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

Proceeding	91173506
Party	Defendant TNA Entertainment, LLC
Correspondence Address	Robert L. Brewer Bass, Berry & Sims PLC 315 Deaderick Street, Suite 2700 Nashville, TN 37238 UNITED STATES bbrewer@bassberry.com
Submission	Withdrawal Of Application
Filer's Name	Robert L. Brewer
Filer's e-mail	trademarks@bassberry.com
Signature	/Robert L. Brewer/
Date	02/20/2008
Attachments	Express Withdrawal re RAVEN.pdf (14 pages)(724841 bytes)

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

SCOTT LEVY,)	
)	
Opposer,)	
)	Opposition No.: 91173506
v.)	
)	Serial No.: 78/534,103
TNA ENTERTAINMENT, LLC,)	
)	Attorney Ref. No.: 111384-813
Applicant.)	
)	

EXPRESS WITHDRAWAL OF APPLICATION

BOX TTAB NO FEE
Commissioner for Trademarks
P.O. Box 1451
Alexandria, Virginia 22313-1451

Applicant, TNA Entertainment, LLC (“Applicant”) without waiving its common law or contractual rights, hereby expressly withdraws Application Serial No. 78/534,103 (the “Application”).

I. Statement of Relevant Facts

Applicant was the assignee of the RAVEN mark pursuant to that certain Agreement dated September 14, 2005 (the “Agreement”) by and between Applicant and Opposer Scott Levy (“Opposer”). According to the express terms of the Agreement, Applicant had the right to file for the mark RAVEN, provided that the Application and any related trademark applications were to be ultimately assigned to Opposer upon expiration or termination of the Agreement. The sections of the Agreement that assign the rights in the mark to Applicant are not in dispute. Applicant made it clear from the outset, and has repeatedly explained to counsel for Opposer that

Applicant would assign ownership of the Application upon the termination of Applicant's business relationship with Opposer as required by the express terms of the Agreement. Although counsel for Opposer has not disputed Applicant's rights to use the mark during the term of the Agreement, Opposer continues to maintain this opposition despite the clear language in the Agreement.

Applicant denies committing any fraud upon the U.S. Patent and Trademark Office. Applicant conducted its prosecution of the mark in good faith and in reliance on the Agreement. Contrary to Opposer's assertions, there was nothing misleading about any of the documents Applicant has submitted to the U.S. Patent and Trademark Office. Applicant simply filed the applicable portions of the Agreement, redacted to maintain the confidentiality of the Agreement. A copy of the entire Agreement is attached hereto. Again, it is not disputed that the Agreement assigns rights in the mark to Applicant during the term of the Agreement.

Applicant has made numerous attempts to settle this matter. Each attempt has been met with considerable resistance by Opposer despite the fact that the Application ultimately inures to Opposer's benefit. Because the Agreement expired on January 1, 2008, Applicant offered to assign the Application to Opposer. Surprisingly, that offer was rejected. Following that rejection, Applicant offered to withdraw the application and sought Opposer's consent to the withdrawal. Opposer again rejected Applicant's offer.

Based on Opposer's unwillingness to accept an assignment or, in the alternative, consent to Applicant's abandonment of the Application, it appears that Opposer is attempting to use the discovery process in this trademark dispute in order to either (a) inappropriately seek discovery Opposer believes will be useful in Opposer's unrelated claims regarding appearance payments Opposer has claimed are owed to him; or (b) gain leverage in the ongoing negotiations with

respect to Opposer's appearance fees and a potential renewal of the Agreement. Applicant has no desire to maintain ownership of the Application and has made concerted efforts to assign the Application to the Opposer or agree to abandon the Application. Moreover, because the Agreement has expired, Applicant has no reason to preserve any right to reapply for the RAVEN mark. Consequently, Applicant expressly withdraws the Application with prejudice.

II. Conclusion

In light of the foregoing, without waiving its common law or contractual rights, Applicant hereby expressly withdraws Application Serial No. 78/534,103 with prejudice.

Dated: February 20, 2008

Respectfully submitted,

BASS, BERRY & SIMS, PLC

By: 

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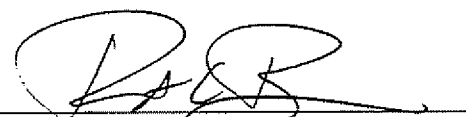
TNA Entertainment, LLC

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and complete copy of the foregoing Express Withdrawal of Application was served on Karol A. Kepchar, Esq. and David C. Lee, Esq. by mailing said copy on February 20, 2008, via First Class Mail, postage prepaid to:

Karol A. Kepchar, Esq.
David C. Lee, Esq.
Akin Gump Strauss Hauer & Feld, LLP
1333 New Hampshire Avenue, NW
Washington, DC 20036-1564

Dated February 20, 2008


Robert L. Brewer

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