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

Ex Parte Appeal - Serial No.	97691670
Appellant	Joshua James Waldrop
Applied for mark	ULTIMA PRO WRESTLING UPW
Correspondence address	MICHAEL L. LOVITZ LOVITZ IP LAW PC 8335 W SUNSET BLVD., STE. 314 WEST HOLLYWOOD, CA 90069 UNITED STATES Primary email: trademarks@lovitziplaw.com 323-337-9088
Submission	Request for remand/amendment
Attachments	Supplement to Request to Remand and Exhibit.pdf(663168 bytes)
Filer's name	Michael L. Lovitz
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Signature	/michael l lovitz/
Date	08/03/2026

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

In re	: Trademark Application of	:
	: Joshua James Waldrop	:
	:	:
For	: ULTIMA PRO WRESTLING UPW	: Examining Attorney
	:	: Robert N. Guliano
Serial No.	: 97/691,670	:
	:	:
Filed	: November 25, 2022	: Attorney Docket No. W1003-5001

SUPPLEMENT TO REQUEST FOR REMAND TO EXAMINING ATTORNEY

On July 15, 2026, Applicant filed a Request for Remand, requesting the instant matter be suspended and the application file returned to the Examining Attorney for consideration of a co-existence agreement entered between Applicant and the owner of the registration cited as the basis for the examining Trademark Attorney's Section 2(d) refusal.

On July 24, 2026, the Board issued an order suspending the appeal proceeding, but noting the request for remand was premature as the Applicant had not submitted an executed consent agreement, granting Applicant 60 days in which to submit the executed agreement.

In accordance with the Board's order, Applicant hereby submits the fully executed co-existence and consent agreement concerning the mark of the instant appeal, attached hereto as Exhibit 1. Applicant therefore requests that the Board now grant the request for remand so that the application file may be remanded back to the Examining Attorney for consideration of the aforementioned co-existence and consent agreement.

Respectfully submitted.

Dated: August 3, 2026

/michael l lovitz/
Michael L. Lovitz, Esq.
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ATTORNEYS FOR APPLICANT

EXHIBIT 1

TRADEMARK CO-EXISTENCE AGREEMENT
AND CONSENT TO REGISTRATION

This Trademark Co-Existence Agreement And Consent To Registration (the "Agreement and Consent") is entered into as of the last date set forth in the signature block below (the "Effective Date") by and between Lucha Underground LLC ("Lucha Underground"), a Delaware limited liability company having an address of 149 South Reeves Drive, Beverly Hills, CA 90212 and Joshua Waldrop ("Waldrop"), a California individual having a business address of 1519 E. Chapman Ave., SPC 400, Fullerton, CA 92831 (each a "Party"; collectively, the "Parties").

RECITALS

WHEREAS, Lucha Underground is a professional wrestling promotion that created a television series that features luchador characters, i.e., wrestlers of the Mexican "lucha libre" traditions, portrayed by wrestlers from Lucha Libre AAA Worldwide and various independent circuits; and

WHEREAS, "lucha libre" (Spanish for "free wrestling") is a popular Mexican form of wrestling known for high-flying aerial moves, theatricality and iconic masked wrestlers (luchadores) characterized by fast-paced intense action; and

WHEREAS, Lucha Underground's television series is produced in "seasons", having at the end of each season of shows a finale wrestling event matches entitled "Ultima Lucha". There have thus far been four Ultima Lucha events, starting in 2015 taking place at the Lucha Underground Arena; however, Lucha Underground ceased offering live events within California in or around 2019. Currently, Lucha Underground and its wrestlers are primarily focused on live and pre-taped events for worldwide audiences who are fans of *lucha libre* wrestling; and

WHEREAS, Lucha Underground is the owner of U.S. Trademark Registration No. 5,215,129 for the mark ULTIMA LUCHA, and has used the ULTIMA LUCHA mark since at least as early as July 28, 2015 in connection with, inter alia, "Entertainment services, namely, an ongoing television series featuring sports entertainment broadcast over television, satellite, audio and video media and via a global computer network; entertainment services, namely, live events featuring wrestling contests and exhibitions; entertainment services, namely, performances by a professional wrestler and entertainer; providing wrestling news, information and non-downloadable video via a global computer network" (the "UL Services") ; and

WHEREAS, Waldrop is a promoter for an US-based independent professional wrestling company operating primarily within southern California under the name ULTIMA PRO WRESTLING UPW (the "UPW Services"). Waldrop's UPW professional wrestling company is the spiritual successor to the classic promotion "Ultimate Pro Wrestling", which had served as a minor-league system focusing on WWE-style "sports entertainment' wrestling, and was one of the proving grounds for a number of WWE superstars, including John Cena and The Miz. Waldrop's goal is for UPW to re-establish that connection with WWE and provide similar developmental opportunities for future WWE stars. UPW produces programming intended for a US audience, and its shows (each a "UPW Event") are based entirely in the US; and

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WHEREAS, Waldrop is the owner of U.S. Trademark Application Serial No. 97/691,670 the mark for ULTIMA PRO WRESTLING UPW for "Entertainment services in the nature of creation, development, and production of television programming; Entertainment, namely, a continuing professional wrestling show broadcast over television, satellite, and internet.; Entertainment services, namely, wrestling exhibits and performances by a professional wrestler and entertainer" (the "Application"), and has used the mark in connection with such services since at least as early as September 15, 2021; and

WHEREAS, during the past five years of co-existence, neither Waldrop nor Lucha Underground are aware of any actual consumer confusion that has arisen from their respective trademark uses in connection with their respective businesses; and

WHEREAS, the Parties hereby enter into this Agreement and Consent in the interests of each continuing to use their respective trademarks and avoiding potential confusion as to their respective products and services;

NOW, THEREFORE, in view of the foregoing, and in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are mutually acknowledged, the Parties agree as follows:

1. Recitals. The Recitals specified above are hereby incorporated into this Agreement and Consent by reference.

2. Co-Existence; Limitation on Use of Marks in Fields.

a. Waldrop agrees that his organization will always use the UPW acronym in conjunction with the wording ULTIMA PRO WRESTLING for its wrestling programming and events, and is intended to be the shorthand term by which the promotion is referred by the public (in the same manner other wrestling promotions such as "WWE", "NXT" and "AEW").

b. Waldrop agrees not to adopt or use any marks containing the term "Ultima" used in combination with the term "Lucha" in connection with the UPW Services, nor as the name of any UPW Event.

c. Lucha Underground agrees not adopt or use any trademark containing the term "Ultima" in combination with the wording mark "Pro Wrestling" on or in connection with the UL Services, nor the name of any Lucha Underground events.

d. The Parties agree that the foregoing limitations will minimize the likelihood of confusion between the Parties' respective marks and will allow the Parties to co-exist in their respective channels of trade.

3. Consent.

a. Lucha Underground consents to the registration of U.S. Trademark Application Serial No. 97/691,670 for ULTIMA PRO WRESTLING UPW for the UPW Services.

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b. Lucha Underground acknowledges and agrees that it will not object to Waldrop's use and registration anywhere in the world of any marks containing or consisting of the wording "ULTIMA PRO WRESTLING UPW" in connection with the UPW Services. Without limiting the generality of the foregoing, Lucha Underground agrees to take no action, directly or indirectly, to oppose, cancel or enjoin Waldrop's use of, applications for, or registration, anywhere in the world, of any marks containing or consisting of the wording "Ultima Pro Wrestling UPW" in connection with the UPW Services.

c. UPW acknowledges and agrees that it will not object to Lucha Underground's use and registration anywhere in the world of any marks containing or consisting of the wording "ULTIMA LUCHA" in connection with the UL Services. Without limiting the generality of the foregoing, UPW agrees to take no action, directly or indirectly, to oppose, cancel or enjoin Lucha Underground's use of, applications for, or registration, anywhere in the world, of any marks containing or consisting of the wording "Lucha Underground" in connection with the UL Services

4. No Likelihood of Confusion. The Parties are not aware of any instances of actual confusion between their respective marks as applied to their respective services. The Parties believe in good faith that Waldrop's use and registration of the mark "ULTIMA PRO WRESTLING UPW" as provided in this Agreement and Consent will not cause any likelihood of confusion because of the differences in the Parties' respective services, trade channels and marks. In addition, the Parties believe that the focus by Waldrop on the "UPW" portion of his mark appears helps to differentiate the respective marks, further weighing against any likelihood of confusion.

5. Parties' Agreement to Cooperate. The Parties agree to act in good faith to avoid creating, fostering or promoting any confusion or likelihood of confusion with respect to the source, origin, sponsorship or approval of their respective products and services under their respective marks. The Parties further agree to cooperate, in good faith, to alleviate or minimize any confusion that may nonetheless arise. Each Party agrees to promptly advise the other Party in the event that any examples or evidence of confusion comes to that Party's attention.

6. Further Assurances. The Parties agree that this Agreement and Consent may be filed with the USPTO in support of the Waldrop Application in order to verify Lucha Underground's consent to registration. Lucha Underground will execute any other instruments or documents reasonably requested by Waldrop to affect the purposes of this Agreement and Consent.

7. General Terms.

a. This Agreement and Consent shall be binding upon and inure to the benefit of the Parties and their respective heirs, principals, affiliates, assignees, licensees, transferees, successors and assigns.

b. The Parties represent and warrant to each other that they are duly authorized to execute this Agreement and Consent, and to perform their respective obligations hereunder.

c. All questions with respect to the construction of this Agreement and Consent and the rights and liabilities of the parties with respect thereto shall be governed by the laws of the State of California applicable to contracts made and to be fully performed in the State of California.

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d. In the event of any action with respect to this Agreement and Consent, the prevailing party shall be entitled to recover from the other party all costs and expenses incurred in connection therewith.

e. This Agreement and Consent may be executed in any number of counterparts, each of which shall be an original, and all of which, taken together, shall constitute one and the same instrument. In making proof of this Agreement and Consent, it shall not be necessary to produce or account for more than one such fully executed counterpart.

f. Captions of the sections of this Agreement and Consent are for reference purposes only and do not constitute terms and conditions of this Agreement and Consent, and shall not limit or otherwise affect the terms and conditions of this Agreement and Consent.

g. This Agreement and Consent is the complete and final expression of the agreement of the parties with respect to the subject matter hereof. There are no other understandings, representations or agreements, oral or written, between the parties regarding the subject matter of this Consent. This Consent may be modified only by a writing signed by the duly authorized representatives of both parties.

By signing below, the Parties acknowledge and accept the terms and conditions of this Agreement and Consent.

Lucha Underground LLC

By:

Name: John Fogelman

Title: Managing Member

Dated: 07 / 17 / 2026, 2026

JOSHUA WALDROP

By:

Name: Joshua Waldrop

Title: Owner, Ultima Pro Wrestling

Dated: 7/17, 2026

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