

ESTTA Tracking number: **ESTTA1255084**

Filing date: **12/19/2022**

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

Proceeding no.	91281581
Party	Defendant Grit It Done LLC
Correspondence address	JOSHUA M. GERBEN, ESQ. GERBEN PERROTT, PLLC 1050 CONNECTICUT AVE NW, SUITE 500 WASHINGTON, DC 20036 UNITED STATES Primary email: jgerben@gerbenlawfirm.com Secondary email(s): filings@gerbenlawfirm.com No phone number provided
Submission	Other Motions/Submissions
Filer's name	Chad C. Jalandoni, Esq.
Filer's email	cjalandoni@gerbenlawfirm.com, jgerben@gerbenlawfirm.com, eperrott@gerbenlawfirm.com, filings@gerbenlawfirm.com
Signature	/Chad C. Jalandoni, Esq./
Date	12/19/2022
Attachments	GRIT IT DONE_Amended Motion to Substitute and Extend.pdf(527780 bytes)

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

GIT-R-DONE PRODUCTIONS INC.,

Opposer,

v.

Grit It Done LLC,

Applicant,

Opposition No.: 91281581

Mark: GRIT IT DONE

Serial No: 90770977

**APPLICANT’S REVISED MOTION TO SUBSTITUTE, RECAPTION & EXTEND
TIME TO ANSWER AND TRIAL DATES**

On August 25th, 2022, Giddings Hawkins Maintenance Service LLC and Reid Tileston recorded a trademark assignment (the “Assignment”) with the United States Patent and Trademark Office’s assignment branch. The Assignment states that Reid Tileston and Gidding Hawkins Maintenance Service LLC assigned their collective rights in the GRIT IT DONE trademark to Gidding Hawkins Maintenance Service LLC, in full. A motion to substitute a party, based on a transfer of title, is routinely granted under the provisions of Fed. R. Civ. P. 15. *See Raker Pain Factory v. United Lacquer Mfg. Corp.* 141 USPQ 407 (TTAB 1964). Concurrently, Giddings Hawkins Maintenance Service LLC recorded a name from Giddings Hawkins Maintenance Service LLC to Grit It Done LLC. As the sole owner of the trademark *before* the date Opposer filed its Notice of Opposition, Grit It Done LLC asks that it be substituted in this case as the defendant/applicant and that the TTAB grant its motion to extend. These documents are attached as **Exhibit A**.

MOTION TO EXTEND

Grit It Done LLC (“Applicant”) respectfully requests that the Board extend the time to answer and discovery and trial dates by thirty (30) days as set forth below:

	Current Schedule	Proposed Schedule
Time to Answer	12/12/2022	01/11/2023
Deadline for Discovery Conference	01/11/2023	02/10/2023
Discovery Opens	01/11/2023	02/10/2023
Initial Disclosures Due	02/10/2023	03/12/2023
Expert Disclosures Due	06/10/2023	07/10/2023
Discovery Closes	07/10/2023	08/09/2023
Plaintiff's Pretrial Disclosures Due	08/24/2023	09/23/2023
Plaintiff's 30-day Trial Period Ends	10/08/2023	11/07/2023
Defendant's Pretrial Disclosures Due	10/23/2023	11/22/2023
Defendant's 30-day Trial Period Ends	12/07/2023	01/06/2024
Plaintiff's Rebuttal Disclosures Due	12/22/2023	01/21/2024
Plaintiff's 15-day Rebuttal Period Ends	01/21/2024	02/20/2024
Plaintiff's Opening Brief Due	03/21/2024	04/20/2024
Defendant's Brief Due	04/20/2024	05/20/2024
Plaintiff's Reply Brief Due	05/05/2024	06/04/2024
Request for Oral Hearing (optional) Due	05/15/2024	06/14/2024

Applicant needs additional time to discuss with counsel and review the claims made in the Opposer's November 2, 2022, Notice of Opposition. Applicant's counsel was in phone discussions on Thursday, December 8, 2022, with opposing counsel regarding discussing the claims and Applicant requested a consent motion to extend the time to answer, but opposing counsel denied that request from Applicant.

Applicant believes that the particularity of these facts are said to constitute good cause for the requested extension. This request is not due to the party's own lack of diligence or unreasonable delay in taking the required action during the time previously allotted therefor. Thus, the Applicant's submits then that good cause has been shown. *See* Fed. R. Civ. P. 6(b), TBMP Section 509.01(a).

Applicant does not believe that this extension would prejudice the Opposer, as the parties are in the initial stages of this proceeding. Applicant asks that this extension be granted according to the proposed trial schedule above.

Respectfully submitted,

Date: December 19, 2022

A handwritten signature in black ink, appearing to read 'J. Gerben', with a long horizontal flourish extending to the right.

Josh Gerben, Esq.
Chad C. Jalandoni, Esq.
Attorneys for Applicant
Gerben Perrott, PLLC
1050 Connecticut Ave NW Suite 500
Washington, DC 20036
Phone: (202) 294-2287
Email: jgerben@gerbenlawfirm.com
cjalandoni@gmail.com

CERTIFICATE OF SERVICE

I hereby certify that on December 19, 2022, a true and correct copy of the foregoing APPLICANT'S MOTION TO SUBSTITUTE AND TO EXTEND DATES is being served by electronic mail on Opposer as shown in the correspondence record in the Office, as follows:

HERMAN HUDSON, ESQ.
hh@hudsonlegalstudio.com

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'J. Gerben', written in a cursive style.

Dated: December 19, 2022

Josh Gerben, Esq.
Chad C. Jalandoni, Esq.
Attorneys for Applicant
Gerben Perrott, PLLC
1050 Connecticut Ave NW Suite 500
Washington, DC 20036
Phone: (202) 294-2287
Email: jgerben@gerbenlawfirm.com
cjalandoni@gmail.com



[Assignments on the Web](#) > [Trademark Query](#)

Trademark Assignment Details

Reel/Frame: [7857/0944](#)

Recorded: 08/25/2022

Pages: 2

Conveyance: CHANGE OF NAME

Total properties: 1

1	Serial #: 90770977	Filing Dt: 06/12/2021	Reg #: NONE	Reg. Dt:
	Mark: GRIT IT DONE			

Assignor

1	GIDDINGS HAWKINS MAINTENANCE SERVICE LLC	Exec Dt: 05/31/2022
		Entity Type: LIMITED LIABILITY COMPANY
		Citizenship: WISCONSIN

Assignee

1	GRIT IT DONE LLC	Entity Type: LIMITED LIABILITY COMPANY
	PO BOX 14067	Citizenship: WISCONSIN
	WEST ALLIS, WISCONSIN 53214	

Correspondence name and address

CHAD C. JALANDONI, ESQ.
1050 CONNECTICUT AVE
SUITE 500
WASHINGTON, DC 20036

If you have any comments or questions concerning the data displayed, contact PRD / Assignments at 871-272-3350. v.2.6
Web interface last modified: August 25, 2017 v.2.6

Search Results as of: 12/19/2022 12:55 PM



Trademark Assignment Details

Reel/Frame: [7831/0978](#)

[View Recorded Assignment](#)

Pages: 2

Recorded: 08/25/2022

Conveyance: ASSIGNS THE ENTIRE INTEREST

Total properties: 1

1	Serial #: 90770977	Filing Dt: 06/12/2021	Reg #: NONE	Reg. Dt:
	Mark: GRIT IT DONE			

Assignors

1	TILESTON, REID L	Exec Dt: 08/13/2022
		Entity Type: INDIVIDUAL
		Citizenship: UNITED STATES
2	GIDDINGS HAWKINS MAINTENANCE SERVICE LLC	Exec Dt: 08/13/2022
		Entity Type: LIMITED LIABILITY COMPANY
		Citizenship: WISCONSIN

Assignee

1	GIDDINGS HAWKINS MAINTENANCE SERVICE LLC	Entity Type: LIMITED LIABILITY COMPANY
	PO BOX 14067	Citizenship: WISCONSIN
	WEST ALLIS, WISCONSIN 53214	

Correspondence name and address

CHAD C. JALANDONI, ESQ.
1050 CONNECTICUT AVE
SUITE 500
WASHINGTON, DC 20036

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM751250

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Reid L Tileston		08/13/2022	INDIVIDUAL: UNITED STATES
Giddings Hawkins Maintenance Service LLC		08/13/2022	Limited Liability Company: WISCONSIN
RECEIVING PARTY DATA			
Name:	Giddings Hawkins Maintenance Service LLC		
Street Address:	PO Box 14067		
City:	West Allis		
State/Country:	WISCONSIN		
Postal Code:	53214		
Entity Type:	Limited Liability Company: WISCONSIN		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	90770977	GRIT IT DONE	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	cjalandoni@gerbenlawfirm.com		
Correspondent Name:	Chad C. Jalandoni, Esq.		
Address Line 1:	1050 Connecticut Ave		
Address Line 2:	Suite 500		
Address Line 4:	Washington, D.C. 20036		
NAME OF SUBMITTER:	Chad C. Jalandoni, Esq.		
SIGNATURE:	/Chad C. Jalandoni, Esq./		
DATE SIGNED:	08/25/2022		
Total Attachments: 1			
source=GRIT IT DONE - Trademark Assignment#page1.tif			

OP \$40.00 90770977

TRADEMARK ASSIGNMENT

This Trademark Assignment (“Assignment”) is made by and between Reid L Tileston (“Tileston”), a United States citizen with a mailing address of PO Box 14067, West Allis, WI 53214, and, Giddings Hawkins Maintenance Service LLC (“Giddings Hawkins”), a Wisconsin limited liability company with a business mailing address of PO Box 14067, West Allis, WI 53214.

RECITALS

WHEREAS, Tileston and Giddings Hawkins (“Parties”) are co-owners of the trademark and trademark application for the following federal trademark:

GRIT IT DONE (Serial No. 90770977) (referred to hereafter as the “Application”); and

WHEREAS, the intention of the Parties is to assign and transfer to Giddings Hawkins all of its rights, titles, goodwill and interest in the GRIT IT DONE mark and associated Application (collectively referred to hereafter as the “Trademark”); and

WHEREAS, Giddings Hawkins is desirous of acquiring any and all rights that the Parties may have in and to the Trademark in the United States, together with the goodwill of the business in connection with which the Trademark is used and which is symbolized by the Trademark, along with the right to recover for damages and profits for past infringements thereof;

NOW THEREFORE, in consideration of the foregoing recitals and mutual promises contained herein, the Parties hereby agree as follows:

1. Assignment. The Parties do hereby assign and transfer to Giddings Hawkins: (1) all the property, right, title and interest in and to the Trademark including all common law rights connected therein together with the registrations therefor for the United States with the goodwill of the business in connection with which the Trademark is used and which is symbolized by the Trademark; (2) all income, royalties, and damages hereafter due or payable to the Parties with respect to the Trademark, including without limitation, damages, and payments for past or future infringements and misappropriations of the Trademark; and (3) all rights to sue for past, present and future infringements or misappropriations of the Trademark.
2. Acceptance. Giddings Hawkins hereby accepts the foregoing assignment.
3. Consideration. The consideration to be paid by Giddings Hawkins for the assignment of the Trademark shall be TEN DOLLARS (\$10.00).

The Parties have executed this Agreement as of August 13, 2022 (date).

Reid L Tileston

Giddings Hawkins Maintenance Service LLC

Signature: *Reid Tileston*

Signature: *Reid Tileston*

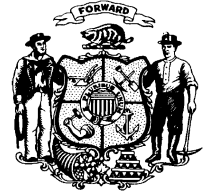
Printed Name: Reid Tileston

Printed Name: Reid Tileston

Title: President

DFI/CORP/30
DOCUMENT
2022

United States of America
State of Wisconsin



DEPARTMENT OF FINANCIAL INSTITUTIONS

To All to Whom These Presents Shall Come, Greeting:

I, Michelle Knuese, Administrator, Division of Corporate and Consumer Services, Department of Financial Institutions, do hereby certify that the annexed copy has been compared with the document on file in the Corporation Section of the Division of Corporate & Consumer Services of this department, and that the same is a true copy thereof; and that I am the legal custodian of said document, and that this certification is in due form.



IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the official seal of the Department.

A handwritten signature in black ink, appearing to read "Michelle Knuese".

MICHELLE KNUESE, Administrator
Division of Corporate and Consumer Services
Department of Financial Institutions

A handwritten signature in blue ink, appearing to read "Deavon Connaher".

Date: 8/4/2022

By: Deavon Connaher



Corporations Bureau

Form 504 - Limited Liability Company Articles of Amendment

Name of Limited Liability Company

Entity Name or Entity Id: GIDDINGS HAWKINS MAINTENANCE
SERVICE LLC
Entity ID: L064647

Entity Name Amendment

The text of the amendment to the articles of organization amends the name of limited liability company: Yes

The Name of the LLC is amended to be: Grit It Done LLC

Registered Agent Name Amendment

The text of the amendment to the articles of organization amends the name of the Registered Agent: No

The Registered Agent name is amended to:

Name of Entity:

Registered Agent Address Amendment

The text of the amendment to the articles of organization amends the street address of the Registered Agent. Yes

The Registered Agent address is amended to:

Street Address: 640 W. Moreland Blvd

Address 2:

City: Waukesha

State: WI

Zip Code: 53188

Management Change

The text of the amendment to the articles of organization amends the management of the Limited Liability Company: No

The management of the limited liability company is: (left blank)

Adoption

Amendment(s) to the Articles of Organization was adopted by the vote required under s. 183.0404 Yes

(2).

Drafter

This document was drafted by: Kevin L. Bublitz

Signature

Title: Attorney-in-fact

Date: 05/31/2022

I understand that checking this box constitutes a legal signature: Yes

Signatory's Name: Kevin L. Bublitz

Delayed Effective Date (Optional)

This document will be effective on the date it is received by the department unless a delayed (future) date is included here.

(Optional) This document has a delayed effective date of:

Contact Information (Optional)

Name: Kevin L. Bublitz

Address: 640 W. Moreland Blvd

City: Waukesha

State: WI

Zip Code: 53188

Phone Number: 2628271700

Email Address: kbublitz@sbe-law.com

Endorsement

FILED

Received Date: 05/31/2022