

From: TMOOfficialNotices@USPTO.GOV
Sent: Tuesday, June 28, 2022 02:01 AM
To: office@tramatm.com
Cc: igor@tramatm.com
Subject: Official USPTO Notice of Publication Confirmation: U.S. Trademark SN 90881203: TREEDEFI

TRADEMARK OFFICIAL GAZETTE PUBLICATION CONFIRMATION

U.S. Serial Number: 90881203
Mark: TREEDEFI
International Class(es): 009, 042
Owner: TREEDEFI LTD
Docket/Reference Number:

The mark identified above has been published in the Trademark Official Gazette (TMOG) on Jun 28, 2022.

To Review the Mark in the TMOG:

Click on the following link or paste the URL into an internet browser: <https://tmog.uspto.gov/#issueDate=2022-06-28&serialNumber=90881203>

On the publication date or shortly thereafter, the applicant should carefully review the information that appears in the TMOG for accuracy. For corrections or amendments after publication, please use the Post-Approval/Publication/Post-Notice of Allowance (NOA) Amendment Form, accessible at <https://teas.uspto.gov/office/ppa>. For general information about this notice, please contact the Trademark Assistance Center at 1-800-786-9199.

Significance of Publication for Opposition:

- * Any party who believes it will be damaged by the registration of the mark may file a notice of opposition (or extension of time therefor) with the Trademark Trial and Appeal Board. If no party files an opposition or extension request within thirty (30) days after the publication date, then eleven (11) weeks after the publication date a notice of allowance (NOA) should issue. (Note: The applicant must file a complete Statement of Use or Extension Request with the required fees within six (6) months after the NOA issues to avoid abandonment of the application.)

To check the status of the application, go to https://tsdr.uspto.gov/#caseNumber=90881203&caseType=SERIAL_NO&searchType=statusSearch or contact the Trademark Assistance Center at 1-800-786-9199. Please check the status of the application at least every three (3) months after the application filing date.

To view this notice and other documents for this application on-line, go to https://tsdr.uspto.gov/#caseNumber=90881203&caseType=SERIAL_NO&searchType=documentSearch. NOTE: This notice will only become available on-line the next business day after receipt of this e-mail.

EXHIBIT 2

Dashboard

Domains → Details

Expiring / Expired

Domain List

Hosting List

Private Email

SSL Certificates

Apps

Profile

treedefi.com

| | Domain | Products | Sharing & Transfer | Advanced DNS | |
|--|--------|----------|--------------------|--------------|--|
|--|--------|----------|--------------------|--------------|--|

| | | | | |
|-------------------|--|---------------------------|-------------------------------------|--|
| STATUS & VALIDITY | <input checked="" type="checkbox"/> ACTIVE | Mar 7, 2021 - Mar 7, 2023 | <input type="checkbox"/> AUTO-RENEW | <input type="button" value="ADD YEARS"/> |
|-------------------|--|---------------------------|-------------------------------------|--|

| | | | | |
|------------------|--|---------------------------|-------------------------------------|--|
| Withheld/Privacy | <input checked="" type="checkbox"/> PROTECTION | Mar 7, 2021 - Mar 7, 2023 | <input type="checkbox"/> AUTO-RENEW | <input type="button" value="ADD YEARS"/> |
|------------------|--|---------------------------|-------------------------------------|--|

[HIDE DETAILS](#)

Forward to Registrant contact email address

Receiving at d73bbe0918334fd6bcc687048b671b59_protect@withheldforprivacy.com
This email will be automatically refreshed in the selected period

Automatically Refresh 30 days

Public Address Redacted for Privacy tel: +354 4212434
 Privacy service provided by Withheld for Privacy ehf. fax:
 Halkofnsvegur 2
 Reykjavik, Capital Region

| | |
|-------------------|---|
| PremiumDNS | <p>Enable PremiumDNS protection in order to switch your domain to our PremiumDNS platform. With our PremiumDNS platform, you get 100% DNS uptime and DDoS protection at the DNS level.</p> <input type="button" value="BUY NOW"/> |
|-------------------|---|

| | |
|--------------------|---|
| NAMESERVERS | <p>Custom DNS</p> <p>ns-1444.awsdns-52.org</p> <p>ns-1924.awsdns-48.co.uk</p> <p>ns-332.awsdns-41.com</p> <p>ns-701.awsdns-23.net</p> <input type="button" value="ADD NAMESERVER"/> |
|--------------------|---|

| | |
|------------------------|---|
| REDIRECT DOMAIN | <p>You can create redirects via your DNS provider or your Namecheap account. To perform this function from your account, you must first change your nameservers to Namecheap default. Learn How →</p> |
|------------------------|---|

| | |
|-----------------------|---|
| REDIRECT EMAIL | <p>You can create redirects via your DNS provider or your Namecheap account. To perform this function from your account, you must first change your nameservers to Namecheap default. Learn How →</p> |
|-----------------------|---|

| | |
|----------------------|---|
| PRIVATE EMAIL | <p>Our private cloud is a secure, reliable solution for your email needs. All of our Private Email plans come with a fast, lightweight webmail interface for managing your email, contacts and calendar.</p> <input type="button" value="BUY NOW"/> |
|----------------------|---|

| | |
|------------------------|--|
| DOMAIN CONTACTS | <p>Each domain registered must include contact details. These are stored in a public WHOIS database so that the domain owner can be contacted, as needed. We call them "Domain Contacts" (aka. Whois Contacts). Customers have the ability to edit them. Learn more about personal domain contacts</p> |
|------------------------|--|

Registrant Contacts
 Niccolo Mascaro
 viale somalia 289
 Rome; Rome 00199
 IT tel: +39 3343871678
 treeswapfinance@gmail.com

Administrator Contacts
 Niccolo Mascaro
 viale somalia 289
 Rome; Rome 00199
 IT tel: +39 3343871678
 treeswapfinance@gmail.com

Technical Contacts
 Niccolo Mascaro
 viale somalia 289
 Rome; Rome 00199
 IT tel: +39 3343871678
 treeswapfinance@gmail.com

Billing Contacts
 Niccolo Mascaro
 viale somalia 289
 Rome; Rome 00199
 IT tel: +39 3343871678
 treeswapfinance@gmail.com

| | |
|------------------------------|---|
| OTHER DOMAIN SETTINGS | <p>Parking Page <input checked="" type="checkbox"/> OFF <input type="button" value="TURN ON"/></p> <p>Sell Domain List a domain on the Marketplace <input type="button" value="SELL DOMAIN"/></p> |
|------------------------------|---|

EXHIBIT 3

TRADEMARK LICENSE AGREEMENT

No 01 from 13th June 2022

This Trademark License Agreement No 01 from 13th June 2022 (hereinafter referred to as – the “**Effective Date**”) (hereinafter referred to as – the “**Agreement**”) is concluded between:

NICCOLÒ MASCARO, passport No YB969737 issued by Ministero Affari Esteri e Cooperazione Internazionale, with a registered address at Viale Somalia 289, 00199, Rome (RM), hereinafter referred to as the “**Licensor**”, on the one hand, and

HASHDEV LTD, Company Number 14161313, whose address for the service of proceedings is at 71-75 Shelton Street Covent Garden, London, United Kingdom WC2H 9JQ, registered and acting according to the applicable legislation of United Kingdom, represented by its Director, Mr. Giampaolo Murabito, hereinafter referred to as the “**Licensee**”, on the other hand,

hereinafter collectively referred to as the “**Parties**” and each separately referred to as “**Party**”, acting voluntarily and fully realising the meaning and consequences of their acts, have entered into this Agreement on the following:

DISCLAIMER TO THE LICENSEE

This Agreement is a legal agreement between Licensor and Licensee for the Licensor’s Trademark. By using, copying, or otherwise representing the Trademark, the Licensee agrees to be bound by the terms of this Agreement.

WHEREAS, the Trademark is protected by copyright laws, international copyright treaties, and other intellectual property laws and treaties. The Trademark is licensed, not sold;

WHEREAS, the Licensee wishes to license the Trademark to use the Trademark by the Licensee in its business activity and represent the Trademark as its own brand;

NOW, THEREFORE, the Parties hereto agree as follows:

I. DEFINITIONS

“**Agreement**” means this Agreement, including any Exhibits and any amendments to this Agreement.

“**Business Day**” means any weekday other than a bank or public holiday in the United Kingdom.

“**Effective Date**” means the date of execution of this Agreement.

“**Intellectual Property Rights**” means all intellectual property rights where in the world, whether registrable or unregistrable, registered or unregistered, including any application or right of application for such rights and these Intellectual Property Rights include copyright and related rights, confidential information, trade secrets, know-how, business names, trade names, trade marks, service mark passing off rights, unfair competition right, patents, petty patents, utility models, semi-conductor topography rights and rights in designs.

“**Trademark**” means a unique symbol or word(s) representing a business, brand or product with a name
TREEDEFI.

II. GRANT OF LICENSE

- a. The subject of the Agreement, the Licensor grants to the Licensee a non-exclusive, non-transferable license to use the Trademark identified in Exhibit A to use and represent by the Licensee for its business activity purposes.
- b. The Licensee may use the Trademark in executable format for its own use and may translate or modify it or incorporate it into other graphics elements or words with the prior written approval of the Licensor. The Licensee may not, however, transfer or sublicense the Trademark to any third party, in whole or in part, in any form, whether modified or unmodified.

III. PERMITTED AND PROHIBITED USES

- a. The Licensee will use the Trademark only while the Licence is in effect, only in the Territory, and only in association with the Goods and Services. The Licensee will use the Trademark only in compliance with all applicable laws and regulations. Further, the Licensee will use the Trademark only in accordance with the policies, specifications, directions and standards of the Licensor (as to the character and/or quality of the Goods and Services with which the Trademark are to be used or otherwise) as may reasonably be stipulated by the Licensor to the Licensee from time to time, including but not limited to those restrictions set out in Exhibit A. The Licensee will not, directly or indirectly, use the Trademark in any other way and without limiting the foregoing, the Licensee will not use the Trademark as part of any composite trademark, that is, in close proximity or in combination with any trademark(s) held by the Licensee or any third party. The Licensor will notify the Licensee of any changes or alterations made to any of the Trademark from time to time during the term of this Agreement, and within thirty (30) days of receipt of such notice, or as soon as reasonably practical, whichever is earlier, the Licensee will ensure that all of its usage of any Trademark so changed or altered complies with any such notice given.

IV. CONSIDERATION TO LICENSOR

- a. The Licensee has a license for using and providing business activity under the Trademark on a complimentary basis. The Licensee shall not pay any fees, royalties, taxes, and any other payments related to the use of the Trademark.

V. PROPRIETARY RIGHTS

- a. The Licensee recognises that the Licensor regards the Trademark as an Intellectual Property of the Licensor.
- b. The Licensee agrees not to provide or otherwise make available the Trademark to anyone other than employees and/or contractors of the Licensee without the Licensor's prior written consent.
- c. The Licensee further agrees to treat the Trademark with at least the same degree of care as the Licensee treats its own confidential information and in no event with less care than is reasonably required to protect the Intellectual Property of the Licensor on the Trademark.

VI. CONFIDENTIALITY

- a. The Licensee covenant and undertake that all information, written or oral, relating to the Licensor's business, the Licensor's products, Trademark, designs, inventions, discoveries, processes, models and/or trade and business secrets or other matters connected with the products or services, disclosed to him by the Licensor, or which otherwise became known to him in connection with the performance of his obligations hereunder (the "**Confidential Information**"), shall be maintained by him in full and absolute confidence, and he shall not use such Confidential Information, directly or indirectly, in whole or in part, for any purpose whatsoever except as specifically and explicitly authorised by the Licensor. The Licensee's undertaking hereunder shall not apply to information in, or becomes part of, the public domain or known by the Licensee before the time of disclosure, as evidenced by written records.
- b. The Licensee shall be obligated to take all necessary and appropriate measures to prevent the unauthorised disclosure of such Confidential Information to any third party, using the same degree of care, but no less than a reasonable degree of care the Licensor uses to protect its own confidential information.
- c. Upon the Licensor's request, the Licensee shall return to the Licensor all Confidential Information, including all records, Trademark, products and samples received, and any copies thereof, as well as any notes, memoranda or other writings or documentation which contain or pertain to the Confidential Information, or any portion thereof, and shall erase all electronic records thereof.

VII. TERM AND TERMINATION

- a. This Agreement shall come into force upon the Effective Date.
- b. This Agreement shall continue for twelve (12) calendar months from the Effective Date. After this term, the Agreement shall terminate automatically if the Parties do not continue the Agreement by the common writer resolution by 15 (fifteen) days' written notice prior to the termination date of this Agreement.
- c. The Licensor has the right to terminate this Agreement if the Licensee is in default in any of the terms and conditions of this Agreement and fails to correct such default within fourteen (14) days after written notice thereof from the Licensor.
- d. In the event of termination, the Licensee will immediately discontinue using the Trademark. Within one (1) month after termination of this Agreement, the Licensee will furnish to the Licensor a certificate certifying that using the Trademark by the Licensee is terminated.

VIII. DELIVERY OF THE TRADEMARK

- a. The Licensor shall deliver the Trademark in a usable online format to use the Trademark for the purpose of the Licensee's business activity via email.

IX. WARRANTIES

- a. The Licensor warrants to the Licensee that it has the legal right and authority to enter into this Agreement and perform its obligations under it.
- b. The Licensor warrants to the Licensee the following:
 - the Trademark as provided will not confront with respect to the Exhibit; and
 - the Trademark will be supplied free of defects.
- c. The Licensor warrants to the Licensee that the Trademark, when used by the Licensee in accordance with this Agreement, will not breach any laws, statutes, or regulations applicable under English law and the legislation of the United Kingdom.

- d. The Licensor warrants to the Licensee that the Trademark, when used by the Licensee in accordance with this Agreement, will not infringe the Intellectual Property of any third party in any jurisdiction and under any applicable law.
- e. If the Licensor reasonably determines, or any third party alleges, that the use of the Trademark by the Licensee in accordance with this Agreement infringes any person's Intellectual Property Rights, the Licensor may be acting reasonably at its own cost and expense:
- modify the Trademark in such a way that it no longer infringes the relevant Intellectual Property Rights, providing that any such modifications must not introduce any Trademark defects into the Trademark and must not result in the Trademark failing to confront Exhibit.
 - procure for the Licensee the right to use the Trademark in accordance with this Agreement.
- f. The Licensee warrants to the Licensor that it has the legal right and authority to enter into this Agreement and perform its obligations under it.
- g. All the Parties' warranties and representations in respect of the subject matter of this Agreement are expressly set out in this Agreement. To the maximum extent permitted by applicable law, no other warranties or representations concerning this Agreement's subject matter will be implied in this Agreement or any related contract.

X. ACKNOWLEDGEMENTS AND WARRANTY LIMITATIONS

- a. The Licensee acknowledges that the Licensor will not provide any legal, financial, accountancy or taxation advice under this Agreement or in relation to the Trademark; and, except to the extent expressly provided otherwise in this Agreement, the Licensor does not warrant or represent that the Trademark or the use of the TradeTrademark by the Licensee will not give rise to any legal liability on the part of the Licensee or any other person.
- b. The Licensor licenses, and the Licensee accepts the licensed Trademark "AS IS".

XI. INTELLECTUAL PROPERTY

- a. The Licensee acknowledges the Licensor's exclusive right, title and interest in any and all of the technical information and know-how including existing and future inventions, modifications, extensions, enhancements, improvements and discoveries, technology, documented ideas, trade secrets, copyrightable works and mask works (whether or not registered), the Trademark, devices, processes, procedures, designs, software, systems, specifications, recipes, formulas, preparation methods, designs, developments, devices or methods (whether patented or able to be patented and whether or not reduced to practice) and all patents, copyright, tradeTrademark, service Trademark, database rights (whether registered or unregistered) and all registrations and applications for registration related to such rights and all other intellectual or industrial property rights, which exist or subsist or will exist or subsist now or in the future in any part of the world regarding the products, software and other technology which the Licensor shall provide in respect to the Licensee under this Agreement and regarding the work-product (the "**Intellectual Property**"). The Licensee acknowledges that it has no rights, title, or interest in the Intellectual Property apart from the right to use such Intellectual Property as is provided by the Licensor as set out in this Agreement. The Licensee shall do all things necessary to protect the Licensor's rights as set out in this Agreement and, upon request, shall, amongst other requested actions or things, execute any documents confirming the Licensor's ownership of such rights and otherwise required to protect the Licensor's ownership of such rights.
- b. The Licensee agrees that it shall not attempt to register the Intellectual Property in any country or permit any of its affiliates to do so.
- c. The Licensee agrees not to have any business relation nor to cooperate in any way with any third party that infringes the Licensor's Intellectual Property rights and/or with any party that the Licensor sue for infringement of Intellectual Property rights in any territory in the world.

XII. PATENT AND COPYRIGHT INDEMNITY

- a. The Licensor will defend any action brought against the Licensee at its own expense to the extent it is based on a claim that the Trademark used within the scope of the license granted hereunder infringes the United Kingdom copyright or other proprietary rights of a third party. The Licensor will pay any costs, damages or attorney fees finally awarded against the Licensee in such action which is attributable to such claim, provided the Licensor is promptly notified in writing of such claim, may control the defence and/or settlement of such claim, and is provided with all requested assistance, information, and authority.
- b. In the event that the Trademark becomes, or in the Licensor's opinion is likely to become, the subject of a claim of infringement of the United Kingdom copyright or trade secret, the Licensor may, at its option, either secure the Licensee's right to continue using the Trademark, replace or modify the Trademark to make them not infringing or provide the Licensee with a refund of the license fee less depreciation on a (five) 5 year, straight-line basis. The Licensor shall have no liability for any claim of the copyright or trade secret infringement based on the use of the Trademark in any form other than the original, unmodified form provided to the Licensee, Trademark not supplied by the Licensor where the used Trademark alone in their original, unmodified form would not constitute an infringement. The foregoing states the Licensee's entire liability for infringement or claims of infringement of patents, copyrights, or other intellectual property rights.

XIII. NO ASSIGNMENT OF INTELLECTUAL PROPERTY

- a. Nothing in this Agreement shall operate to assign or transfer any Intellectual Property Rights from the Licensor to the Licensee or from the Licensee to the Licensor.

XIV. LIMITATION OF LIABILITY

- a. In no event shall the Licensor be liable for indirect, incidental, special, or consequential damages, including loss of use, profits, or interruption of business, however, caused or on any theory of liability.
- b. Nothing in this Agreement will:
- Limit or exclude any liability for fraud or fraudulent misrepresentation; and
 - Limit any liabilities in any way that is not permitted under applicable law.

XV. NOTICES

- a. All notices in connection with this Agreement shall be in writing and may be given by certified, registered, or first-class mail or personally delivered at the address set forth on the front page.
- b. For purposes of this Agreement, a notice shall be deemed effective upon the Licensor sending it to the Licensee's official email.
- c. The Licensor's official email and contact details:
Email: niccolo.mas@gmail.com
Contact phone number: +393278818064
Authorised person: Niccolò Mascaro
- d. The Licensee's official email and contact details:
Email: info@hashdev.net
Contact phone number: +41765807379
Authorised person: Giampaolo Murabito

XVI. SEVERABILITY

a. If any provision of this Agreement is deemed invalid or unenforceable, the remainder shall remain in force as if such provision were not a part.

XVII. GOVERNING LAW

a. This Agreement shall be governed and interpreted by the laws of the United Kingdom. The United Kingdom shall be the appropriate venue jurisdiction for resolving any disputes.
b. Both Parties hereby consent to such personal and exclusive jurisdiction.

XVIII. NON-ASSIGNMENT

a. This Agreement and the licenses granted by it may not be assigned, sublicensed, or otherwise transferred by the Licensee without the prior written consent of the Licensor.

XIX. ENTIRE AGREEMENT

a. This Agreement sets forth the entire understanding between the parties with respect to the subject matter of this Agreement and merges and supersedes all prior agreements, discussions, and understandings, express or implied, concerning such matter. This Agreement shall take precedence over any additional or conflicting terms which may be contained in the Licensee's order or the Licensor's order acknowledgement forms.
b. This Agreement is signed in two authentic copies in English, with equal legal power, one copy for each Party.
c. The Agreement can be signed through online e-signature services, and the e-signed Agreement has the same legal effect as the Agreement signed in writing.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the Effective Date.

XX. REQUISITES AND SIGNATURES

THE LICENSOR

THE LICENSEE



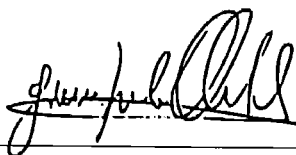


EXHIBIT A
TO TRADEMARK LICENSE AGREEMENT
No 01 from 13th June 2022

This Exhibit A to Trademark License Agreement No 01 from 13th June 2022 (hereinafter referred to as – “**Agreement**”) is concluded between:

NICCOLÒ MASCARO, passport No YB969737 issued by Ministero Affari Esteri e Cooperazione Internazionale, with a registered address at Viale Somalia 289, 00199, Rome (RM),, hereinafter referred to as the “**Licensor**”, on the one hand, and

HASHDEV LTD, Company Number 14161313, whose address for the service of proceedings is at 71-75 Shelton Street Covent Garden, London, United Kingdom WC2H 9JQ, registered and acting according to the applicable legislation of United Kingdom, represented by its Director, Giampaolo Murabito, hereinafter referred to as the “**Licensee**”, on the other hand,

hereinafter collectively referred to as the “**Parties**” and each separately referred to as “**Party**”, acting voluntarily and fully realising the meaning and consequences of their acts, have entered into this Exhibit A on the following:

1. The Parties agree to share the license of the following Trademark:

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2. The Licensee has the right to use the Trademark only on the Territory of the United Kingdom (hereinafter referred to as “**Territory**”).
3. This Exhibit A is signed in two authentic copies in English, with equal legal power, one copy for each Party.
4. This Exhibit A can be signed through online e-signature services, and the e-signed Exhibit A has the same legal effect as Exhibit A signed in writing.

IN WITNESS WHEREOF, the Parties have caused this Exhibit A to be executed as of the Effective Date.

XXI. REQUISITES AND SIGNATURES

THE LICENSOR

THE LICENSEE



