

ESTTA Tracking number: **ESTTA1407608**Filing date: **01/13/2025**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE  
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

Ex Parte Appeal - Serial No.	98123962
Appellant	The Ridge Wallet LLC
Applied for mark	RIDGE
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Submission	Request for remand/amendment
Attachments	STOB779US4 - Request for Remand.pdf(414309 bytes )
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Date	01/13/2025

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

In Re Application of:  
The Ridge Wallet LLC

Mark: RIDGE

Filed: 8/9/2023

Serial No.: 98/123,962

International Class: 9, 14, 16, 18, 21, 26

Atty. Dkt. No.: STOB779US4

**REQUEST FOR REMAND AND DISMISSAL OF EX PARTE APPEAL**

Applicant The Ridge Wallet LLC (“Applicant”) hereby requests that the Board remand Application Serial No. 98/123,962 (the “Application”) for the mark RIDGE (the “Applicant’s Mark”) for consideration of Applicant’s proposed amendment and new evidence, and dismiss the present ex parte appeal as moot.

**BACKGROUND**

During the examination of the Application, the Examining Attorney refused registration of Applicant’s Mark in part for the Class 9 goods “*sunglasses; sunglasses frames; fashion sunglasses; cases for sunglasses*” only due to an alleged likelihood of confusion with U.S. Registration No. 6,971,521 (the “Cited Registration”) owned by STNGR LLC (“STNGR”). In the Final Office Action issued on May 10, 2024, the assigned Examining Attorney advised the Applicant that the December 13, 2022 consent agreement between Applicant and STNGR submitted by Applicant with its April 3, 2024 Response to Office Action was insufficient to overcome the likelihood of confusion refusal.

On January 11, 2025, Applicant and STNGR executed a subsequent consent agreement (the “2025 Consent Agreement”). The terms of the 2025 Consent Agreement require Applicant to

amend the Application to limit the Class 9 goods description as follows:

cell phone cases; mobile phone cases; mobile phone straps; mobile phone chargers; mobile phone covers; electronic mobile phone docking stations; mobile phone screen protectors; mobile phone ring holders; battery chargers; wireless charging pads for smartphones; ~~sunglasses; sunglasses frames;~~ fashion sunglasses; ~~cases for sunglasses;~~ downloadable multimedia files containing artwork, text, audio, video, games, and Internet Web links relating to clothing, design, lifestyle, fashion, couture, culture, technology, food, cooking, travel, current events, health and fitness; Downloadable audio and video recordings; artwork, digital collectibles in the nature of downloadable video files, photographs featuring clothing, design, lifestyle, fashion, couture, culture, technology, food, cooking, travel, current events, health and fitness authenticated by non-fungible tokens (NFTs); digital tokens based on blockchain technology; crypto collectibles in the nature of downloadable multimedia files containing artwork in the field of clothing, design, lifestyle, fashion, couture, culture, technology, food, cooking, travel, current events, health and fitness authenticated by non-fungible tokens (NFTs); downloadable software for connecting to retail stores featuring digital media and collectibles authenticated by non-fungible tokens; Downloadable computer game software featuring virtual goods, namely, wallets, articles of clothing, sunglasses, jewelry, and furniture for use in online virtual worlds; downloadable computer software for managing digital collectibles; downloadable computer software for managing and verifying cryptocurrency transactions on a blockchain; downloadable computer software containing a digital collectibles registry and for managing smart contracts using blockchain technology; downloadable virtual goods, namely, computer programs featuring wallets, articles of clothing, sunglasses, jewelry, and furniture for use in online virtual worlds; parts and fittings for all the aforesaid goods; **none of the foregoing including protective eyewear, prescription eyewear, prescription lenses, or eyewear marketed for use with shooting or as ballistic sunglasses**

Therefore, the final identification of Class 9 goods for the Application shall read:

cell phone cases; mobile phone cases; mobile phone straps; mobile phone chargers; mobile phone covers; electronic mobile phone docking stations; mobile phone screen protectors; mobile phone ring holders; battery chargers; wireless charging pads for smartphones; fashion sunglasses; downloadable multimedia files containing artwork, text, audio, video, games, and Internet Web links relating to clothing, design, lifestyle, fashion, couture, culture, technology, food, cooking, travel, current events, health and fitness; Downloadable audio and video recordings; artwork, digital collectibles in the nature of downloadable video files, photographs featuring clothing, design, lifestyle, fashion, couture, culture, technology, food, cooking, travel, current events, health and fitness authenticated by non-fungible tokens (NFTs); digital tokens based on blockchain technology; crypto collectibles in the nature of downloadable multimedia files containing artwork in the field of clothing, design, lifestyle, fashion, couture, culture, technology, food, cooking, travel, current events, health and fitness authenticated by non-fungible tokens (NFTs); downloadable software for connecting to retail stores featuring digital media and collectibles authenticated by non-fungible tokens; Downloadable computer game software featuring virtual goods, namely, wallets, articles of clothing, sunglasses, jewelry, and furniture for use in online virtual worlds; downloadable computer software for managing digital collectibles; downloadable computer software for managing and verifying cryptocurrency transactions on a blockchain;

downloadable computer software containing a digital collectibles registry and for managing smart contracts using blockchain technology; downloadable virtual goods, namely, computer programs featuring wallets, articles of clothing, sunglasses, jewelry, and furniture for use in online virtual worlds; parts and fittings for all the aforesaid goods; none of the foregoing including protective eyewear, prescription eyewear, prescription lenses, or eyewear marketed for use with shooting or as ballistic sunglasses

The goods descriptions of the Application in Classes 14, 16, 18, 21, and 26 will remain unchanged.

Applicant respectfully submits that in view of the requested amendment of the Application and the 2025 Consent Agreement, the refusal to register Applicant's Mark should be withdrawn, the present ex parte appeal should be terminated as moot, and the Application should be approved for publication.

### **ARGUMENT**

#### **A. The Amendment Constitutes Good Cause to Remand Applicant's Application to the Examining Attorney for Consideration.**

In accordance with 37 CFR § 2.142(d), the Board may remand an application for submission of additional evidence on a showing of good cause. 37 CFR §2.142(d); *see also* TBMP § 1207.02. TBMP § 1205 instructs that:

A request for remand to consider an amendment will be granted upon a showing of good cause. Good cause will generally be found, for example, when the amendment is an attempt to comply with a requirement, such as an amendment to the identification of goods or services in response to a requirement for an acceptable identification, when the amendment will obviate a ground for refusal, such as an amendment to the Supplemental Register or an amendment to assert a Trademark Act § 2(f) claim (15 U.S.C. § 1052(f) ) in order to avoid or overcome a refusal under Trademark Act § 2(e)(1), Trademark Act § 2(e)(2) or Trademark Act § 2(e)(4), 15 U.S.C. § 1052(e)(1), 15 U.S.C. § 1052(e)(2) or 15 U.S.C. § 1052(e)(4), or when the examining attorney consents to remand for consideration of the amendment. However, whether good cause will be found will depend, in part, on the stage of the appeal at the time the amendment is filed, including the reason given for the delay.

Good cause exists since the amendment to the Application is new evidence, distinguishing the goods identified in the Application from the goods of the Cited Registration in order to obviate the likelihood of confusion refusal, and pursuant to the 2025 Consent Agreement between Applicant and STNGR that was not previously available before January 11, 2025.

**B. If the Amendment to the Application Alone is Insufficient to Constitute Good Cause, the 2025 Consent Agreement Constitutes Good Cause to Remand Applicant's Application to the Examining Attorney for Consideration.**

In addition, good cause exists when an applicant requests remand for consideration of a consent agreement in response to a refusal based on an alleged likelihood of confusion with a registered mark. TBMP § 1207.02 states:

because a consent agreement offered in response to a refusal to register under Trademark Act § 2(d)...is inherently difficult and time-consuming to obtain, and may be highly persuasive of registrability, the Board will grant a request to suspend and remand for consideration of a consent agreement if the request, accompanied by the consent agreement, is filed at any time prior to the rendering of the Board's final decision on the appeal.

If the amendment to the Application alone is insufficient to constitute good cause, the Applicant is submitting a copy of the 2025 Consent Agreement with the present request. Accordingly, Applicant has met the burden of showing good cause for a remand of the Application.

**C. The Refusal to Register Applicant's Mark Should Be Withdrawn and the Ex Parte Appeal Should be Dismissed as Moot**

The refusal of the Application under Trademark Act § 2(d) in part due to an alleged likelihood of confusion with the Cited Registration is the sole issue involved in the present appeal. In view of the amendment and the 2025 Consent Agreement, the present ex parte appeal is moot with respect to the sole issue of the appeal. Accordingly, Applicant respectfully requests that the refusal under Section 2(d) be withdrawn and the present application be approved for publication.

The Federal Circuit and its successor have repeatedly made it clear that consent agreements should be given great weight, and the Office should not substitute its judgment concerning likelihood of confusion for the judgment of the real parties in interest. *Amalgamated Bank of New York v. Amalgamated Trust & Savings Bank*, 6 USPQ2d 1305 (Fed. Cir. 1988); *Bongrain International (American) Corp. v. Delice de France Inc.*, 1 USPQ2d 1775 (Fed. Cir. 1987); *In re N.A.D. Inc.*, 224 USPQ 224 (Fed. Cir. 1985). As the Court of Customs and Patent Appeals has reasoned

[W]hen those most familiar with use in the marketplace and most interested in precluding confusion enter agreements designed to avoid it, the scales of evidence are clearly tilted. It is at least difficult to maintain a subjective view that confusion will occur when those directly concerned say it won't. A mere assumption that confusion is likely will rarely prevail against uncontroverted evidence from those on the firing line that it is not.

*In re E. I. du Pont de Nemours & Co.*, 177 USPQ 563, 568 (CCPA 1973). The Court of Customs and Patent Appeals and the Federal Circuit have also repeatedly noted that those most familiar with and affected by the marketplace are best able to attest to its effects and determine whether there is a likelihood of confusion. *Id.*; *see also In re Four Seasons Hotels Ltd.*, 26 USPQ2d 1071 (Fed. Cir. 1993); *In re United Oil Mfg. Co.*, 184 USPQ 490 (CCPA 1975); *Bongrain International (American) Corp.* at 1778 (“We have often said in trademark cases involving agreements reflecting parties’ views on the likelihood of confusion in the marketplace, that they are in a much better position to know the real life situation than bureaucrats or judges and therefore such agreements may, depending on the circumstances, carry great weight.”).

Applicant further notes that Board precedent holds that doubts about likelihood of confusion are to be resolved in the applicant’s favor when there is a consent to registration agreement between the applicant and registrant. *In re Wacker Neuson SE*, 97 USPQ2d 1408, 1416 (TTAB 2010); *In re Donnay International Societe Anonyme*, 31 USPQ2d 1953, 1956 (TTAB

1994). Accordingly, any doubts of the Examining Attorney are to be resolved in the Applicant's favor on the theory that the consent by STNGR to Applicant's registration of Applicant's Mark for Applicant's amended Class 9 goods negates the presumption that doubts about likelihood of confusion are to be resolved in favor of STNGR. *Id.*

### **CONCLUSION**

Applicant has demonstrated that good cause exists to remand the Application for consideration of the proposed amendment and 2025 Consent Agreement. Further, in light of requested amendment and that the Applicant and STNGR have entered into the 2025 Consent Agreement, Applicant requests that the Examining Attorney withdraw the final refusal of the Application on partial likelihood of confusion grounds and allow the Application to proceed to publication. Applicant further requests, in light of the circumstances, that the present appeal be terminated as moot.

Dated: January 13, 2025

Respectfully submitted,

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*Attorney for Applicant*

# **Exhibit A**



## CONSENT AGREEMENT

This Consent Agreement (the “**Agreement**”) is effective as of the date of the last signing Party’s signature below (the “**Effective Date**”), and is made by and between The Ridge Wallet LLC (hereinafter, “**The Ridge Wallet**”), a limited liability company organized under the laws of Delaware, with a principal place of business of 28632 Roadside Drive, Suite 265, Agoura Hills, California 91301, and STNGR LLC (hereinafter, “**STNGR**”) a limited liability company organized under the laws of Minnesota, with a principal place of business of 5450 Quam Avenue Northeast, Suite 140, Saint Michael, Minnesota 55376. The Ridge Wallet and STNGR are collectively referred to as the “**Parties**” and individually as “**Party**.”

**WHEREAS**, The Ridge Wallet has applied to register the mark RIDGE as set forth in U.S. Application Serial No. 98/123,962 and the mark **RIDGE** as set forth in U.S. Application Serial No. 98/123,941 (collectively, the “**Pending Applications**”). Each of the Pending Applications were applied-for in connection with “sunglasses; sunglasses frames; fashion sunglasses; cases for sunglasses” in International Class 9, amongst other goods (“**Applied-For Goods**”).

**WHEREAS**, STNGR is the owner of the RIDGE word mark in connection with “protective eyewear and fashion eyewear, namely, spectacles, prescription eyewear, anti-glare glasses and sunglasses and their parts and accessories, namely, replacement lenses, frames, earstems, and nose pieces; cases specially adapted for spectacles and sunglasses and their parts and accessories; safety eyewear; prescription and non-prescription lenses for sunglasses” in International Class 9 (“**STNGR Goods**”) as set forth in U.S. Registration No. 6,971,521 (the “**STNGR Mark**”);

**WHEREAS**, the United States Patent and Trademark Office (the “**USPTO**”) has refused registration of the Pending Application in connection with the Applied-For Goods, citing a likelihood of confusion with the STNGR Mark as a basis for refusal; and

**WHEREAS**, the Parties previously entered into a Trademark Consent Agreement dated December 15, 2022 and do not believe there is a likelihood of confusion between their respective marks as set forth in that Trademark Consent Agreement; and

**WHEREAS**, the Parties desire to enter into this Agreement to carry out the spirit and intent of the 2022 Trademark Consent Agreement and for purposes of recordation with the USPTO in connection with the Pending Applications.

**NOW, THEREFORE**, in consideration of the foregoing and of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Prior to or concurrent with the submission of this Agreement to the USPTO, The Ridge Wallet will amend the Class 9 identification including The Ridge Wallet Goods in the Pending Applications as follows:

Class 9: . . . ~~sunglasses; sunglasses frames~~; fashion sunglasses; ~~cases for sunglasses~~ . . . ; parts and fittings for all the aforesaid goods; **none of the foregoing including protective**

**eyewear, prescription eyewear, prescription lenses, or eyewear marketed for use with shooting or as ballistic sunglasses**

The amended goods of “fashion sunglasses; none of the foregoing including protective eyewear, prescription eyewear, prescription lenses, or eyewear marketed for use with shooting or as ballistic sunglasses” are referred to hereinafter as “**The Ridge Wallet Goods.**”

2. The Parties acknowledge and agree that there will be no likelihood of confusion between the Parties’ current use of their respective marks for several reasons. In particular, the Parties’ respective marks are used in connection with unrelated goods and channels of trade, and consumers are knowledgeable enough to be able to distinguish the proper source of each Parties’ respective goods.

3. The Ridge Wallet produces high-quality products designed for everyday use. They plan to use the RIDGE and **RIDGE** marks in connection with sunglasses for fashion purposes and have agreed that the RIDGE and **RIDGE** marks will only be used as the overall brand name for any sunglass product, and not as the name or identifier for any other sunglass products.

4. The Ridge Wallet has no plans to use the RIDGE mark or the **RIDGE** mark in connection with protective eyewear, prescription eyewear or prescription lenses, or eyewear marketed for use with shooting or as ballistic sunglasses, and hereby agrees to refrain from doing so in the future.

5. In the unlikely event that actual confusion arises, the Parties shall notify the other Party and cooperate with one another and take all reasonable steps to eliminate or minimize such confusion.

6. For the reasons set forth above, STNGR hereby consents to The Ridge Wallet’s use and registration of the RIDGE and **RIDGE** marks in connection with The Ridge Wallet Goods as set forth under the Pending Applications, as amended. Likewise, The Ridge Wallet hereby consents to STNGR’s use and registration of the term RIDGE or any similar mark in connection with the STNGR Goods.

7. The Parties agree that each of them may submit this Agreement to the USPTO as evidence of the Parties’ respective consents to registration of any of the marks set forth in this Agreement, and as evidence of the Parties’ mutual agreement to cooperate with each other to prevent consumer confusion from arising as a result of the Parties’ respective use of their respective marks for their respective goods or services.

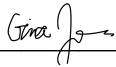
8. This Agreement shall be binding on the Parties, their successors-in-interest and assignees. This agreement may be executed using facsimile signatures, PDF signatures, and in counterparts, with the same effect as if the signatures were original and made on the same instrument. A copy of a Party’s signature on this Agreement shall be acceptable in any action against that Party to enforce this Agreement. This Agreement may not be modified except by a writing signed by both Parties.

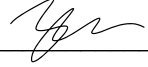
9. The Parties to this Agreement hereby represent and warrant that the individual executing this agreement on its behalf has the authority to do so and to bind that Party.

**IN WITNESS WHEREOF**, the Parties have caused this Consent Agreement to be executed by their duly authorized representatives as of the Effective Date.

**The Ridge Wallet LLC:**

**STNGR LLC**

By: 

By: 

Name: Gina Johnson

Name: Zachary Plansky

Title: Chief Legal Officer

Title: President

Date: January 6, 2025

Date: January 11, 2025