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

Proceeding	92076111
Party	Defendant Mineverse LLC
Correspondence Address	MINEVERSE LLC 5600 BONITA BEACH RD., APT #4808 BONITA SPRINGS, FL 34134 UNITED STATES Primary Email: chaneybrandon@gmail.com No phone number provided.
Submission	Answer
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Date	03/15/2021
Attachments	SKYBLOCK Cancellation Answer.pdf(11777 bytes)

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

Digital Tree Media Ltd., Razzleberries AB,)	
Aurora Limited, Easy Games, Inc.,)	
Hydreon Corporation, Jigarbov Productions Inc.,)	Cancellation No. 92076111
King Cube Ltd., Mineplex LLC,)	
Rewrite Media, Inc., Sapphire Studios LLC and)	Trademark Registration No. 4828981
Spark Squared GMBH,)	Mark: "SKYBLOCK" (stylized)
)	Registration Date: October 6, 2015
Petitioners,)	
)	
v.)	
)	
Mineverse LLC,)	
)	
Respondent.)	
)	

ANSWER

Respondent, Mineverse LLC, hereby answers the Petition for Cancellation dated December 31, 2020. With respect to the preamble, Respondent admits that it owns U.S. Trademark Registration No. 4828981 for the trademark SKYBLOCK (stylized). Respondent also admits that its current address is 5600 Bonita Beach Rd., Apt #4808, Bonita Springs, Florida 34134. Respondent does not possess any facts about the Petitioners and, therefore, denies allegations regarding the Petitioners. Respondent denies that the Petitioners will be damaged by the ongoing existence of Registration No. 4828981 for the trademark SKYBLOCK (stylized).

The Parties

1. Respondent denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 1 and therefore denies the same.
2. Respondent admits the allegations set forth in Paragraph 2.

3. Respondent denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 3 and therefore denies the same.

4. Respondent denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 4 and therefore denies the same.

5. Respondent denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 5 and therefore denies the same.

6. Respondent denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 6 and therefore denies the same.

7. Respondent denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 7 and therefore denies the same.

8. Respondent denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 8 and therefore denies the same.

9. Respondent denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 9 and therefore denies the same.

10. Respondent denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 10 and therefore denies the same.

11. Respondent denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 11 and therefore denies the same.

12. Respondent denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 12 and therefore denies the same.

13. Respondent denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 13 and therefore denies the same.

14. Respondent denies that Petitioners are being damaged by the continued registration of Registration No. 4828981 for the trademark SKYBLOCK (stylized), but otherwise admits the allegations set forth in Paragraph 14.

Facts Common to All Cancellation Counts

15. Respondent denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 15 and therefore denies the same.

16. Respondent denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 16 and therefore denies the same.

17. Respondent denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 17 and therefore denies the same.

18. Respondent denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 18 and therefore denies the same.

19. Respondent denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 19 and therefore denies the same.

20. Respondent admits the allegations set forth in Paragraph 20.

21. Respondent denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 21 and therefore denies the same.

22. Respondent denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 22 and therefore denies the same.

23. Respondent denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 23 and therefore denies the same.

First Claim for Cancellation: Abandonment

24. Respondent hereby incorporates by reference its responses set forth above to Paragraphs 1 – 23 of this Answer as if fully pleaded at length herein.

25. Respondent denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 25 and therefore denies the same.

26. Respondent denies the allegations set forth in Paragraph 26.

27. Respondent denies the allegations set forth in Paragraph 27.

28. Respondent denies the allegations set forth in Paragraph 28.

Second Claim for Cancellation: Fraud on the USPTO

29. Respondent hereby incorporates by reference its responses set forth above to Paragraphs 1 – 28 of this Answer as if fully pleaded at length herein.

30. Respondent denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 30 and therefore denies the same.

31. Respondent admits the allegations set forth in Paragraph 31.

32. Respondent denies the allegations set forth in Paragraph 32.

33. Respondent denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 33 and therefore denies the same.

34. Respondent denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 34 and therefore denies the same.

35. Respondent denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 35 and therefore denies the same.

36. Respondent denies the allegations set forth in Paragraph 36.

37. Respondent denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 37 and therefore denies the same.

38. Respondent denies the allegations set forth in Paragraph 38.

Third Claim for Cancellation: Genericness

39. Respondent hereby incorporates by reference its responses set forth above to Paragraphs 1 – 38 of this Answer as if fully pleaded at length herein.

40. Respondent denies that the name “Skyblock” has become generic and denies knowledge or information sufficient to form a belief as to the truth of the remaining allegations set forth in Paragraph 40 and therefore denies the same.

41. Respondent denies the allegations set forth in Paragraph 41.

42. Respondent admits that the first “Skyblock” named game world was released to the public by Respondent’s own principal owner, who is known by the alias “Noobcrew,” on or about September 4, 2011, but otherwise denies knowledge or information sufficient to form a belief as to the truth of the remaining allegations set forth in Paragraph 42 and therefore denies the same.

43. Respondent denies the allegations set forth in Paragraph 43.

44. Respondent denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 44 and therefore denies the same.

45. Respondent denies knowledge of information sufficient to form a belief regarding HLIT’s attempt to enforce its trademark rights and denies the remaining allegations set forth in Paragraph 45 and therefore denies the same.

46. Respondent denies the allegations set forth in Paragraph 46.

47. Respondent denies the allegations set forth in Paragraph 47.

Additionally, Respondent denies the Prayer for Relief set forth in the Petition for Cancellation.

Affirmative Defenses

FIRST AFFIRMATIVE DEFENSE

The Petition for Cancellation fails to state a claim upon which relief can be granted.

SECOND AFFIRMATIVE DEFENSE

Respondent will assert any and all other valid defense which may be available or developed through discovery and/or testimony periods in this proceeding.

WHEREFORE, Respondent requests that the Petition for Cancellation be dismissed.

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Dated: March 15, 2021

Attorneys for Respondent Mineverse, LLC

CERTIFICATE OF SERVICE

I hereby certify that a true and complete copy of the foregoing Answer was served on counsel for Petitioner by forwarding said copy on March 15, 2021 via e-mail to:

Barry Webin, Esq.
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/Michael Schwab/
Michael Schwab