Request for Reconsideration after Final Action

The table below presents the data as entered.

Input Field	Entered
SERIAL NUMBER	86821875
LAW OFFICE ASSIGNED	LAW OFFICE 113
MARK SECTION	
MARK	https://tmng-al.uspto.gov/resting2/api/img/86821875/large
LITERAL ELEMENT	COURSA SPORTS
STANDARD CHARACTERS	YES
USPTO-GENERATED IMAGE	YES
MARK STATEMENT	The mark consists of standard characters, without claim to any particular font style, size or color.
ARGUMENT(S)	
Please see the actual argument text attached within the Evidence section.	
EVIDENCE SECTION	
EVIDENCE FILE NAME(S)	
ORIGINAL PDF FILE	evi_208184134166-20180514172554601897_._COURSA_SPORTS_-_FOA_Response.pdf
CONVERTED PDF FILE(S) **(3 pages)**	\\TICRS\EXPORT17\IMAGEOUT17\868\218\86821875\xml13\RFR0002.JPG
	\\TICRS\EXPORT17\IMAGEOUT17\868\218\86821875\xml13\RFR0003.JPG
	\\TICRS\EXPORT17\IMAGEOUT17\868\218\86821875\xml13\RFR0004.JPG
ORIGINAL PDF FILE	evi_208184134166-20180514172554601897_._COURSA_SPORTS_-_SDK_Introduction_page.pdf
CONVERTED PDF FILE(S) **(1 page)**	\\TICRS\EXPORT17\IMAGEOUT17\868\218\86821875\xml13\RFR0005.JPG
ORIGINAL PDF FILE	evi_208184134166-20180514172554601897_._COURSA_SPORTS_-_DSL_iOS_Integration_page.pdf
CONVERTED PDF FILE(S) **(1 page)**	\\TICRS\EXPORT17\IMAGEOUT17\868\218\86821875\xml13\RFR0006.JPG
ORIGINAL PDF FILE	evi_208184134166-20180514172554601897_._COURSA_SPORTS_-_Cloud_APIs_screenshot.pdf
CONVERTED PDF FILE(S) **(1 page)**	\\TICRS\EXPORT17\IMAGEOUT17\868\218\86821875\xml13\RFR0007.JPG
ORIGINAL PDF FILE	evi_208184134166-20180514172554601897_._COURSA_SPORTS_-_Screenshot_of_log_in_page.pdf
CONVERTED PDF FILE(S) **(1 page)**	\\TICRS\EXPORT17\IMAGEOUT17\868\218\86821875\xml13\RFR0008.JPG
	evi_208184134166-20180514172554601897_._COURSA_SPORTS_-

ORIGINAL PDF FILE	_Screenshot_of_welcome_page.pdf
CONVERTED PDF FILE(S) (1 page)	\\TICRS\EXPORT17\IMAGEOUT17\868\218\86821875\xml13\RFR0009.JPG
DESCRIPTION OF EVIDENCE FILE	pdfs of various pages showing use of the mark in connection with the identified goods and services

GOODS AND/OR SERVICES SECTION (009)(current)

INTERNATIONAL CLASS	009

DESCRIPTION

Computer interfaces and software for use in adapting settings, optimizing performance, automating tasks, and personalizing user experience on mobile phones, smartphones, wearable portable device, and other mobile devices based on user context, environments, activity, modality, behaviors, location, and time; global navigation satellite system (GNSS) tracking device; electronic non-medical portable devices primarily for measuring, storing, transferring, and synchronizing information about an individual's location, physical exercise, and activity levels, namely, date, time, global positioning, direction, altitude, speed, distance, and calorie consumption; computer software for data collection, aggregation, tabulation, and the management of information used in connection with consumer analysis, market research, and product development; computer application software for mobile, cloud, and networked computing devices, namely, software for content sharing and data aggregation

FIRST USE ANYWHERE DATE	At least as early as 11/17/2015
FIRST USE IN COMMERCE DATE	At least as early as 11/17/2015
FILING BASIS	Section 1(b)

GOODS AND/OR SERVICES SECTION (009)(proposed)

INTERNATIONAL CLASS	009

DESCRIPTION

Computer interfaces and software for use in adapting settings, optimizing performance, automating tasks, and personalizing user experience on mobile phones, smartphones, wearable portable device, and other mobile devices based on user context, environments, activity, modality, behaviors, location, and time; global navigation satellite system (GNSS) tracking device; electronic non-medical portable devices primarily for measuring, storing, transferring, and synchronizing information about an individual's location, physical exercise, and activity levels, namely, date, time, global positioning, direction, altitude, speed, distance, and calorie consumption; computer software for data collection, aggregation, tabulation, and the management of information used in connection with consumer analysis, market research, and product development; computer application software for mobile, cloud, and networked computing devices, namely, software for content sharing and data aggregation

FIRST USE ANYWHERE DATE	DELETED
FIRST USE IN COMMERCE DATE	DELETED
STATEMENT TYPE	"**The substitute (or new, or originally submitted, if appropriate) specimen(s) was/were in use in commerce at least as early as the filing date of the application**"*[for an application based on Section 1(a), Use in Commerce] OR* "**The substitute (or new, or originally submitted, if appropriate) specimen(s) was/were in use in commerce prior either to the filing of the Amendment to Allege Use or expiration of the filing deadline for filing a Statement of Use**" *[for an application based on Section 1(b) Intent-to-Use]. OR* "**The attached specimen is a true copy of the specimen that was originally submitted with the application, amendment to allege use, or statement of use**" [for an illegible specimen].

SPECIMEN FILE NAME(S)

ORIGINAL PDF FILE	SPU0-208184134166-20180514172554601897_._COURSA_SPORTS_-_SDK_Introduction_page.pdf
CONVERTED PDF FILE(S) (1 page)	\\TICRS\EXPORT17\IMAGEOUT17\868\218\86821875\xml13\RFR0010.JPG
ORIGINAL PDF FILE	SPU0-208184134166-20180514172554601897_._COURSA_SPORTS_-_Cloud_APIs_screenshot.pdf
CONVERTED PDF FILE(S) (1 page)	\\TICRS\EXPORT17\IMAGEOUT17\868\218\86821875\xml13\RFR0011.JPG

ORIGINAL PDF FILE	SPU0-208184134166-20180514172554601897_._COURSA_SPORTS_-_Screenshot_of_log_in_page.pdf
CONVERTED PDF FILE(S) **(1 page)**	\\TICRS\EXPORT17\IMAGEOUT17\868\218\86821875\xml13\RFR0012.JPG
ORIGINAL PDF FILE	SPU0-208184134166-20180514172554601897_._COURSA_SPORTS_-_Screenshot_of_welcome_page.pdf
CONVERTED PDF FILE(S) **(1 page)**	\\TICRS\EXPORT17\IMAGEOUT17\868\218\86821875\xml13\RFR0013.JPG
SPECIMEN DESCRIPTION	screenshots as they appear to the consumer/user-developer while using the software/goods and/or of screenshots of the electronic user guide for the software
FILING BASIS	Section 1(b)

GOODS AND/OR SERVICES SECTION (035)(current)

INTERNATIONAL CLASS	035
DESCRIPTION	
Compilation of information into computer databases for commercial purposes	
FIRST USE ANYWHERE DATE	At least as early as 11/17/2015
FIRST USE IN COMMERCE DATE	At least as early as 11/17/2015
FILING BASIS	Section 1(b)

GOODS AND/OR SERVICES SECTION (035)(proposed)

INTERNATIONAL CLASS	035
DESCRIPTION	
Compilation of information into computer databases for commercial purposes	
FIRST USE ANYWHERE DATE	At least as early as 11/17/2015
FIRST USE IN COMMERCE DATE	At least as early as 11/17/2015
STATEMENT TYPE	"**The substitute (or new, or originally submitted, if appropriate) specimen(s) was/were in use in commerce at least as early as the filing date of the application**"*[for an application based on Section 1(a), Use in Commerce] OR* "**The substitute (or new, or originally submitted, if appropriate) specimen(s) was/were in use in commerce prior either to the filing of the Amendment to Allege Use or expiration of the filing deadline for filing a Statement of Use**" *[for an application based on Section 1(b) Intent-to-Use]. OR* "**The attached specimen is a true copy of the specimen that was originally submitted with the application, amendment to allege use, or statement of use**" [for an illegible specimen].
SPECIMEN FILE NAME(S)	
JPG FILE(S)	\\TICRS\EXPORT17\IMAGEOUT 17\868\218\86821875\xml13 \RFR0026.JPG
ORIGINAL PDF FILE	SPU1-208184134166-20180514172554601897_._3662.003_specimen_cl_35-2.pdf
CONVERTED PDF FILE(S) **(11 pages)**	\\TICRS\EXPORT17\IMAGEOUT17\868\218\86821875\xml13\RFR0014.JPG
	\\TICRS\EXPORT17\IMAGEOUT17\868\218\86821875\xml13\RFR0015.JPG
	\\TICRS\EXPORT17\IMAGEOUT17\868\218\86821875\xml13\RFR0016.JPG
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	\\TICRS\EXPORT17\IMAGEOUT17\868\218\86821875\xml13\RFR0020.JPG

	[\\TICRS\EXPORT17\IMAGEOUT17\868\218\86821875\xml13\RFR0021.JPG](#)
	[\\TICRS\EXPORT17\IMAGEOUT17\868\218\86821875\xml13\RFR0022.JPG](#)
	[\\TICRS\EXPORT17\IMAGEOUT17\868\218\86821875\xml13\RFR0023.JPG](#)
	[\\TICRS\EXPORT17\IMAGEOUT17\868\218\86821875\xml13\RFR0024.JPG](#)
ORIGINAL PDF FILE	[SPU1-208184134166-20180514172554601897_._3662.003_specimen_cl_35.pdf](#)
CONVERTED PDF FILE(S) (1 page)	[\\TICRS\EXPORT17\IMAGEOUT17\868\218\86821875\xml13\RFR0025.JPG](#)
SPECIMEN DESCRIPTION	copy of the Terms and Conditions from Applicant's Software License Agreement and a screenshot of Applicant's website where Terms and Conditions have to be actively accepted prior to download
FILING BASIS	Section 1(b)

CORRESPONDENCE SECTION

ORIGINAL ADDRESS	MONICA RIVA TALLEY STERNE, KESSLER, GOLDSTEIN & FOX P.L.L.C. 1100 NEW YORK AVENUE, N.W. WASHINGTON District of Columbia US 20005

NEW CORRESPONDENCE SECTION

NAME	Monica Riva Talley
FIRM NAME	STERNE, KESSLER, GOLDSTEIN & FOX P.L.L.C.
DOCKET/REFERENCE NUMBER	3662.0030000
STREET	1100 NEW YORK AVENUE, N.W.
CITY	WASHINGTON
STATE	District of Columbia
ZIP/POSTAL CODE	20005
COUNTRY	United States
PHONE	202-371-2600
FAX	202-371-2540
EMAIL	tm@sternekessler.com;mtalley@sternekessler.com; ldalier@sternekessler.com; amartins@sternekessler.com
AUTHORIZED EMAIL COMMUNICATION	Yes

SIGNATURE SECTION

DECLARATION SIGNATURE	/Monica Riva Talley/
SIGNATORY'S NAME	Monica Riva Talley
SIGNATORY'S POSITION	Attorney of Record, Member of Virginia and Washington, DC bars
SIGNATORY'S PHONE NUMBER	202-371-2600
DATE SIGNED	05/14/2018
RESPONSE SIGNATURE	/Monica Riva Talley/
SIGNATORY'S NAME	Monica Riva Talley

SIGNATORY'S POSITION	Attorney of Record, VA and DC bar member
SIGNATORY'S PHONE NUMBER	202-371-2600
DATE SIGNED	05/14/2018
AUTHORIZED SIGNATORY	YES
CONCURRENT APPEAL NOTICE FILED	NO
FILING INFORMATION SECTION	
SUBMIT DATE	Mon May 14 18:33:59 EDT 2018
TEAS STAMP	USPTO/RFR-XXX.XXX.XXX.XXX -20180514183359387004-868 21875-6104974ed3b7fd6ca5b 065abb610f4748f27bb81c37b dccb81b769d9d58df9d5cc-N/ A-N/A-2018051418062241124 5

Request for Reconsideration after Final Action

To the Commissioner for Trademarks:

Application serial no. **86821875** COURSA SPORTS(Standard Characters, see https://tmng-al.uspto.gov/resting2/api/img/86821875/large) has been amended as follows:

ARGUMENT(S)
In response to the substantive refusal(s), please note the following:

Please see the actual argument text attached within the Evidence section.

EVIDENCE
Evidence in the nature of pdfs of various pages showing use of the mark in connection with the identified goods and services has been attached.
Original PDF file:
evi_208184134166-20180514172554601897_._COURSA_SPORTS_-_FOA_Response.pdf
Converted PDF file(s) (3 pages)
Evidence-1
Evidence-2
Evidence-3
Original PDF file:
evi_208184134166-20180514172554601897_._COURSA_SPORTS_-_SDK_Introduction_page.pdf
Converted PDF file(s) (1 page)
Evidence-1
Original PDF file:
evi_208184134166-20180514172554601897_._COURSA_SPORTS_-_DSL_iOS_Integration_page.pdf
Converted PDF file(s) (1 page)
Evidence-1
Original PDF file:
evi_208184134166-20180514172554601897_._COURSA_SPORTS_-_Cloud_APIs_screenshot.pdf
Converted PDF file(s) (1 page)
Evidence-1
Original PDF file:
evi_208184134166-20180514172554601897_._COURSA_SPORTS_-_Screenshot_of_log_in_page.pdf

Converted PDF file(s) (1 page)
Evidence-1
Original PDF file:
evi_208184134166-20180514172554601897_._COURSA_SPORTS_-_Screenshot_of_welcome_page.pdf
Converted PDF file(s) (1 page)
Evidence-1

CLASSIFICATION AND LISTING OF GOODS/SERVICES
Applicant proposes to amend the following class of goods/services in the application:
Current: Class 009 for Computer interfaces and software for use in adapting settings, optimizing performance, automating tasks, and personalizing user experience on mobile phones, smartphones, wearable portable device, and other mobile devices based on user context, environments, activity, modality, behaviors, location, and time; global navigation satellite system (GNSS) tracking device; electronic non-medical portable devices primarily for measuring, storing, transferring, and synchronizing information about an individual's location, physical exercise, and activity levels, namely, date, time, global positioning, direction, altitude, speed, distance, and calorie consumption; computer software for data collection, aggregation, tabulation, and the management of information used in connection with consumer analysis, market research, and product development; computer application software for mobile, cloud, and networked computing devices, namely, software for content sharing and data aggregation
Original Filing Basis:
Filing Basis: Section 1(b), Intent to Use: *For a trademark or service mark application:* As of the application filing date, the applicant had a bona fide intention, and was entitled, to use the mark in commerce on or in connection with the identified goods/services in the application. *For a collective trademark, collective service mark, or collective membership mark application:* As of the application filing date, the applicant had a bona fide intention, and was entitled, to exercise legitimate control over the use of the mark in commerce by members on or in connection with the identified goods/services/collective membership organization. *For a certification mark application:* As of the application filing date, the applicant had a bona fide intention, and was entitled, to exercise legitimate control over the use of the mark in commerce by authorized users in connection with the identified goods/services, and the applicant will not engage in the production or marketing of the goods/services to which the mark is applied, except to advertise or promote recognition of the certification program or of the goods/services that meet the certification standards of the applicant.

In International Class 009, the mark was first used at least as early as 11/17/2015 and first used in commerce at least as early as 11/17/2015 .

Proposed: Class 009 for Computer interfaces and software for use in adapting settings, optimizing performance, automating tasks, and personalizing user experience on mobile phones, smartphones, wearable portable device, and other mobile devices based on user context, environments, activity, modality, behaviors, location, and time; global navigation satellite system (GNSS) tracking device; electronic non-medical portable devices primarily for measuring, storing, transferring, and synchronizing information about an individual's location, physical exercise, and activity levels, namely, date, time, global positioning, direction, altitude, speed, distance, and calorie consumption; computer software for data collection, aggregation, tabulation, and the management of information used in connection with consumer analysis, market research, and product development; computer application software for mobile, cloud, and networked computing devices, namely, software for content sharing and data aggregation
Filing Basis: Section 1(b), Intent to Use: *For a trademark or service mark application:* As of the application filing date, the applicant had a bona fide intention, and was entitled, to use the mark in commerce on or in connection with the identified goods/services in the application. *For a collective trademark, collective service mark, or collective membership mark application:* As of the application filing date, the applicant had a bona fide intention, and was entitled, to exercise legitimate control over the use of the mark in commerce by members on or in connection with the identified goods/services/collective membership organization. *For a certification mark application:* As of the application filing date, the applicant had a bona fide intention, and was entitled, to exercise legitimate control over the use of the mark in commerce by authorized users in connection with the identified goods/services, and the applicant will not engage in the production or marketing of the goods/services to which the mark is applied, except to advertise or promote recognition of the certification program or of the goods/services that meet the certification standards of the applicant.

In International Class 009, the mark was first used at least as early as 00/00/0000 . and first used in commerce at least as early as 00/00/0000 .

Applicant hereby submits one(or more) specimen(s) for Class 009 . The specimen(s) submitted consists of screenshots as they appear to the consumer/user-developer while using the software/goods and/or of screenshots of the electronic user guide for the software .
"**The substitute (or new, or originally submitted, if appropriate) specimen(s) was/were in use in commerce at least as early as the filing date of the application"***[for an application based on Section 1(a), Use in Commerce] OR* "**The substitute (or new, or originally submitted, if appropriate) specimen(s) was/were in use in commerce prior either to the filing of the Amendment to Allege Use or expiration of the filing deadline for filing a Statement of Use**" *[for an application based on Section 1(b) Intent-to-Use]. OR* "**The attached specimen is a true copy of the specimen that was originally submitted with the application, amendment to allege use, or statement of use**" [for an illegible specimen].
Original PDF file:
SPU0-208184134166-20180514172554601897_._COURSA_SPORTS_-_SDK_Introduction_page.pdf
Converted PDF file(s) (1 page)

[Specimen File1](#)
Original PDF file:
[SPU0-208184134166-20180514172554601897_._COURSA_SPORTS_-_Cloud_APIs_screenshot.pdf](#)
Converted PDF file(s) (1 page)
[Specimen File1](#)
Original PDF file:
[SPU0-208184134166-20180514172554601897_._COURSA_SPORTS_-_Screenshot_of_log_in_page.pdf](#)
Converted PDF file(s) (1 page)
[Specimen File1](#)
Original PDF file:
[SPU0-208184134166-20180514172554601897_._COURSA_SPORTS_-_Screenshot_of_welcome_page.pdf](#)
Converted PDF file(s) (1 page)
[Specimen File1](#)

Applicant proposes to amend the following class of goods/services in the application:
Current: Class 035 for Compilation of information into computer databases for commercial purposes
Original Filing Basis:
Filing Basis: Section 1(b), Intent to Use: *For a trademark or service mark application:* As of the application filing date, the applicant had a bona fide intention, and was entitled, to use the mark in commerce on or in connection with the identified goods/services in the application. *For a collective trademark, collective service mark, or collective membership mark application:* As of the application filing date, the applicant had a bona fide intention, and was entitled, to exercise legitimate control over the use of the mark in commerce by members on or in connection with the identified goods/services/collective membership organization. *For a certification mark application:* As of the application filing date, the applicant had a bona fide intention, and was entitled, to exercise legitimate control over the use of the mark in commerce by authorized users in connection with the identified goods/services, and the applicant will not engage in the production or marketing of the goods/services to which the mark is applied, except to advertise or promote recognition of the certification program or of the goods/services that meet the certification standards of the applicant.

In International Class 035, the mark was first used at least as early as 11/17/2015 and first used in commerce at least as early as 11/17/2015 .

Proposed: Class 035 for Compilation of information into computer databases for commercial purposes
Filing Basis: Section 1(b), Intent to Use: *For a trademark or service mark application:* As of the application filing date, the applicant had a bona fide intention, and was entitled, to use the mark in commerce on or in connection with the identified goods/services in the application. *For a collective trademark, collective service mark, or collective membership mark application:* As of the application filing date, the applicant had a bona fide intention, and was entitled, to exercise legitimate control over the use of the mark in commerce by members on or in connection with the identified goods/services/collective membership organization. *For a certification mark application:* As of the application filing date, the applicant had a bona fide intention, and was entitled, to exercise legitimate control over the use of the mark in commerce by authorized users in connection with the identified goods/services, and the applicant will not engage in the production or marketing of the goods/services to which the mark is applied, except to advertise or promote recognition of the certification program or of the goods/services that meet the certification standards of the applicant.

In International Class 035, the mark was first used at least as early as 11/17/2015 . and first used in commerce at least as early as 11/17/2015 .

Applicant hereby submits one(or more) specimen(s) for Class 035 . The specimen(s) submitted consists of copy of the Terms and Conditions from Applicant's Software License Agreement and a screenshot of Applicant's website where Terms and Conditions have to be actively accepted prior to download .
"The substitute (or new, or originally submitted, if appropriate) specimen(s) was/were in use in commerce at least as early as the filing date of the application"*[for an application based on Section 1(a), Use in Commerce] OR* **"The substitute (or new, or originally submitted, if appropriate) specimen(s) was/were in use in commerce prior either to the filing of the Amendment to Allege Use or expiration of the filing deadline for filing a Statement of Use**" *[for an application based on Section 1(b) Intent-to-Use]. OR* **"The attached specimen is a true copy of the specimen that was originally submitted with the application, amendment to allege use, or statement of use"** [for an illegible specimen].
JPG file(s):
[Specimen File1](#)
Original PDF file:
[SPU1-208184134166-20180514172554601897_._3662.003_specimen_cl_35-2.pdf](#)
Converted PDF file(s) (11 pages)
[Specimen File1](#)
[Specimen File2](#)
[Specimen File3](#)
[Specimen File4](#)

Original PDF file:
[SPU1-208184134166-20180514172554601897_._3662.003_specimen_cl_35.pdf](#)
Converted PDF file(s) (1 page)
[Specimen File1](#)

CORRESPONDENCE ADDRESS CHANGE
Applicant proposes to amend the following:
Current:
MONICA RIVA TALLEY
STERNE, KESSLER, GOLDSTEIN & FOX P.L.L.C.
1100 NEW YORK AVENUE, N.W.
WASHINGTON
District of Columbia
US
20005

Proposed:
Monica Riva Talley of STERNE, KESSLER, GOLDSTEIN & FOX P.L.L.C., having an address of
1100 NEW YORK AVENUE, N.W. WASHINGTON, District of Columbia 20005
United States
tm@sternekessler.com;mtalley@sternekessler.com; ldalier@sternekessler.com; amartins@sternekessler.com
202-371-2600
202-371-2540
The docket/reference number is 3662.0030000 .

SIGNATURE(S)
Declaration Signature

DECLARATION: The signatory being warned that willful false statements and the like are punishable by fine or imprisonment, or both, under 18 U.S.C. § 1001, and that such willful false statements and the like may jeopardize the validity of the application or submission or any registration resulting therefrom, declares that, if the applicant submitted the application or allegation of use (AOU) unsigned, all statements in the application or AOU and this submission based on the signatory's own knowledge are true, and all statements in the application or AOU and this submission made on information and belief are believed to be true.

STATEMENTS FOR UNSIGNED SECTION 1(a) APPLICATION/AOU: If the applicant filed an unsigned application under 15 U.S.C. §1051(a) or AOU under 15 U.S.C. §1051(c), the signatory additionally believes that: the applicant is the owner of the mark sought to be registered; the mark is in use in commerce and was in use in commerce as of the filing date of the application or AOU on or in connection with the goods/services/collective membership organization in the application or AOU; the original specimen(s), if applicable, shows the mark in use in commerce as of the filing date of the application or AOU on or in connection with the goods/services/collective membership organization in the application or AOU; *for a collective trademark, collective service mark, collective membership mark application, or certification mark application,* the applicant is exercising legitimate control over the use of the mark in commerce and was exercising legitimate control over the use of the mark in commerce as of the filing date of the application or AOU; *for a certification mark application,* the applicant is not engaged in the production or marketing of the goods/services to which the mark is applied, except to advertise or promote recognition of the certification program or of the goods/services that meet the certification standards of the applicant. **To the best of the signatory's knowledge and belief, no other persons, except, if applicable, authorized users, members, and/or concurrent users, have the right to use the mark in commerce, either in the identical form or in such near resemblance as to be likely, when used on or in connection with the goods/services/collective membership organization of such other persons, to cause confusion or mistake, or to deceive.**

STATEMENTS FOR UNSIGNED SECTION 1(b)/SECTION 44 APPLICATION AND FOR SECTION 66(a) COLLECTIVE/CERTIFICATION MARK APPLICATION: If the applicant filed an unsigned application under 15 U.S.C. §§ 1051(b), 1126(d), and/or 1126(e), or filed a collective/certification mark application under 15 U.S.C. §1141f(a), the signatory additionally believes that:

for a trademark or service mark application, the applicant is entitled to use the mark in commerce on or in connection with the goods/services specified in the application; the applicant has a bona fide intention to use the mark in commerce and had a bona fide intention to use the mark in commerce as of the application filing date; *for a collective trademark, collective service mark, collective membership mark, or certification mark application,* the applicant has a bona fide intention, and is entitled, to exercise legitimate control over the use of the mark in commerce and had a bona fide intention, and was entitled, to exercise legitimate control over the use of the mark in commerce as of the application filing date; the signatory is properly authorized to execute the declaration on behalf of the applicant; *for a certification mark application,* the applicant will not engage in the production or marketing of the goods/services to which the mark is applied, except to advertise or promote recognition of the certification program or of the goods/services that meet the certification standards of the applicant. **To the best of the signatory's knowledge and belief, no other persons, except, if applicable, authorized users, members, and/or concurrent users, have the right to use the mark in commerce, either in the identical form or in such near resemblance as to be likely, when used on or in connection with the goods/services/collective membership organization of such other persons, to cause confusion or mistake, or to deceive.**

Signature: /Monica Riva Talley/   Date: 05/14/2018
Signatory's Name: Monica Riva Talley
Signatory's Position: Attorney of Record, Member of Virginia and Washington, DC bars
Signatory's Phone Number: 202-371-2600

Request for Reconsideration Signature
Signature: /Monica Riva Talley/   Date: 05/14/2018
Signatory's Name: Monica Riva Talley
Signatory's Position: Attorney of Record, VA and DC bar member

Signatory's Phone Number: 202-371-2600

The signatory has confirmed that he/she is an attorney who is a member in good standing of the bar of the highest court of a U.S. state, which includes the District of Columbia, Puerto Rico, and other federal territories and possessions; and he/she is currently the owner's/holder's attorney or an associate thereof; and to the best of his/her knowledge, if prior to his/her appointment another U.S. attorney or a Canadian attorney/agent not currently associated with his/her company/firm previously represented the owner/holder in this matter: (1) the owner/holder has filed or is concurrently filing a signed revocation of or substitute power of attorney with the USPTO; (2) the USPTO has granted the request of the prior representative to withdraw; (3) the owner/holder has filed a power of attorney appointing him/her in this matter; or (4) the owner's/holder's appointed U.S. attorney or Canadian attorney/agent has filed a power of attorney appointing him/her as an associate attorney in this matter.

The applicant is not filing a Notice of Appeal in conjunction with this Request for Reconsideration.

Mailing Address: Monica Riva Talley
  STERNE, KESSLER, GOLDSTEIN & FOX P.L.L.C.
  1100 NEW YORK AVENUE, N.W.
  WASHINGTON, District of Columbia 20005

Serial Number: 86821875
Internet Transmission Date: Mon May 14 18:33:59 EDT 2018
TEAS Stamp: USPTO/RFR-XXX.XXX.XXX.XXX-20180514183359
387004-86821875-6104974ed3b7fd6ca5b065ab
b610f4748f27bb81c37bdccb81b769d9d58df9d5
cc-N/A-N/A-20180514180622411245

Re: U.S. Trademark Application No. 86/821,875
        Mark: **COURSA SPORTS**
        Our Ref.: 3662.0030000

Request for Reconsideration

In a Final Office Action issued November 13, 2017, the Examining Attorney refused registration of the above-identified mark under Sections 1 and 45 of the Trademark Act on the grounds that the filed specimens are illegible and thus not acceptable to show use in commerce, and do not show use with the applied-for goods and/or services.

The Examining Attorney also raised a new issue in this Final Office Action. Specifically, the Examining Attorney has now indicated that the specimens are unacceptable because the mark as shown in the specimens does not match the mark in the drawing page. The Examining Attorney argues that the specimens display the mark as COURSASPORTS where as the drawing displays the mark as COURSA SPORTS. Applicant respectfully disagrees and requests reconsideration for the reasons discussed below.

Applicant seeks to register the mark COURSA SPORTS for the following goods and services:

> Computer interfaces and software for use in adapting settings, optimizing performance, automating tasks, and personalizing user experience on mobile phones, smartphones, wearable portable device, and other mobile devices based on user context, environments, activity, modality, behaviors, location, and time; global navigation satellite system (GNSS) tracking device; electronic non-medical portable devices primarily for measuring, storing, transferring, and synchronizing information about an individual's location, physical exercise, and activity levels, namely, date, time, global positioning, direction, altitude, speed, distance, and calorie consumption; computer software for data collection, aggregation, tabulation, and the management of information used in connection with consumer analysis, market research, and product development; computer application software for mobile, cloud, and networked computing devices, namely, software for content sharing and data aggregation, in Class 9; and

> Compilation of information into computer databases for commercial purposes, in Class 35.

.
As discussed above, the Examining Attorney has refused registration based on the grounds that the previously filed specimens do not show use of the mark in connection with the applied-for goods/services. While Applicant respectfully disagrees, Applicant addresses the Examining Attorney's arguments below, and requests that the Examining Attorney withdraw the refusal and allow the application to proceed to publication.

1. **The filed, supplemental, and substitute specimens show use of the mark in connection with the applied-for goods and services.**

The Examining Attorney rejected Applicant's "first" specimen filed with Applicant's October 24, 2017 response, arguing that pages 1 and 2 of the specimens, as filed, are illegible -- except for the headings "Coursa Sports SDK Introduction," "Coursa Sports Integration," "Sample Integration," and "Download SDK." Applicant accepts that the text under these headings may be too small to be legible. However, Applicant submits that even if the additional information is difficult to read, the headings, which are in close proximity to the mark, provide sufficient information to associate the mark with the goods/services.

Applicant offers its mobile SDK (a software kit for mobile applications) through a cloud-based platform and also offers a SDK "software development kit" that is downloadable software and that resides on the users' (i.e., software developers') computers. Applicant, therefore, respectfully disagrees with the Examining Attorney's conclusion that it does not offer the applied-for software goods in Class 9.

The headings "Coursa Sports SDK Introduction" and "Coursa Sports Integration" immediately convey to users that the goods include a SDK feature and that the COURSA SPORTS SDK can be integrated into an application. Additionally, the "Download SDK" heading, featured on page 2 of the previously submitted specimens, which hovers directly above a download button, evidences that the COURSA SPORTS software is also available by downloadable means and is intended for integration into downloadable mobile application software.

Applicant submits that as the previously filed specimens provide sufficient information about the nature, feature or purpose of the goods, show the mark in close proximity to the headings/information, and are of the type commonly used in the software industry, the specimens should have been accepted.

With respect to the Class 35 services, Applicant respectfully maintains that the copy of its COURSA SPORTS website submitted in support of its Statement of Use demonstrates that Applicant provides commercial data-compilation services to its software developer customers. As noted in Applicant's first Response, the "Developer Tools" portion of Applicant's website states that COURSA SPORTS API ("application programming interface") "pulls COURSA insights directly into your system." This is a direct reference to Applicant's provision of software code that enables its customer software development professionals to connect to data obtained by the COURSA SPORTS sensor devices and compiled into Applicant's databases, and pull this data into the customers' own third-party software for use in their wearable "internet of things" tracking devices. Further, Applicant submits that the supplemental specimen of the "Coursa Sports SDK Introduction" screenshot supports Applicant's earlier arguments and further promotes the Class 35 services stating that the Coursa Sports Android SDK will upload session data to the Coursa servers where user route information is generated. This route data is then made available through the Coursa Sports REST APIs."

However, in an effort to move this application to registration more quickly, Applicant attaches a true, unaltered copy of the originally submitted specimen found on Page 1 of the specimens filed in October.

Applicant states under 37 C.F.R. §2.20 that this specimen is a true copy of the specimen originally submitted.

Applicant also submits the following additional and supplemental specimens:

1) a screenshot of Applicant's "DSL iOS Integration" page featuring the mark prominently and in close proximity in the upper left corner of the page;

and

2) a screenshot of the website where developers log in to download Applicant's software development programs, as seen by Applicant's customers once they have subscribed, downloaded, and logged into the programs.

The screenshot with the heading "Coursa Sports DSL iOS Integration" clearly and legibly states "This section illustrates the ease of integration of the Coursa Sports DSL iOS framework into an application." In the next paragraph, under the "Coursa Sports DSL Target Properties Requirements," the document directs "In the project navigator menu (folder image on left navigator bar in XCode) select the top item showing the application name." These instructions are typical of instructions found in an online and/or printed user guide and sold/offered in connection with software programs. Therefore, Applicant submits this supplemental specimen also associates the mark with the applied-for goods.

Finally, contrary to the Examining Attorney's statement that, in the previously filed specimens, the appearance of the wording "Logout" next to the mark COURSASPORTS suggests Applicant offers software as a service services, Applicant submits that as the software is downloadable, it is properly classified in Class 9. Further, Applicant submits numerous downloadable software programs, and/or software offered on CD-ROM, require users to create a username and password to log into their own software; this feature adds a desired level of security to the software similar to the security offered when one purchases TurboTax® software on CD-ROM or as downloadable software.

The supplemental specimens prominently feature the COURSA SPORTS mark as displayed on the screen, and Applicant states under 37 C.F.R. §2.20 that these supplemental specimens were in use in commerce prior to the expiration of the filing deadline for Statement of Use.

2. The mark shown on the specimen matches the applied-for mark in the drawing.

The Examining Attorney has also now refused registration on the grounds that the previously filed specimens do not "match" the applied-for mark in the drawing. Applicant respectfully submits that the mark shown on the specimens and the mark in the drawing page are substantially exact such that this refusal should be withdrawn.

The mark COURSA SPORTS appears in the upper left hand of the website http://www.coursasports.com and on the submitted screengrabs. The term COURSA appears in a thick font in blue ink, clearly separating and distinguishing it from the descriptive and disclaimed term SPORTS, which appears in a much thinner green font. Applicant submits that the font size and ink colors create a natural distinguishability and separation between the terms.

Furthermore, as Applicant may display the terms in any style or shape desired, and as close or far from each other as desired (provided they are seen together in the same order as the applied-for mark), Applicant submits that the proximity of the two terms in the mark is in they eye of the beholder and thus may easily be interpreted by some as two words with very little space between the terms, which is the applied for mark.

Applicant submits that the drawing shows the mark sought to be registered and is a substantially exact representation of the mark as used in connection with the applied-for goods/services, as shown by the specimen. Therefore, Applicant has provided the required evidence of use of the applied-for mark in commerce in connection with Applicant's goods/services. In an abundance of caution, should the Examining Attorney not find Applicant's arguments persuasive, Applicant will submit a new drawing of the mark showing the mark as combined terms.

For at least the above reasons, Applicant submits that the specimens submitted on March 22, 2017, on October 24, 2017, and the supplemental and substitute specimens submitted herewith, are sufficient to show use of the COURSA SPORTS mark in commerce in connection wit the applied for goods and services.

Accordingly, Applicant respectfully requests that the Examining Attorney withdraw the refusal and allow the application to proceed to registration.

Coursa Sports SDK Introduction

The InvenSense Coursa Sports Android SDK provides an easy to integrate, low power solution for determining real-time user speed and distance estimates. Coursa Sports achieves this by utilizing device sensor data and periodic GNSS location updates to retain accuracy while reducing overall power usage. When real-time estimates are no longer required, the Coursa Sports Android SDK will upload session data to the Coursa servers where user route information is generated. This route data is then made available through the Coursa Sports REST APIs.

Coursa Sports Integration

This section illustrates the ease of integration of the Coursa Sports Java SDK into an application. It requires only a handful of API calls to get up and running. The subsequent sections provide additional details on these APIs.

Sample Integration

```
code  source
1.    @Override
2.    public int onStartCommand(Intent intent, int flags, int startId)
3.    {
4.        String sdkKey = new String("--INSERT-GROUP-KEY-HERE--");
5.        String userId = new String("--INSERT-USER-NAME-HERE--");
6.        ...
7.        dsl = new InvDsl();
8.        dsl.invDslInitialize(sdkKey,userId);
9.        ...
10.   }
11.   public void startDsl()
12.   {
13.       ...
14.       /* The default library settings. */
15.       InvDsl.InvDslInitSettings initialParameters = dsl.new InvDslInitSettings();
16.       /* Ensure a valid read/write path exists. */
17.       initialParameters.basePath = "/sdcard/dsl/";
18.       /* The second parameter 'thisListener' references an implementation of
19.        * the InvDslEventListener interface.  The third parameter requires that
20.        * 'thisContext' is a valid Android application Context.
21.        */
22.       int status = dsl.invDslStart(initialParameters,
23.                                    (InvDslEventListener) thisListener,
24.                                    thisContext);
25.   }
26.   public void invDslOnError(int type)
27.   {
28.       /* Error reporting logic to be implemented by customer. */
29.   }
30.   public void invDslOnUpdate(InvDslData dslData)
31.   {
32.       /* Speed/Distance consumption logic to be implemented by customer. */
33.   }
34.   public void stopDsl()
35.   {
36.       ...
37.       dsl.invDslStop();
38.   }
39.   @Override
40.   public void onDestroy()
41.   {
42.       ...
43.       dsl.invDslDeInitialize();
44.   }
```

Android Manifest Requirements

```
code  source
1.    <!--?xml version="1.0" encoding="utf-8"?-->
2.    <manifest>
```

Coursa Sports DSL iOS Integration

This section illustrates the ease of integration of the Coursa Sports DSL iOS framework into an application. It requires only a small number of API function calls to initialize the application. The subsequent section details the DSL iOS framework API.

Coursa Sports DSL Target Properties Requirements

In the project navigator menu (folder image on left navigator bar in XCode) select the top item showing the application name. Under the 'info tab', ensure that the items shown by the black arrows in the image below are visible in the iOS Target Properties section. In the 'General' tab within the navigator menu also ensure that the InvDsl.framework is referenced in the 'Embedded Binaries' and 'Linked Frameworks and Libraries' sections.

Coursa Sports DSL Info.plist Requirements

In the info.plist ensure that the items shown by the black arrows in the image below are added. Note that the 'Application supports Itunes file sharing' option is only needed if you wish to share the output files of the InvDsl.framework. For this option to work the base file path should be set to the documents directory (this is default if not set).

Coursa Sports DSL Capability Requirements

In the project navigator menu (folder image on left navigator bar in XCode) select the top item showing the application name. Under the Capabilities tab ensure that 'Background Modes' is set to on and that the 'Location updates' is checked. This allows the InvDSL.framework to continue running when the screen is suspended or if the user navigates away from the application screen (hits the home button). Note that the framework will only continue running in the background if the invStartDsl function has been called and the framework has previously been initialized (invDslInitialize). If the invDslStop function has been called or the framework has been de-initialized (invDslDeInitialize) the application will close/suspend normally.

Coursa Sports DSL App Delegate Sample Integration

```
code  source
 1.  //
 2.  //  AppDelegate.m
 3.  //  DSL API Sample
 4.  //
 5.  //  Created by InvenSense Canada on 2015-10-29.
 6.  //  Copyright (c) 2015 Invensense Canada. All rights reserved.
 7.  //
 8.  #import "AppDelegate.h"
 9.  @import Foundation;
10.  #import "InvDSL.framework/Headers/DslObject.h"
11.  #import "InvDSL.framework/Headers/InvDslDefs.h"
12.  @interface AppDelegate ()
13.  @end
14.  @implementation AppDelegate
15.  @synthesize navigationController=_navigationController;
16.  - (BOOL)application:(UIApplication *)application didFinishLaunchingWithOptions:(NSDictionary *)launch
     Options {
17.      // Create/Retrieve DslObject Singleton
18.      navdata = [DslObject sharedInstance];
19.      // Pull the version values and store in root.plist
20.      InvDslVersions *ver = [navdata invDslPollVersions];
21.      [[NSUserDefaults standardUserDefaults] setObject:[ver SdkVersion] forKey:@"SdkVersion"];
22.      [[NSUserDefaults standardUserDefaults] setObject:[ver LibVersion] forKey:@"LibVersion"];
23.      [[NSUserDefaults standardUserDefaults] setObject:[ver DslVersion] forKey:@"DslVersion"];
24.      [[NSUserDefaults standardUserDefaults] setObject:[ver DslMplVersion] forKey:@"MplVersion"];
25.
26.      ...
27.
28.      NSString *SdkKey = @"--INSERT--GROUP--KEY--HERE--";
29.      NSString *UserId = @"--INSERT--USER--NAME--HERE--";
30.
31.      // Initialize DslObject
32.      InvDslReturnStatus rtn = [navdata invDslInitialize_sdkKey:sdkKey AndUserId:UserId];
33.      if (rtn != DSL_SUCCESS)
34.      {
```

Coursasports

Coursa Sports Cloud APIs

/datasets/sorted/filtered

- **Implementation Notes:**
  - Get list of links for a specific user's data
- **Parameters**
  - *apikey(required)*
    - Description: unique API key for retrieving the Coursa dataset
    - Parameter Type: header
    - Data Type: string
  - *uid(required)*
    - Description: user ID associated with the client data
    - Parameter Type: header
    - Data Type: string
  - *daterange(required)*
    - Description: date range.
    - Parameter Type: header
    - Data Type: string. *e.g. daterange:2014_09_01_00_01_22-2015_10_05_23_56_01*
- **Response Messages**
  - HTTP status code: 200
    - Reason: JSON object of list of files
  - HTTP status code: 405
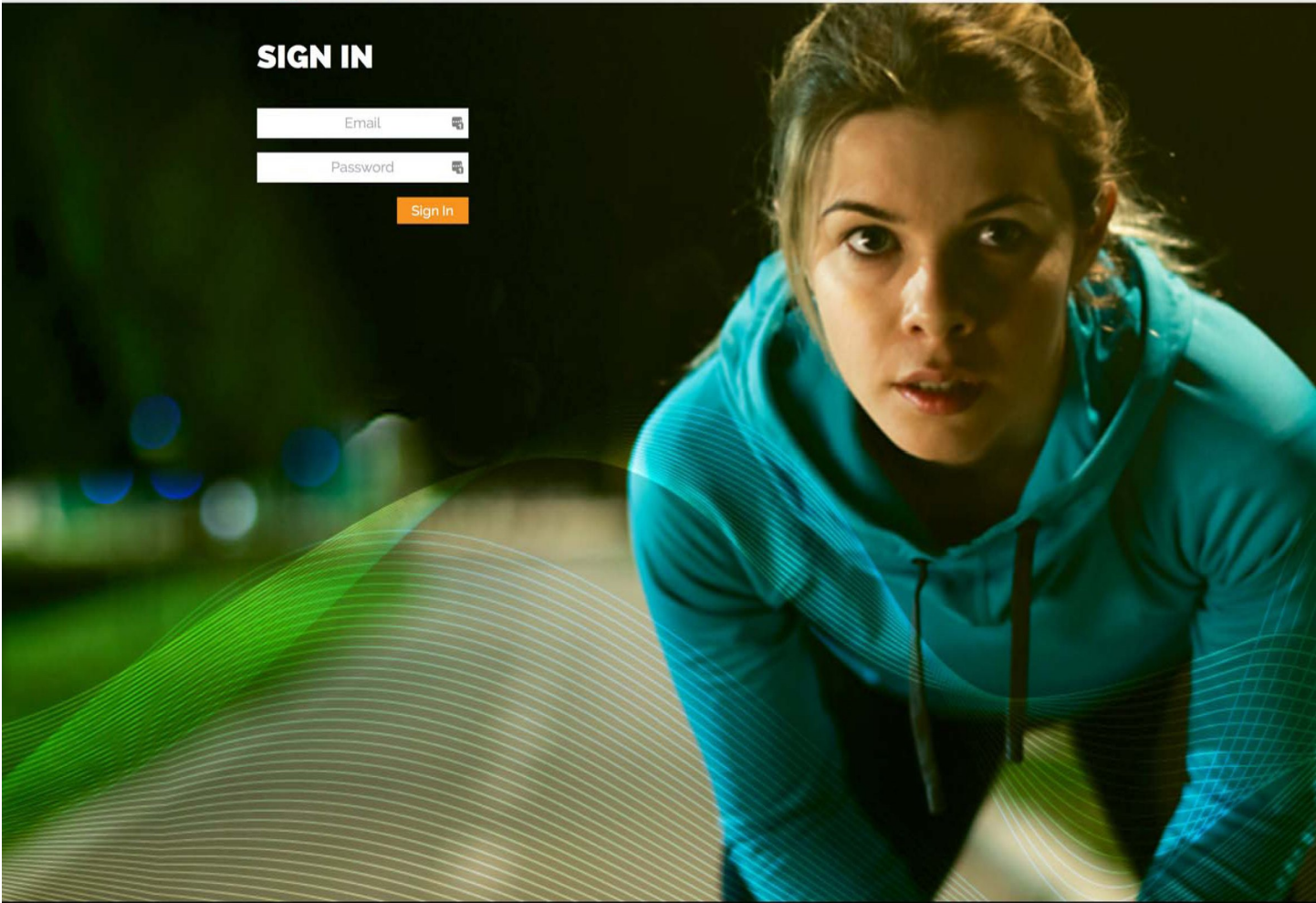   - Reason: Invalid input
- **Sample Code**

```
code  source
1.   function curl_data_retrieve_request($apikey, $userNameEmail){
2.     $ch = curl_init();
3.     $ret = curl_setopt($ch, CURLOPT_URL,  "<server>/datasets/sorted/filtered/daterange:2014_09_01_
       00_01_22-2015_10_05_23_56_01");
4.     $ret = curl_setopt($ch, CURLOPT_HTTPHEADER, array("apikey: $apikey", "uid: $userNameEmail"));
5.     $ret = curl_setopt($ch, CURLOPT_FOLLOWLOCATION, 1);
6.     $ret = curl_setopt($ch, CURLOPT_RETURNTRANSFER, 1);
7.     $ret = curl_setopt($ch, CURLOPT_TIMEOUT,        30);
8.     $ret = curl_exec($ch);
9.     $resp = curl_exec($ch);
10.    curl_close($ch);
11.    $response = json_decode($resp);
12.    return $response;
13.  }
14.  </server>
```
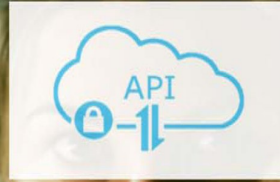
REACH US

Welcome to Coursa Sports

iOS

ANDROID

API

Coursa Sports SDK Introduction

The InvenSense Coursa Sports Android SDK provides an easy to integrate, low power solution for determining real-time user speed and distance estimates. Coursa Sports achieves this by utilizing device sensor data and periodic GNSS location updates to retain accuracy while reducing overall power usage. When real-time estimates are no longer required, the Coursa Sports Android SDK will upload session data to the Coursa servers where user route information is generated. This route data is then made available through the Coursa Sports REST APIs.

Coursa Sports Integration

This section illustrates the ease of integration of the Coursa Sports Java SDK into an application. It requires only a handful of API calls to get up and running. The subsequent sections provide additional details on these APIs.

Sample Integration

```
code source
1.      @Override
2.      public int onStartCommand(Intent intent, int flags, int startId)
3.      {
4.          String sdkKey = new String("--INSERT-GROUP-KEY-HERE--");
5.          String userId = new String("--INSERT-USER-NAME-HERE--");
6.          ...
7.          dsl = new InvDsl();
8.          dsl.invDslInitialize(sdkKey,userId);
9.          ...
10.     }
11.     public void startDsl()
12.     {
13.         ...
14.         /* The default library settings. */
15.         InvDsl.InvDslInitSettings initialParameters = dsl. new InvDslInitSettings();
16.         /* Ensure a valid read/write path exists. */
17.         initialParameters.basePath = "/sdcard/dsl/";
18.         /* The second parameter 'thisListener' references an implementation of
19.          * the InvDslEventListener interface.  The third parameter requires that
20.          * 'thisContext' is a valid Android application Context.
21.          */
22.         int status = dsl.invDslStart(initialParameters,
23.                                     (InvDslEventListener) thisListener,
24.                                     thisContext);
25.     }
26.     public void invDslOnError(int type)
27.     {
28.         /* Error reporting logic to be implemented by customer. */
29.     }
30.     public void invDslOnUpdate(InvDslData dslData)
31.     {
32.         /* Speed/Distance consumption logic to be implemented by customer. */
33.     }
34.     public void stopDsl()
35.     {
36.         ...
37.         dsl.invDslStop();
38.     }
39.     @Override
40.     public void onDestroy()
41.     {
42.         ...
43.         dsl.invDslDeInitialize();
44.     }
```

Android Manifest Requirements

```
code source
1.      <!--?xml version="1.0" encoding="utf-8"?-->
2.      <manifest>
```

Coursa Sports Cloud APIs

Coursa Sports Cloud APIs
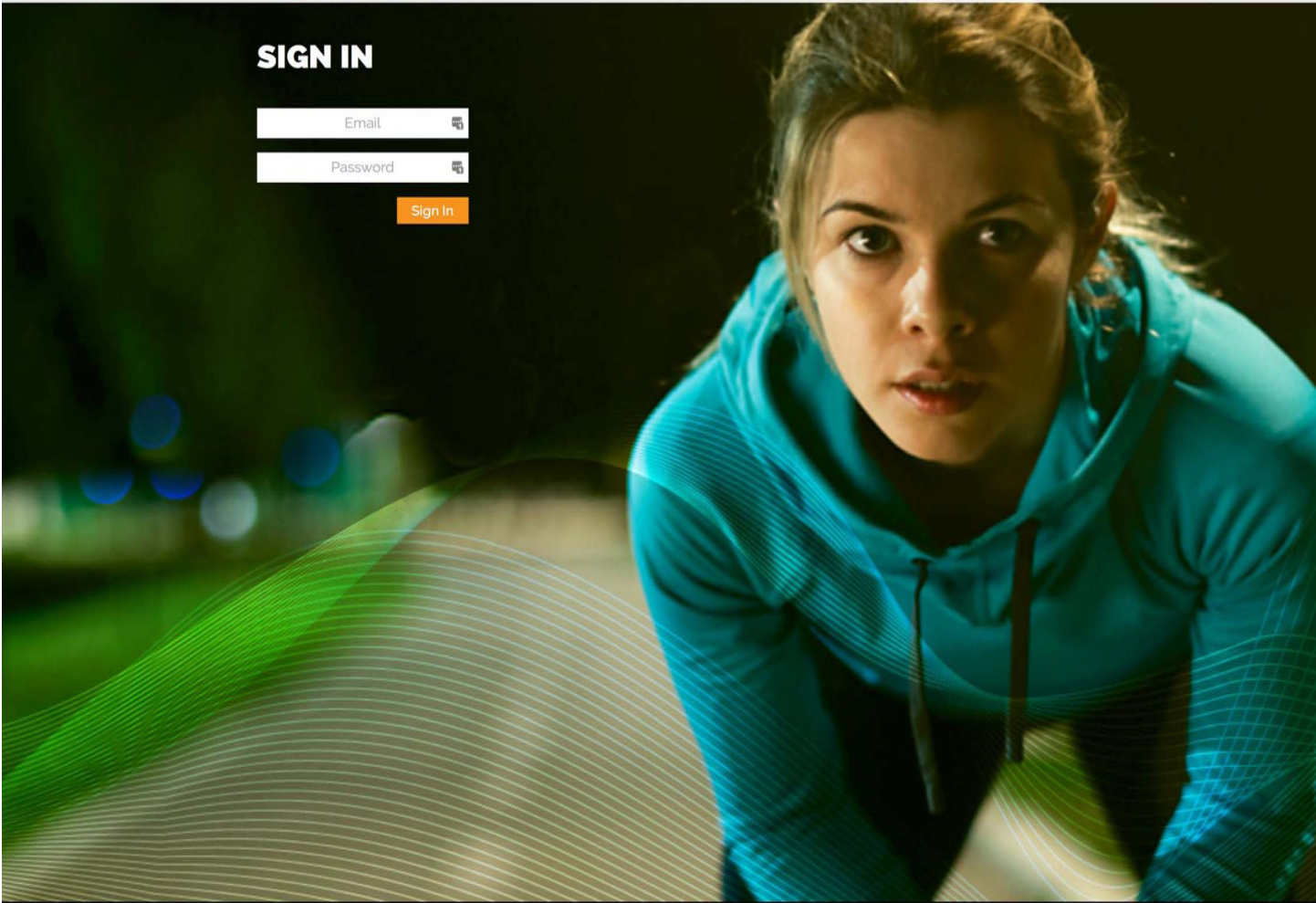
/datasets/sorted/filtered

- **Implementation Notes:**
  - Get list of links for a specific user's data
- **Parameters**
  - *apikey(required)*
    - Description: unique API key for retrieving the Coursa dataset
    - Parameter Type: header
    - Data Type: string
  - *uid(required)*
    - Description: user ID associated with the client data
    - Parameter Type: header
    - Data Type: string
  - *daterange(required)*
    - Description: date range.
    - Parameter Type: header
    - Data Type: string. *e.g. daterange:2014_09_01_00_01_22-2015_10_05_23_56_01*
- **Response Messages**
  - HTTP status code: 200
    - Reason: JSON object of list of files
  - HTTP status code: 405
    - Reason: Invalid input
- **Sample Code**

```
code   source
1.   function curl_data_retrieve_request($apikey, $userNameEmail){
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00_01_22-2015_10_05_23_56_01");
4.     $ret = curl_setopt($ch, CURLOPT_HTTPHEADER, array("apikey: $apikey", "uid: $userNameEmail"));
5.     $ret = curl_setopt($ch, CURLOPT_FOLLOWLOCATION, 1);
6.     $ret = curl_setopt($ch, CURLOPT_RETURNTRANSFER, 1);
7.     $ret = curl_setopt($ch, CURLOPT_TIMEOUT,        30);
8.     $ret = curl_exec($ch);
9.     $resp = curl_exec($ch);
10.    curl_close($ch);
11.    $response = json_decode($resp);
12.    return $response;
13.  }
14.  </server>
```

REACH US

coursasports.com

Coursasports

Sign In   Try It Now

SIGN IN

Email

Password

Sign In

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INVENSENSE COURSA SPORTS SOFTWARE LICENSE AND TERMS OF SERVICE AGREEMENT ("AGREEMENT")

Last Update: November 14, 2015

BY SELECTING AGREE OR DOWNLOADING THE SOFTWARE AND OTHER AVAILABLE COURSA SPORTS RELATED MATERIALS, YOU ACKNOWLEDGE AND AGREE, THAT YOU HAVE READ THIS AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY THE FOLLOWING TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU USE OR ARE ENGAGING IN ACTIVITIES UNDER THIS AGREEMENT FOR A BUSINESS, COMPANY OR CORPORATE ENTITY ("COMPANY"), WHETHER AS AN EMPLOYEE OR CONTRACTOR, THE TERMS "YOU" AND "YOUR" INCLUDE, AND THE TERMS AND CONDITIONS HEREOF ARE BINDING ON, BOTH YOU AS AN INDIVIDUAL AS WELL AS SUCH COMPANY. IN ADDITION, YOU REPRESENT AND WARRANT THAT YOU HAVE THE AUTHORITY TO BIND SUCH COMPANY, AND THAT SUCH COMPANY HAS AUTHORIZED YOU TO ACCEPT THE TERMS OF THIS AGREEMENT ON ITS BEHALF. If YOU do not HAVE AUTHORITY OR DO NOT agree to the terms and condition of this Agreement, THEN do not downLOAD the SOFTWARE OR OTHER COURSA SPORTS RELATED MATERIALS.

1. Coursa Sports Service. Coursa Sports is a cloud-based Software as a Service fitness tracking platform for Your health and fitness applications ("SaaS") comprising of the following: software development kit ("Client SDK"), including APIs, headers, libraries, sample code, other software, and any updates thereto, and all related

documentation made available by InvenSense via coursasports.com and/or coursa.net/sports (or other developer portal for Coursa Sports Service provided by InvenSense), all data generated, uploaded, submitted, disclosed, or distributed through the use of the Client SDK with Your Application (the "Data") and InvenSense owned or controlled backend servers and server software that implement the SaaS (collectively, referred to herein as "Coursa Sports Service"). Except as expressly indicated herein, all terms and conditions of this Agreement apply to Coursa Sports Service.

2. Registration. You must register with InvenSense at coursasports.com or and/or coursa.net/sports to access and use Client SDK and Coursa Sports Service. InvenSense reserves the right to refuse to open an account for, or to deny the registration of, any individual, company or entity for any reason in InvenSense's sole discretion. You are responsible for protecting Your password and take full responsibility for any use of Your account or any activity that occurs under Your account. Following sign up and registration, You will receive an access key that enables a particular feature or set of features. Any such access key may only be used by You and solely in connection with Your Application and in accordance with the license grant hereunder.

You agree not to (i) use the account, username, key or password of another individual or entity, or (ii) disclose or share Your account password or access key with or to any third party. You agree to notify InvenSense immediately if You suspect any unauthorized use of Your account or access key. InvenSense has the right to monitor Your use of the access key and Your Application to ensure they are not used except in accordance with the development and distribution licenses set forth below. If used otherwise, InvenSense has the right to immediately revoke Your account and/or access key and may restrict or deny the ability to download, access and use Client SDK or Coursa Sports Service. InvenSense has no obligation to provide any explanation or justification for any such action.

3. Pricing Plan and Payment Terms. Certain features of Coursa Sports Service are provided to you without charge up to certain "session" limits and if Your Application otherwise exceeds the free session limits, You will be charged the per session hour fees in the pricing plan posted at coursasports.com or coursa.net/sports (the "Pricing Plan"). What constitutes a "session" and other pricing details are described in the Pricing Plan, which are incorporated herein by reference. You understand and agree that InvenSense may further limit the number of sessions Your Applications may send or receive through

Coursa Sports Service; such fixed upper limits may be set by InvenSense at any time, at InvenSense's discretion.

InvenSense may opt to make available additional customized features of Coursa Sports Service in exchange for the payment of additional fees or otherwise change the Pricing Plan, and associated fees, at any time upon posting or providing notice of such changes or new fees at Coursasports.com, coursa.net/sports or other Coursa Sports Service developer website provided by InvenSense. Upon such posting, the new or updated Pricing Plan shall be the effective Pricing Plan hereunder. Such modified Fees shall automatically go into effect upon their posting or provision (and become the fees payable hereunder), unless and until You terminate this Agreement and cease your use and access to Coursa Sports Service in accordance with the termination provisions herein. Your continued use of or access to the Client SDK or Coursa Sports Service after the posting or provision of changed or new Fees shall constitute your acceptance of such modified or new fees and the updated Pricing Plan.

The payment terms and billing cycle (monthly, unless otherwise stated) are set out in the Pricing Plan. InvenSense will charge the applicable fees in accordance with the billing cycle using the payment method You have selected. You agree that InvenSense is permitted to charge the applicable fees to You by using the payment method You have chosen on an ongoing basis, and any applicable taxes, and other charges You may incur from your Pricing Plan. InvenSense is not responsible for charges You may incur in connection with the payments (such as transaction, overdraft or interest fees and charges). Fees and charges are not refundable unless otherwise provided by applicable mandatory law or expressly stated in these Terms.

4. Audit Rights. You shall maintain accurate records of sessions used by your Application and payment of all fees due to InvenSense hereunder for a period of at least two (2) years after such fees are due and payable. Upon reasonable notice and at reasonable time, InvenSense shall have the right to audit Your records relating to this Agreement. You shall cooperate fully with InvenSense's appointed auditors. If any audit conducted hereunder indicates that any amount due InvenSense was underpaid and/or that You have underreported the quantity of sessions, You shall promptly pay to InvenSense the amount due. All expenses associated with any such audit shall be paid by InvenSense unless the audit reveals a discrepancy, in which case You shall pay such expenses as well as any amount due InvenSense.

5. Development and Distribution License. Subject to and conditioned upon Your compliance with the terms and conditions of this Agreement, InvenSense hereby grants you a personal, non-exclusive, non-sublicensable, non-transferable, revocable, limited license to: (i) install and use a reasonable number of copies of the Client SDK on computers owned or controlled by You for the purpose of developing and testing applications that are intended for use solely in connection InvenSense's Coursa Sports Service ("**Application**"); (ii) modify and incorporate into your Application any sample code provided in the Client SDK; and (iii) copy and distribute (or have copied and distributed) any .lib code, .dll files, .so files, sample code, or other materials InvenSense specifically designate in the Client SDK as made available for incorporation into or distribution with Applications, solely as compiled with, incorporated into, or packaged with, your Application and for use solely in connection InvenSense's Coursa Sports Service.

6. Updates. At its discretion, InvenSense may make available upgrades or updates to Coursa Sports Service during the term of this Agreement (and such upgrades or updates will be become subject to the same terms and conditions as Coursa Sports Service under this Agreement). However, InvenSense is under no obligation to provide any support or maintenance for Coursa Sports Service. Coursa Sports Service is provided to You with no obligation whatsoever on the part of InvenSense to correct errors, notify You of known errors, update Coursa Sports Service, or port Coursa Sports Service to any other operating system, device, or hardware. You also understand that InvenSense may limit, modify, or cease support of current or old versions or releases of Coursa Sports Service, including APIs, at any time, in its sole discretion, without liability.

7. Restrictions. The development and distribution licenses to the Client SDK granted to You hereunder are solely for the limited purposes set forth in Development and Distribution License grants set forth above. Coursa Sports Service shall not be used for any other purpose or use and are subject to the following restrictions, as well as others listed in this Agreement:

Except as expressly permitted in the license grants set forth above, You may not, and may not enable others to: (i) publish, distribute or copy the Client SDK; (ii) modify or create derivative works of the Client SDK; (iii), reverse engineer, decompile, disassemble or otherwise attempt to reconstruct, identify or discover any source code, underlying ideas, techniques, or algorithms in the Client SDK or any software that forms part of the InvenSense Coursa Sports Service, nor attempt to circumvent any related

security measures (except as and only to the extent any foregoing restriction is prohibited by applicable law or permitted by applicable law notwithstanding the foregoing restriction, or to the extent as may be permitted by licensing terms governing use of any open source software components or sample code included within the Client SDK); or (iv) remove, obscure, or alter any proprietary rights or confidentiality notices within the Client SDK or any software, documentation or other materials in it or supplied with it.

8. Trademarks. You may indicate that your Application is "Coursa Sports Service-enabled" or "Powered by Coursa Sports Service". However, unless provided in an agreement between you and InvenSense, you may not otherwise use "InvenSense", "Coursa", "Coursa Sports Service" or any other trademark of InvenSense in connection with your Application or company, or in any URL, product, service, name field or logos created by you.

Upon the successful launch of Your Application, you agree to grant InvenSense a limited, non- exclusive, non-transferrable license to use your name, logo, and or graphic design elements for the purpose of publicly promoting Your Application and Your Application's affiliation with InvenSense, to users and partners within the InvenSense Coursa platform and/or on InvenSense's website, in print materials, and on the websites and online services of our affiliates and advertising partners. You represent and warrant to us that such materials shall not infringe or violate the intellectual property rights of any third parties.

9. Other Licenses; End User Licenses. The Client SDK or any software that forms part of the InvenSense Coursa Sports Service may otherwise include software, including open source software, or other materials that are provided under a separate license agreement, and that separate license will govern the use of such software or other materials in the event of a conflict with this Agreement. Any such separate license agreement may be indicated in the license, notice, or readme files distributed with the applicable software or other materials or in related documentation.

You shall include, and shall be solely responsible for including, in a mandatory end-user license agreement for each of Your Applications, legally enforceable provisions which are appropriate to Your Application, which comply with all applicable laws, rules and regulations, and which include, without limitation: (i) all terms, disclosures and information necessary to comply with the terms of this Agreement and (ii) each end

user's consent to the collection, storage, and use by InvenSense of Data from Coursa Sports Service and the transfer of Data between InvenSense and its Affiliates and service providers (which may be in the United States or in other countries), in each case for the purposes of (a) facilitating the provision of new products, updates, enhancements and other services, (b) improving Coursa Sports Service, and other products, services and technologies, and (iii) providing new products, services or technologies to You and customers of InvenSense.

10. Intellectual Property Ownership: Except as expressly licensed to You under this Agreement, InvenSense reserves all right, title and interest, including but not limited to all intellectual property rights, in and to Coursa Sports Service and any derivative work(s) made thereto.

11. Term of Agreement: This Agreement is effective until (i) automatically terminated if You fail to comply with any of the terms and conditions of this Agreement; or (ii) terminated by InvenSense. InvenSense may terminate this Agreement (and with it, all of Your rights to Coursa Sports Service) immediately upon written notice (which may include email) to You, with or without cause.

InvenSense reserves the right to change this Agreement, the Client SDK or all or parts of Coursa Sports Service at any time in our discretion. InvenSense may require that you either accept and agree to the new terms of this Agreement, or, if you do not agree to the new terms, cease or terminate your use of the Client SDK and Coursa Sports Service. Your continued use of Coursa Sports Service after changes to this Agreement take effect will constitute your acceptance of the changes. If you do not agree to a change, you must stop using Client SDK and Coursa Sports Service and terminate this Agreement.

12. Privacy; Data Collection and Use. You acknowledge that Coursa Sports Service may collect and send certain data to InvenSense as set forth below and any other information described in InvenSense's privacy policy which can be found at invensense.com and is incorporated herein by reference.

- Information about end-user device (e.g. make, model, OS, and other similar information, but not phone number or UDID);
- the version of Client SDK;
- Your or Your end users' unique ID generated by InvenSense servers;
- attributes of Wi-Fi networks visible by the device - BSSID and signal strength;

- GNSS position;
- accelerometer data;
- gyroscope data (including position and temperature, where available);
- magnetometer data;
- barometric pressure sensor data
- OS advertising ID; and
- bluetooth data.

You agree that InvenSense may use such data to improve, optimize, troubleshoot, create bug fixes for the Coursa Sports Service and, on a de-identified basis, otherwise for InvenSense's business purposes. Both parties must abide by data privacy laws in connection with use of such data. InvenSense may use the data collected to facilitate the provision of updates and other services to you, to verify compliance with, and enforce, the terms of this Agreement, to improve Coursa Sports Service and InvenSense's products, services and platforms and for any other purposes set out in InvenSense's privacy policy. By submitting information about you and/or your application users to InvenSense through your access and use of Coursa Sports Service, you consent to InvenSense's collection and use of the information for the permitted uses and represent that you have obtained all consents and permits necessary under applicable law to disclose your users' information to InvenSense for the permitted uses.

13. Confidential Information. You will not disclose any Confidential Information to any third party (except subcontractors, as permitted herein) or use Confidential Information except as expressly permitted in this Agreement. You agree to take all reasonable measures to protect Confidential Information and prevent its unauthorized disclosure, including measures at least as stringent as those measures You take to protect Your own most sensitive Confidential Information. You agree to restrict access to Confidential Information to Your employees and Subcontractors who are under obligations to protect Confidential Information in accordance with this Agreement and who have a "need to know" the Confidential Information to exercise Your license rights in this Agreement. All Confidential Information, and any documents and other tangible objects containing or representing Confidential Information, and all copies of Confidential Information, are and will remain the exclusive property of InvenSense. As used herein, "Confidential Information" means the confidential and/or proprietary information of InvenSense, including: (i) Coursa Sports Service, including the Client SDK, Data, backend server and software that implement the SaaS, and any portions, components or sub-files thereof; (ii) the structure, sequence and organization of the Client SDK and the concepts, methods of operations and ideas disclosed therein; (iii) any trade secrets of InvenSense or its affiliates or its or their suppliers relating to Coursa Sports Service or

otherwise; (iv) know-how, inventions (whether or not patentable), techniques, processes, programs, ideas, algorithms, formulas, schematics, testing procedures, internal documentation, design and functional specifications, product requirements, problem reports, performance information, software documents and other technical, business, product, marketing and financial information, plans and data; and (v) all documentation provided by InvenSense to You.

14. Feedback: You may, but are not obligated to, provide to InvenSense any suggestions, comments and feedback regarding Coursa Sports Service, including Client SDK or any other software received from InvenSense, under this Agreement (collectively, "Feedback"). InvenSense may use and include any Feedback that You voluntarily provide to improve Coursa Sports Service or other related InvenSense technologies. Accordingly, if You provide Feedback, You grant InvenSense and its licensees a perpetual, irrevocable, worldwide, royalty-free, fully paid-up license grant to freely use, have used, sell, modify, reproduce, transmit, license, sublicense (through multiple tiers of sublicensees), distribute (through multiple tiers of distributors), and otherwise commercialize the Feedback in Coursa Sports Service or other related technologies.

15. Defensive Suspension: If You commence or participate in any legal proceeding against InvenSense, then InvenSense may, in its sole discretion, suspend or terminate all license grants and any other rights provided under this Agreement during the pendency of such legal proceedings.

16. No Support: InvenSense has no obligation to support or to continue providing or updating any of Coursa Sports Service.

17. No Warranty: TO THE FULLEST EXTENT PERMITTED BY LAW, COURSA SPORTS SERVICE IS PROVIDED TO YOU ON AN "AS IS" BASIS, WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OR CONDITIONS OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. FOR THE SAKE OF CLARITY, INVENSENSE AND ITS AFFILIATES AND ITS AND THEIR SUPPLIERS DO NOT WARRANT, GUARANTEE OR MAKE ANY REPRESENTATIONS (A) REGARDING THE USE, OR THE RESULTS OF THE USE, OF ANY OF COURSA SPORTS SERVICE IN TERMS OF CORRECTNESS, COMPLETENESS, ACCURACY, RELIABILITY, OR OTHERWISE,

AND (B) THAT COURSA SPORTS SERVICE HAVE BEEN TESTED FOR COMPLIANCE WITH ANY REGULATORY OR INDUSTRY STANDARD, INCLUDING WITHOUT LIMITATION ANY SUCH STANDARDS PROMULGATED BY THE FCC OR OTHER LIKE AGENCIES. COURSA SPORTS SERVICE IS NOT DESIGNED, INTENDED, OR AUTHORIZED FOR USE WITH OR IN ANY TYPE OF SYSTEM OR APPLICATION IN WHICH THE FAILURE OF THE CLIENT SDK OR COURSA SPORTS SERVICE COULD CREATE A SITUATION WHERE PERSONAL INJURY OR DEATH MAY OCCUR (E.G. MEDICAL SYSTEMS, LIFE SUSTAINING OR LIFE SAVING SYSTEMS).

18. Limitation of Liability: TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL INVENSENSE OR ANY OF ITS AFFILIATES OR ITS OR THEIR SUPPLIERS BE LIABLE FOR ANY CLAIM, DAMAGES OR OTHER LIABILITY, WHETHER IN AN ACTION BASED ON CONTRACT, TORT OR OTHERWISE, ARISING FROM OR RELATING TO THIS AGREEMENT OR COURSA SPORTS SERVICE (INCLUDING, WITHOUT LIMITATION, FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR OTHER LOSS) IN EXCESS OF ONE HUNDRED UNITED STATES DOLLARS (US$100) IN THE AGGREGATE, EVEN IF INVENSENSE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH CLAIM, DAMAGES, OR LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY AND REGARDLESS OF THE CAUSE IN LAW, INVENSENSE WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION ANY DAMAGES ARISING FROM INTERRUPTED OPERATION, LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF GOODWILL, LOSS OF CAPITAL AND/OR LOSS OF INFORMATION AND DATA INCURRED BY YOU OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT OR OTHER THEORY OF LIABILITY, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

19. Applicable Law; Mandatory Arbitration. This Agreement shall be deemed to have been made in, and shall be construed pursuant to, the laws of the State of California. Except as otherwise set forth herein, any dispute, controversy or claim between You and InvenSense regarding this Agreement will be settled by binding arbitration under the Rules of the American Arbitration Association or its successor by three arbitrators (each party having the right to nominate one arbitrator) who shall conduct the proceedings in San Jose, California. The arbitral proceedings, and all pleadings and

written evidence will be in the English language. Any decision or award as a result of any such arbitration proceeding shall be in writing and shall provide an explanation for all conclusions of law and fact and shall include the assessment of costs, expenses, and reasonable attorneys' fees. Any such arbitration shall be conducted by an arbitrator experienced in technology and commercial contracts and shall include a written record of the arbitration hearing. The parties reserve the right to object to any individual who shall be employed by or affiliated with a competing organization or entity. Judgment on the award of the arbitrator may be entered by any court having jurisdiction to do so. This arbitration provision is not mandatory to actions and claims by InvenSense to protect or redress the alleged misuse of InvenSense's intellectual property (including but not limited to those relating to alleged trademark, copyright, or patent infringement or theft of trade secrets) or in which InvenSense is seeking injunctive relief. The United Nations Convention on Contracts for the International Sale of Goods is specifically disclaimed.
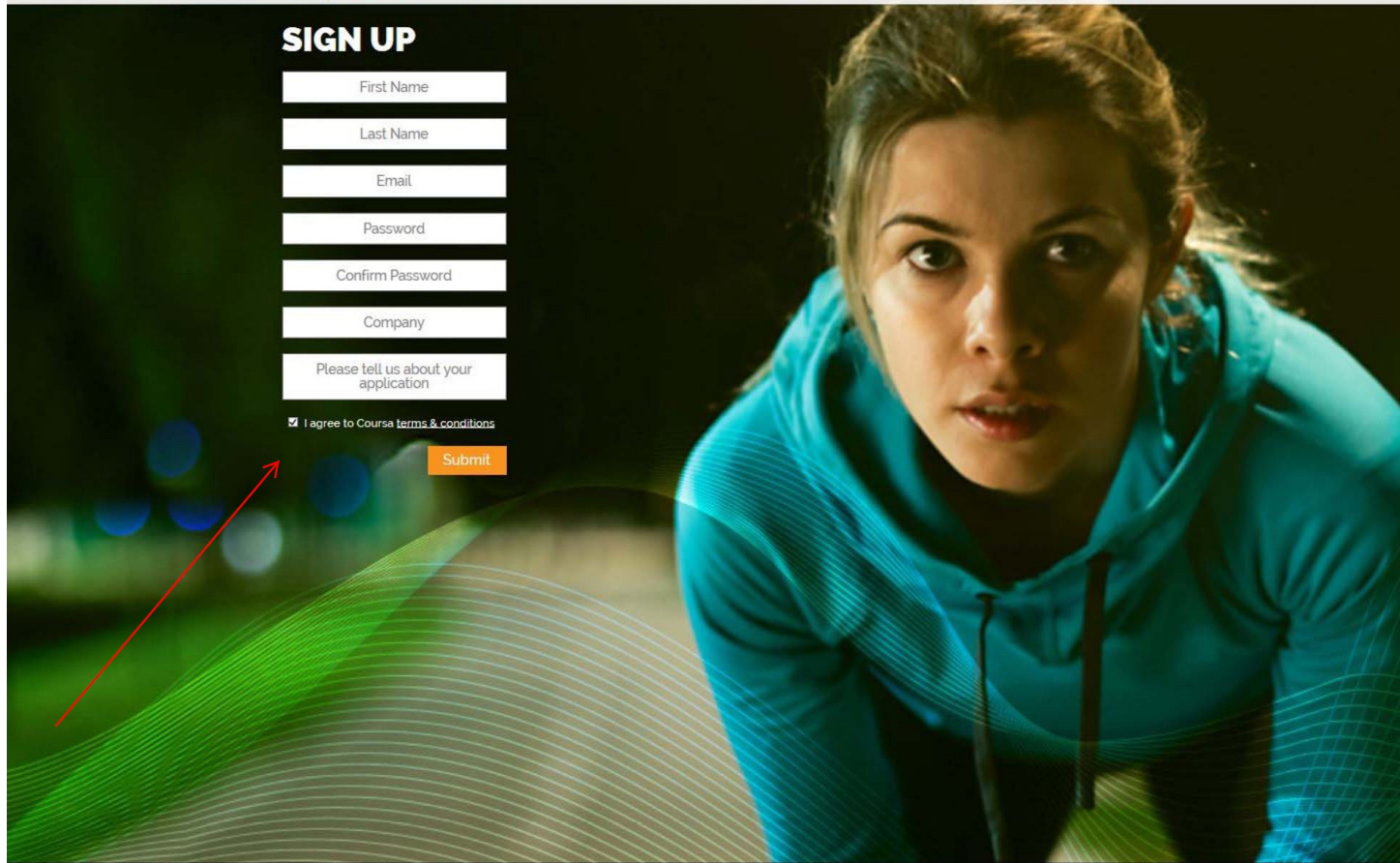
20. RESTRICTED RIGHTS NOTICE: Coursa Sports Service software has been developed entirely at private expense is commercial computer software provided with RESTRICTED RIGHTS. Use, duplication or disclosure by the U.S. Government or a U.S. Government subcontractor is subject to the restrictions set forth in the license agreement under which Coursa Sports Service software was obtained pursuant to DFARS 227.7202-3(a) or as set forth in subparagraphs (c)(1) and (2) of the Commercial Computer Software - Restricted Rights clause at FAR 52.227-19, as applicable. Contractor/manufacturer is InvenSense, 1745 Technology Drive, San Jose, CA 95110.

21. Miscellaneous: If any provision of this Agreement is inconsistent with, or cannot be fully enforced under, the law, such provision will be construed as limited to the extent necessary to be consistent with and fully enforceable under the law. This Agreement is the final, complete and exclusive agreement between the parties relating to the subject matter hereof, and supersedes all prior or contemporaneous understandings and agreements relating to such subject matter, whether oral or written. This Agreement is solely between InvenSense and You. There are no third party beneficiaries, express or implied, to this Agreement. This Agreement may only be modified in writing signed by an authorized officer of InvenSense. You agree that it will not ship, transfer or export Coursa Sports Service into any country, or use Coursa Sports Service in any manner, prohibited by the United States Bureau of Industry and Security or any export laws, restrictions or regulations. This Agreement, and Your rights and obligations herein, may not be assigned, subcontracted, delegated, or otherwise transferred by You without InvenSense's prior written consent, and any attempted assignment, subcontract,

delegation, or transfer in violation of the foregoing will be null and void. The terms of this Agreement shall be binding upon assignees.

Coursasports

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First Name

Last Name

Email

Password

Confirm Password

Company

Please tell us about your application

☑ I agree to Coursa terms & conditions

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First Name

Last Name

Email

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☑ I agree to Coursa

INVENSENSE COURSA SPORTS SOFTWARE LICENSE AND TERMS OF SERVICE AGREEMENT ("AGREEMENT")

Last Update: November 14, 2015

BY SELECTING AGREE OR DOWNLOADING THE SOFTWARE AND OTHER AVAILABLE COURSA SPORTS RELATED MATERIALS, YOU ACKNOWLEDGE AND AGREE, THAT YOU HAVE READ THIS AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY THE FOLLOWING TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU USE OR ARE ENGAGING IN ACTIVITIES UNDER THIS AGREEMENT FOR A BUSINESS, COMPANY OR CORPORATE ENTITY ("COMPANY"), WHETHER AS AN EMPLOYEE OR CONTRACTOR, THE TERMS "YOU" AND "YOUR" INCLUDE, AND THE TERMS AND CONDITIONS HEREOF ARE BINDING ON, BOTH YOU AS AN INDIVIDUAL AS WELL AS SUCH COMPANY. IN ADDITION, YOU REPRESENT AND WARRANT THAT YOU HAVE THE AUTHORITY TO BIND SUCH COMPANY, AND THAT SUCH COMPANY HAS AUTHORIZED YOU TO ACCEPT THE TERMS OF THIS AGREEMENT ON ITS BEHALF. IF YOU do not HAVE AUTHORITY OR DO NOT agree to the terms and condition of this Agreement, THEN do not downLOAD the SOFTWARE OR OTHER COURSA SPORTS RELATED MATERIALS.