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Filing date: **10/03/2016**

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

Proceeding	92064262
Party	Defendant HealthSmart Holdings, Inc.
Correspondence Address	HEALTHSMART HOLDINGS INC 222 W LAS COLINAS BLVD , SUITE 600N IRVING, TX 75039 UNITED STATES
Submission	Motion to Join/Substitute Party
Filer's Name	D. Whitlow Bivens
Filer's e-mail	w.bivens@mpglaw.com
Signature	/D. W. Bivens/
Date	10/03/2016
Attachments	Motion to Substitute.pdf(140823 bytes )

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

Tribal-care Insurance LLC,

Petitioner,

v.

HealthSmart Holdings, Inc.,

Registrant.

**Cancellation No. 92064262**

Registration Nos. 4062744, 4054829  
Marks: TRIBALCARE and TRIBALCARE  
POWERED BY HEALTHSMART

**MOTION TO SUBSTITUTE NAME OF  
REGISTRANT**

Registrant hereby moves to substitute Alliant Specialty Insurance Services, Inc. (“Alliant”) in place of HealthSmart Holdings, Inc. (“HealthSmart”) in the above proceedings.

HealthSmart has assigned all rights, title, interest and goodwill (including Registration No. 4,062,744) in the TRIBALCARE mark to Alliant. A copy of that assignment is attached hereto as Exhibit 1. The original of the attached assignment was filed with the United States Patent and Trademark Office for recording on October 3, 2016. A copy of the Confirmation Receipt is attached hereto as Exhibit 2.

Pursuant to the Trademark Trial and Appeal Board Manual of Procedure section 512.01, “When there has been an assignment of a mark that is the subject of, or relied upon in, an inter partes proceeding before the Board, the assignee may be joined or substituted, as may be appropriate, upon motion granted by the Board, or upon the Board’s own initiative.” Further, Federal Rules of Civil Procedure also allows such a substitution. Rule 25(c) states, “If an interest is transferred, the action may be continued by or against the original party unless the court, on motion, orders the transferee to be substituted in the action or joined with the original party.” *See also, Societe des Produits Nestle, S.A. v. Basso Fedele & Figli, Societa a Responsabilita Limitata*, 24 U.S.P.Q. 2d 1079 (T.T.A.B. 1992) (granting a motion for substitution under FRCP 25(c) when the motion was filed with a copy of the assignment of rights to the at issue trademark).

Dated: October 3, 2016

Respectfully submitted,

By: \_\_\_\_\_

D. Whitlow Bivens  
MUSICK, PEELER & GARRETT LLP  
225 Broadway, Suite 1900  
San Diego, CA 92101  
(619) 525-2500

Attorneys for Registrant Alliant Specialty  
Insurance Services, Inc.

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing **MOTION TO SUBSTITUTE NAME OF REGISTRANT** is being sent via U.S. mail to Petitioner Tribal-care Insurance LLC attorney of record as follows: Daniel Zamudio, Zamudio Law Professionals, PC, 233 South Colfax Street, Griffith, IN 46319.

Dated: Oct 3, 2016

Geneva Wisner  
Geneva Wisner

# Exhibit 1

**TRADEMARK ASSIGNMENT**


Whereas, HealthSmart Holdings, Inc. ("Assignor"), a Nevada corporation owns the trademark TribalCARE and U.S. Trademark Reg. No. 4,062,744 for the same; and

Whereas, Alliant Specialty Insurance Services, Inc. ("Assignee"), a California corporation wishes to acquire the mark, the associated goodwill and the trademark registration;

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor agrees to assign and does hereby assign as of the date below all right, title and interest in and to the TribalCARE trademark throughout the world, the above-identified federal trademark registration thereof, together with all derivations thereof and including all goodwill associated therewith, whether based on common law or the laws of the various states and the right (but not the obligation) to assert such registered trademark and other assigned rights to collect for all present and future infringements, and claims for damages and the proceeds thereof, including, without limitation, license royalties and proceeds of infringement suits and all rights corresponding thereto throughout the world by reason of any past or future acts of infringement that have occurred or may occur.

Agreed:

HealthSmart Holdings, Inc.

  
Signature

Sarah Bittner  
Name

General Counsel  
Title

Date: 9/29/14

# Exhibit 2



Electronic Trademark Assignment System

## Confirmation Receipt

Your assignment has been received by the USPTO.  
The coversheet of the assignment is displayed below:

<b>TRADEMARK ASSIGNMENT COVER SHEET</b>
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Electronic Version v1.1  
Stylesheet Version v1.2

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
HealthSmart Holdings, Inc.		09/29/2016	Corporation: NEVADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Alliant Specialty Insurance Services, Inc.		
<b>Street Address:</b>	701 B Street		
<b>Internal Address:</b>	6th Floor		
<b>City:</b>	San Diego		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	92101		
<b>Entity Type:</b>	Corporation: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	4062744	TRIBALCARE	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	6192311234		
Phone:	6195252500		
Email:	w.bivens@mpglaw.com		
<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>			
Correspondent Name:	D. Whitlow Bivens		
Address Line 1:	225 Broadway		
Address Line 2:	Suite 1900		
Address Line 4:	San Diego, CALIFORNIA 92101		
<b>NAME OF SUBMITTER:</b>	D. Whitlow Bivens		
<b>Signature:</b>	/D. W. Bivens/		
<b>Date:</b>	10/03/2016		
<b>Total Attachments: 1</b> source=TribalCare Assignment#page1.tif			
<b>RECEIPT INFORMATION</b>			
ETAS ID:	TM400629		
Receipt Date:	10/03/2016		
Fee Amount:	\$40		

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