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

Proceeding	92049854
Party	Plaintiff National Envelope - WH LLC
Correspondence Address	LISA A DUNNER DUNNER LAW PLLC 3243 P STREET, N.W. WASHINGTON, DC 20007 UNITED STATES ldunner@dunnerlaw.com,asikich@dunnerlaw.com
Submission	Motion to Join/Substitute Party
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Date	11/22/2010
Attachments	corrected Motion to Substitute.pdf (9 pages)(272173 bytes)

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

)	
NATIONAL ENVELOPE – WH LLC,)	
Petitioner,)	Cancellation No. 92049854
vs.)	U.S. Trademark Reg. No. 3,459,904
)	Mark: PULL & SEAL
)	
STAPLES THE OFFICE SUPERSTORE, LLC,)	
Respondent.)	

MOTION TO SUBSTITUTE PETITIONER

Petitioners National Envelope – WH LLC (“National Envelope”) and NE Opco, Inc., a Delaware corporation located at 3211 Internet Boulevard, Suite 200, Frisco, Texas 75034 (“NE Opco”), the successor in interest to National Envelope in this proceeding, hereby move for an order substituting NE Opco as the party Petitioner, pursuant to TBMP §512.01.

In support of this Motion, Petitioners submit the following:

National Envelope filed its Petition for Cancellation in this proceeding on August 19, 2008 to seek the cancellation of Respondent’s U.S. Registration No. 3,459,904 (“Respondent’s Trademark”) on the basis of priority and likelihood of confusion. In support of its petition, National Envelope pleaded U.S. Registration No. 924,722 for its mark PEEL & SEEL (“Petitioner’s Trademark”), in which National Envelope owned all right, title and interest at the time it commenced this proceeding.

On June 10, 2010, National Envelope and affiliated entities filed in the United States Bankruptcy Court for the District of Delaware (“Bankruptcy Court”) voluntary petitions for relief under Chapter 11 of Title 11 of the United States Code. On August 23, 2010, the Bankruptcy Court approved the sale of substantially all of the assets of National Envelope to NE Opco. Included as part of the assets was all right, title and interest in and to Petitioner’s Trademark, which was assigned from National Envelope to NE Opco on September 7, 2010. A copy of the trademark assignment is attached as **Exhibit A**. This assignment was recorded with the U.S. Patent and Trademark Office on September 9, 2010 on Reel/Frame 4275/0615.

Because National Envelope’s rights in Petitioner’s Trademark have now been sold and assigned to NE Opco, this proceeding no longer involves claims by or against National Envelope or any assets of National Envelope. Accordingly, Petitioners respectfully submit that the substitution of NE Opco for National Envelope is appropriate, and therefore, Petitioners respectfully request that the Motion to Substitute Petitioner be granted.

Respectfully submitted,

NATIONAL ENVELOPE – WH LLC

and

NE OPCO, INC.

Dated: November 22, 2010

By: 

Lisa A. Dunner
Adam W. Sikich
DUNNER LAW PLLC

3243 P Street, N.W.
Washington, D.C. 20007
Telephone: (202) 298-6002
Facsimile: (202-403-3030

Attorneys for Petitioner

EXHIBIT A

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Trademark Assignment"), dated as of September 7, 2010, is made and entered into by and between National Envelope – WH LLC, a limited liability corporation formed under the laws of the State of New York ("Assignor"), and NE Opco, Inc., a corporation formed under the laws of the State of Delaware ("Assignee").

WHEREAS, Assignor and Assignee have entered into an Assignment of Intellectual Property, dated as of the date hereof (the "Assignment of Intellectual Property"), pursuant to which Assignor has agreed to assign to Assignee the Assigned Marks (as defined below).

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assigned Marks.

"Assigned Marks" means the trademarks, service marks, trade dress, trade names, brands, slogans, logos, corporate names and all other indicia of origin, together with all translations, adaptations, derivations and combinations of any of the foregoing, which are listed on Attachment 1 attached hereto, including, without limitation, the registrations and applications therefor listed on Attachment 1 attached hereto.

2. Assignment.

Assignor hereby assigns, transfers, sells and conveys to Assignee all of its rights, title and interest throughout the world in and to the Assigned Marks, and the registrations and applications therefor and any renewals and extensions of any of the foregoing, together with the goodwill symbolized by any of the Assigned Marks and all rights, claims and privileges pertaining to any of the Assigned Marks, including, without limitation, the right to sue and recover damages for past, present and future infringement of any of the Assigned Marks, and the right to prosecute and maintain trademark and service mark registrations and applications for any of the Assigned Marks.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned have caused this Trademark Assignment to be duly executed and delivered as of the date first set forth above.

ASSIGNOR:

NATIONAL ENVELOPE - WH LLC

By: _____

Name:

Mark G. Samson

Title:

Co-Chief Restructuring Officer

ASSIGNEE:

NE OPCO, INC.

By: _____

Name:

Title:

IN WITNESS WHEREOF, the undersigned have caused this Trademark Assignment to be duly executed and delivered as of the date first set forth above.


ASSIGNOR:

NATIONAL ENVELOPE - WH LLC

By: _____
Name: Mark G. Samson
Title: Co-Chief Restructuring Officer

ASSIGNEE:

NE OPCO, INC.

By:  _____
Name: Steve Fisher
Title: Vice President

ATTACHMENT 1

ASSIGNED MARKS

Trademark Name	Country/State	Serial No.	Filing Date	Registration No.	Registration Date
BRILLIANT HOLIDAY COLLECTION	Canada	1,142,749	04-JUN-2002	TMA601,132	02-FEB-2004
FLAKJACKET	Canada	1,142,747	04-JUN-2002	TMA603,519	27-FEB-2004
KENTKRAFT	Canada	1,142,176	29-MAY-2002	TMA597,700	16-DEC-2003
KENTWOVE	Canada	1,142,750	04-JUN-2002	TMA601,953	11-FEB-2004
LUXOR	Canada	1,142,751	04-JUN-2002	TMA602,876	20-FEB-2004
ORDER-VELOPE	United States	71/488,709	19-SEP-1945	0,427,247	04-FEB-1947
PEEL & SEEL	United States	72/367,780	12-AUG-1970	0,924,722	30-NOV-1971
PERFECT VISION	Canada	1,142,752	04-JUN-2002	TMA602,807	20-FEB-2004
PRESERVATION WOVE	Canada	1,142,753	04-JUN-2002	TMA604,128	04-MAR-2004
PRINTS COLLECTION	Canada	1,142,754	04-JUN-2002	TMA607,810	16-APR-2004
TX3	Canada	1,142,755	04-JUN-2002	TMA604,129	04-MAR-2004
WILLIAMHOUSE	European Union Community Trademark (CTM)	528364	06-MAY-1997	528364	30-MAR-1999

CERTIFICATE OF SERVICE

I certify that on November 22, 2010 the foregoing MOTION TO SUBSTITUTE
PETITIONER was served via email by agreement to the following address:

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