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

Proceeding	91233334
Party	Defendant BillHero, Inc.
Correspondence Address	CLIFF KUEHN KUEHN LAW 981 MISSION ST SAN FRANCISCO, CA 94103 UNITED STATES Email: cliff@kuehnlawip.com, office@kuehnlawip.com
Submission	Motion for Summary Judgment Yes , the Filer previously made its initial disclosures pursuant to Trademark Rule 2.120(a); OR the motion for summary judgment is based on claim or issue preclusion, or lack of jurisdiction. The deadline for pretrial disclosures for the first testimony period as originally set or reset: 05/31/2018
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Attachments	20180131 - MSJ with Proof of Service.pdf(274803 bytes) 20180131 - CK Declaration with Proof of Service.pdf(66452 bytes) EX 1 - SOS Digital Receipts LLC.pdf(1344221 bytes) EX 2 - SOS Nxtbigthing LLC.pdf(1367752 bytes) EX 3 - SOU Signed Batterman.pdf(1699027 bytes) EX 4 - SOU Signed Batterman.pdf(4667610 bytes) EX 5 - scanlon law office.pdf(1623027 bytes) EX 6 - Spreadsheet ALL TMs.pdf(112882 bytes) EX 7 - Specimens for class 9.pdf(2649473 bytes) EX 8a - Svcs specimens.pdf(5574066 bytes) EX 8b - svcs specimens.pdf(4019077 bytes) EX 8c - Svcs specimens.pdf(4219649 bytes) EX 9 - Domains WHOIS.pdf(2687217 bytes) EX 10 - EXPENSEMATCH Application.pdf(98634 bytes) EX 11 - BILLMATCH APP.pdf(253398 bytes) EX 12 - BILLHERO APP.pdf(612280 bytes) EX 13 - EXPENSEMATCH SOU.pdf(192468 bytes) EX 14 - BILLMATCH SOU.pdf(5087416 bytes) EX 15 - INTERNMATCH complaint.pdf(587388 bytes) EX 16 - Internmatch ORDER.pdf(561449 bytes) EX 17 - Internmatch ORDER ATTY FEES.pdf(249018 bytes) EX 18 - domain purchase emails.pdf(351967 bytes) EX 19 - Billhero com parked page.pdf(531998 bytes) EX 20 - Emails btw Applicant and Chad.pdf(327747 bytes) EX 21 - Postmark.pdf(1657998 bytes) EX 22 - RFA 1st set POS.pdf(984698 bytes) EX 23 - ROGS - POS.pdf(880578 bytes) EX 24 - Email 1.pdf(149557 bytes) EX 25 - Domainer definition.pdf(2140055 bytes) EX 26 - ID of Batterman.pdf(393709 bytes)

EX 27 - Receiptmatch Screenshot.pdf(3085777 bytes)

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

Application Serial Nos. 87078094 and 87202074
Published: November 8 and 23, 2016, respectively

Digital Receipts, LLC,

Opposer,

v.

Billhero, Inc.,

Applicant.

Opposition No. 91233334 (parent of
Opposition and Counterclaim for
Cancellation No. 91233983)

Billgo, Inc. (formerly Billhero, Inc.),
Petitioner for cancellation,

v.

Digital Receipts, LLC,
Respondent.

**APPLICANT'S MOTION FOR
SUMMARY JUDGMENT AND
MEMORANDUM IN SUPPORT OF
MOTION**

APPLICANT'S MOTION FOR SUMMARY JUDGMENT

Applicants Billhero, Inc. and Billgo, Inc. (collectively "Applicant") through its undersigned counsel hereby moves, pursuant to Fed. R. Civ. P. 56 and TBMP § 528.02 for entry of summary judgment in Applicant's favor in Oppositions Nos. 91233334 and 91233983, inclusive of the counterclaims filed by Applicant (the "Oppositions") on the grounds that there is no genuine dispute as to any material fact and Applicant is entitled to judgment as a matter of law.

In accordance with 37 C.F.R § 2.127(d), Applicant also requests the Trademark Trial and Appeal Board (the "Board") suspend the Oppositions pending its decision on the Motion for Summary Judgment, and if summary judgment is denied that the proceeding dates be reset.

MEMORANDUM IN SUPPORT OF APPLICANT'S MOTION

I. INTRODUCTION

While this case is between companies on paper, it is really about Mr. Chad Batterman, a savvy businessperson who trades in domain names and who serves as the CEO for two companies comprised of himself. But this is where the legitimacy stops: Mr. Batterman uses both companies, the Federal Rules of Civil Procedure, and blatant lies as shields to his illegal activities, activities which stand to make him great profits at the expense of the integrity of the United States Patent and Trademark Office and the trademark registry it maintains. The concept of a trademark "troll" is not nearly as well-known as a patent "troll" for a key distinction: use requirements apply only to trademarks, and not patents. However Mr. Batterman seems to have discovered, and consequently exploited, a simple strategy to the use requirements: submit falsified evidence of use to the USPTO to obtain trademark registrations, use those registrations as a hard bargaining chip in selling domain names, and lie under oath when he is questioned about genuine use of his marks.

Mr. Batterman initiated two oppositions against applicant's Billhero, Inc. and Billgo, Inc., which were consolidated by the Board due to the similarities among the cases. His oppositions were based on 3 trademark registrations and 1 application, all of which the applicant's contend were acquired by fraud. This motion looks at Mr. Batterman's past business dealings, past encounters in litigation, and avoidance tactics engaged in the current proceedings to answer the question: what was Mr. Batterman's intent when he certified statements of use in more than 38 trademark prosecutions at the USPTO, and what does that say about his 3 trademarks which Applicant now seeks to cancel?

In fact, the evidence and arguments will show that his trademarks which form the bases of his underlying oppositions are part of a larger, calculated scheme to maximize his competitive advantage as a domainer, and that he willfully submitted false statements to the USPTO with the intent to deceive. As such, his trademark registrations

II. PROCEDURAL BACKGROUND

A. THE CONSOLIDATED OPPOSITIONS

1. OPPOSITION 91233334 AGAINST BILLGO

On March 8, 2017, CEO Chad Batterman of Digital Receipts, LLC (“Opposer”) filed a Notice of Opposition with the Board, opposing Applicant’s Section 1(b) application for the word mark BILLGO in Class 35 (Serial No. 87078094)(“BILLGO”). The Notice of Opposition pleaded 5 grounds for refusal:

- Priority and likelihood of confusion
- Descriptiveness
- Dilution
- No bona fide intent to use the mark
- Fraud on the USPTO

Four word marks were cited by Mr. Batterman as the bases for his opposition against BILLGO:

- EXPENSEMATCH in Classes 9, 35, and 42 (Reg. No. 4752396) (“EXPENSEMATCH”)
- BILLMATCH in Classes 9, 35, and 42 (Reg. No. 4629317) (“BILLMATCH”)
- BILLHERO in Classes 9, 35, and 42 (Reg. No. 5093681) (“BILLHERO”)
- BILLS2GO in Class 9 (Serial No. 87264136) (“BILLS2GO”)

On April 18, 2017, Applicant filed an answer in Opposition 91233334.

2. OPPOSITION 91233983 AGAINST BILLGO INTELLIGENT BILL PAY

On April 12, 2017, CEO Chad Batterman of Digital Receipts, LLC filed a Notice of Opposition with the Board, opposing Applicant’s Section 1(b) application for the word mark BILLGO INTELLIGENT BILL PAY in Classes 9, 36, and 42 (Serial No. 87202074)(“BILLGO BILL PAY”). The Notice of Opposition pleaded the same 5 grounds for refusal as Opposition 91233334, and cited the same four word marks as the bases of the opposition.

On May 23, 2017, Applicant filed an answer and counterclaim for cancellation in Opposition 91233983. The counterclaim sought to cancel Opposer’s registrations for EXPENSEMATCH, BILLMATCH, and BILLHERO in all Classes (“Contested Registrations” or “Contested Marks”).

3. CONSOLIDATION OF THE OPPOSITIONS

On July 14, 2017 the Board consolidated the two oppositions, finding that the parties to both oppositions were the same and the proceedings involved common questions of law or fact. See Board's consolidation order of July 14, 2017. Opposition 91233334 was deemed the "Parent Case" and Opposition 91233983 the "Child Case".

4. THE BOARD'S DISMISSAL OF MR. BATTERMAN'S CLAIMS AND GRANTING OF LEAVE TO AMEND IN THE CHILD CASE

On August 7, 2017 the Board dismissed several of Mr. Batterman's claims in the Child Case following a telephone conference between Interlocutory Attorney Michael Webster, Mr. Batterman, and Applicant's attorney Cliff Kuehn. In the August 7th order, Mr. Batterman's claims of likelihood of confusion, dilution, nonuse, and fraud were dismissed on the basis that those claims were deficiently pleaded. See pg. 15 of Board's order of August 7, 2017. The order granted Mr. Batterman leave until September 6, 2017 to file an amended notice of opposition, adding that failure to serve an amended pleading would result in Mr. Batterman's opposition proceeding to move forward on the descriptiveness claim only.

Mr. Batterman did not serve an amended pleading, and thus Opposition 91233983 is proceeding on the sole claim of descriptiveness.

B. SUMMARY OF ALL PENDING CLAIMS IN THE CONSOLIDATED OPPOSITIONS AND COUNTERCLAIMS FOR CANCELLATION

Parent Case, Opposition 91233334 against BILLGO	Child Case, Opposition 91233983 against BILLGO INTELLIGENT BILL PAY	Child Case, Counterclaim for Cancellation against EXPENSEMATCH, BILLMATCH, and BILLHERO
Remaining grounds: <ul style="list-style-type: none"> - priority and likelihood of confusion - descriptiveness - dilution - no bona fide intent to use the mark - fraud on the USPTO 	Remaining grounds: <ul style="list-style-type: none"> - descriptiveness 	Remaining grounds: <ul style="list-style-type: none"> - Fraud against EXPENSEMATCH - Fraud against BILLMATCH - Fraud against BILLHERO

III. FACTUAL BACKGROUND

Applicant's counterclaims for cancellation are based on claims of fraud against the companies Mr. Batterman serves as CEO for, Opposer Digital Receipts, LLC. Succeeding on claims of fraud requires proof of a mental state, and thus evidence regarding Mr. Batterman's patterns of behavior before federal authorities, both in his capacity as CEO for Digital Receipts, LLC and as a CEO for another company, Nxtbigthing, LLC. Evidence of Mr. Batterman's conduct on behalf of both these entities are relevant to his state of mind because his past patterns of behavior, under circumstances similar to the case at hand, are predictive of how he has continued to behave in the current Board proceedings.

A. MR. BATTERMAN'S 2 COMPANIES USED IN TRADEMARK PROSECUTION

On November 30, 2012 Mr. Chad Batterman caused Nxtbigthing, LLC and Digital Receipts, LLC to be incorporated in Delaware (**Exhibits 1-2**) (collectively the "Companies"). Mr. Chad Batterman is an individual believed to reside in Pennsylvania and signs submissions to the USPTO as "CEO" or "President" in connection with Companies (**Exhibits 3-4**). Both LLCs have the following contact information listed for the registered agent for service of process:

Registered Office Service Company
203 NE Front Street, Suite 101
Milford, DE 19963

This address is identical to the address for the Law Offices of Patrick Scanlon (**Exhibit 5**), and is not an address from which Mr. Batterman is operating either of his companies. This location was provided to the Board by Mr. Batterman as a correspondence address in the current proceedings.

B. PROSECUTION ACTIVITIES BY MR. BATTERMAN ON BEHALF OF HIS COMPANIES

1. MR. BATTERMAN'S PROSECUTION ACTIVITIES

Beginning in December 2012, Mr. Batterman has, through his Companies, applied for 42 trademark registrations, 38 of which are currently registered. Referring to **Exhibit 6**, general observations can be made regarding these prosecution activities:

- 30 of the registrations contain claims for a first use date in 2007, more than 5 years before any of his Companies were formed and 5 years before any of his applications were ever filed.
- 31 files (i.e., pending applications and registrations) claim Class 9
- 26 files claim Class 35
- 29 files claim Class 42
- 27 files are for marks with the following formulation: [GENERIC TERM] + MATCH (e.g., IDEAMATCH, PROMOMATCH, REBATEMATCH, etc.)

Upon further analysis of Mr. Batterman's prosecution history, further observations emerge:

- Nearly all specimens submitted by Mr. Batterman for software in Class 9 consist of a white CD with the mark in simple text printed directly on the CD (**Exhibit 7**). Some specimens of use are used up to 3 times for different applications, where a CD is "cobranded" with multiple marks belonging to Mr. Batterman
- Many specimens for service Classes notably fail to contain 1) contact information 2) pricing information, or 3) information as to where the services are performed, whether digitally or in person (**Exhibit 8**). Multiple specimens for different marks appear identical in font, color, layout, and overall format.
- At least 9 domains identical to Mr. Batterman's registered marks are owned by Mr. Batterman, as can be seen by those domains' WHOIS page (**Exhibit 9**). All of these domains are currently not in use and appear to never have been in use, for any purpose. Referring to WHOIS data in **Exhibit 9**, in at least 5 instances the "creation date" of the domain is 3-5 years after the claimed first use date:
 - RECEIPTFLY (Reg. No 4629239)
 - Claimed first use date: 10/11/07
 - Creation date of receiptfly.com: 12/17/11
 - REWARDMATCH (Reg. No 4769126)
 - Claimed first use date: 3/1/07
 - Creation date of receiptfly.com: 9/27/12
 - REGISTRYMATCH (Reg. No 4841752)

- Claimed first use date: 3/1/07
- Creation date of receiptfly.com: 8/17/12
- RETREATMATCH (Reg. No 4720701)
 - Claimed first use date: 4/25/10
 - Creation date of receiptfly.com: 1/12/14
- REBATEMATCH (Reg. No 4818338)
 - Claimed first use date: 3/1/07
 - Creation date of receiptfly.com: 2/12/13

2. SPECIFIC PROSECUTION ACTIVITIES SURROUNDING MR. BATTERMAN'S 3 TRADEMARKS CURRENTLY SOUGHT TO BE CANCELLED

Mr. Batterman filed and signed the trademark applications for EXPENSEMATCH, BILLMATCH, and BILLHERO (**Exhibits 10-12**), as well as statements of use for EXPENSEMATCH and BILLMATCH, both originally filed under Section 1(b) (**Exhibits 13-14**). The first use in commerce dates claimed for all Classes for all 3 of these trademarks is 2007, with the sole exception being Class 35 for BILLMATCH where the claimed date of first use in commerce is May 15, 2012 (**Exhibits 10-14**).

C. MR. BATTERMAN'S PAST CONTENTIOUS ACTIONS INVOLVING TRADEMARKS

1. INTERNMATCH V. NXTBIGTHING

Mr. Batterman was previously involved in trademark litigation where his trademark was the subject of a cancellation action based on failure to use his mark in commerce (**Exhibit 15**). In *Internmatch, Inc. v. Nxtbigthing, LLC*, principal factual issues were whether Mr. Batterman's evidence of commercial use of the INTERNMATCH trademark was genuine and whether statements made by him to the USPTO to procure his INTERNMATCH registration were false.

In that case, plaintiff Internmatch, Inc., founded in 2009, provided online resources and tools to connect students seeking internships with employers seeking interns. On March 27, 2013 Mr. Batterman filed an intent-to-use application for the word INTERNMATCH on behalf of Nxtbigthing, LLC. In January 2014, Internmatch, Inc. filed a trademark application which was

subsequently suspended pending the outcome of Mr. Batterman's intent-to-use application (pgs. 1-3, **Exhibit 16**).

a) MR. BATTERMAN SOUGHT TO SELL HIS INTERNMATCH TRADEMARK TO A COMPANY WITH AN IDENTICAL COMMERCIAL DESIGNATION

In January 2014 Internmatch, Inc. mailed Mr. Batterman, informing him of their prior rights in the INTERNMATCH trademark. He responded by offering to "settle" the INTERNMATCH matter for \$325,000. He also provided documents purporting to demonstrate use of the INTERNMATCH trademark as early as 2007, including marketing flyers and an activity log. Mr. Batterman's offer was not accepted by Internmatch (pg. 2, **Exhibit 16**).

b) MR. BATTERMAN TOOK LEGAL ACTION AGAINST THE COMPANY WHEN HE COULD NOT SELL INTERNMATCH, CLAIMING PRIOR USE SINCE 2007

After his failed attempt to sell the INTERNMATCH trademark for \$325,000, Mr. Batterman subsequently issued trademark claim notices to various social networking services used by Internmatch. *Id.* Specifically, Internmatch, Inc. alleged that Mr. Batterman sent false trademark claim notices to the LinkedIn® and Twitter® social networking services, requesting Internmatch, Inc.'s social media pages to be disabled (para. 45, **Exhibit 15**).

c) MR. BATTERMAN STATED IN DEPOSITIONS THAT 2 LIGHTNING STRIKES AND A POWER SURGE DESTROYED COMPUTERS CONTAINING EVIDENCE OF USE

Mr. Batterman testified that since 2007, Nxtbigthing maintained a database on a hard drive allowing users to search for job postings. He testified that two separate lightning strikes in 2011 struck his office, rendering data on the hard drives unrecoverable. He testified he then transferred documents evidencing his use of the INTERNMATCH mark to a replacement computer, using a backup jump drive which contained past marketing, advertising, and financial materials and information (pg. 4, **Exhibit 16**).

While litigation was pending in *Internmatch*, Mr. Batterman claimed a power surge destroyed the replacement computer and other electronic devices, which contained “material central to the parties’ dispute”, and that those destroyed devices were discarded (pg. 4, **Exhibit 16**).

d) MR. BATTERMAN WAS FOUND TO HAVE ACTED IN BAD FAITH IN THE COURSE DISCOVERY AND ORDERED TO PAY MONETARY SANCTIONS.

Ruling on Internmatch, Inc.’s motion for sanctions, the District court found that Mr. Batterman “willfully spoliated evidence” and that “the extraordinary measures Batterman undertook to mislead opposing counsel and the Court merit a finding of bad faith” (pg. 18, **Exhibit 16**). The court also held that Mr. Batterman “willfully failed to preserve relevant evidence of use documents [he] had a duty to preserve” (pg. 22, **Exhibit 16**). The court found that Mr. Batterman and Nxtbigthing, LLC “consciously disregarded their obligations to preserve relevant evidence” when Mr. Batterman and his wife discarded various electronic devices after experiencing an alleged power surge, without first checking whether files containing data pertaining to the creation date of Mr. Batterman’s evidence of use could be recovered (pg. 18, **Exhibit 16**).

The District court granted an adverse inference instruction sanction and plaintiff’s attorneys’ fees in the amount of \$69,322.45. In the order awarding attorneys’ fees, the court responded to Mr. Batterman’s request to reduce the award by 50% by “conclud[ing] that the amount requested [wa]s reasonable in light of Defendants’ culpability and the scope of work required in preparing the spoliation motion.” (**Exhibit 17**).

2. MR. BATTERMAN V. BILLHERO, INC.

a) MR. BATTERMAN SOUGHT TO SELL APPLICANT A DOMAIN AND IMMEDIATELY APPLIED FOR AN IDENTICAL TRADEMARK

On June 10, 2015 Applicant reached out to Mr. Batterman through a hired intermediary, Alex Carey, to purchase the domain www.billhero.com from Mr. Batterman (pg. 7, **Exhibit 18**).

On July 29, 2015, Mr. Batterman responded to Applicant's intermediary, stating "I just saw your email in my spam folder. We are currently developing a website to incorporate into billhero.com...we have invested a significant amount of money in the name already...How much [money] were you thinking?" (pg. 7, **Exhibit 18**).

On the same day and unbeknown to Applicant, Mr. Batterman applied for registration of the word mark BILLHERO in Classes 9, 35, and 42 (Reg. No. 5093681).

As of the date of this writing, there is no evidence any website exists, or has existed, at www.billhero.com (**Exhibit 19**) for the last 2.5 years, since Mr. Batterman claimed he was "currently developing a website" for www.billhero.com.

b) MR. BATTERMAN HID OWNERSHIP OF HIS TRADEMARK APPLICATION AND THEN USED IT SOLELY TO INCREASE THE SALE PRICE OF A DOMAIN NAME

On August 14, 2015, Applicant's intermediary contacted Mr. Batterman with a \$10,000 offer for purchasing the www.billhero.com domain, which Mr. Batterman immediately turned down, reasoning he had "already spent more then [sic] that on marketing, logo design, etc." and that it didn't make sense for him to "take a loss on the name as we were planning on rolling out an updated website on billhero.com." (pg. 3, **Exhibit 18**).

Applicant's intermediary wrote back: "to be honest the 'Billhero' name will be worthless [to you] as we have a trademark issued on the name. Out of the interest of having you not loose [sic] all of your investment...I will up my final offer to \$11,000." Mr. Batterman replied:

Regarding the trademark, do you have a registered trademark in the United States for "BillHero"? Just want to be sure I understood your email previous correctly. I appreciate you coming up to \$11k and depending on the [sic] if you have a trademark or not we can proceed from there. (pg. 3, **Exhibit 18**).

Later that day, Applicant's intermediary responded, stating he was mistaken about having filed the trademark and that "someone else filed a trademark before us. So I guess [the domain] is really useless to me now" (pg. 2, **Exhibit 18**). Mr. Batterman replied:

...an application was filed for the mark "BillHero" with the USPTO. The good news is that BillHero.com is not useless as my company was the one who filed the trademark for "BillHero" and are owners of the mark. I think the trademark alone significantly

increases the value of the name “BillHero” as our trademark is registered in three different federal classes thus having full control and use of how the BillHero trademark is used. Add to that several domains in our portfolio which relate to Bill and Hero, the offer of \$11k is low regardless of the amount of money we have already invested in the name. (pgs. 1-2, **Exhibit 18**).

D. MR. BATTERMAN’S CONDUCT AND THE CURRENT PROCEEDINGS

Applicant decided in early 2016 to apply for 2 BILLGO-formative marks in June and October 2016. Mr. Batterman filed the 2 oppositions at issue against those applications.

a) MR. BATTERMAN SOUGHT TO SELL TRADEMARK RIGHTS TO APPLICANT

On April 25, 2017, Applicant’s former counsel Daniel Sineway and Mr. Batterman held a discovery conference related to the Parent Case. The next day Mr. Batterman and Applicant discussed a settlement offer, coming up with a \$30,000 figure for Mr. Batterman to withdraw the oppositions (pg. 14, **Exhibit 20**).

One day later on April 27, 2017, Mr. Batterman abruptly countered with \$55,000, which he continued to insist on for days. After Applicant declined, Mr. Batterman warned “we do not feel confident that your client is taking this situation seriously and is simply wasting our time as they did previously” and “if we are unable to find middle ground we plan to swiftly move forward with the oppositions as well as additional options our counsel advising us has pointed out are within our legal rights” (pg. 10, **Exhibit 20**). To date, no counsel has been introduced to Applicant’s counsel in either of the pending Oppositions, despite this and other references by Mr. Batterman to an unnamed attorney employed by him (**para. 3, Kuehn Decl.**).

b) MR. BATTERMAN HAS NOT PROVIDED APPLICANT ANY INFORMATION REGARDING THE BUSINESS CONNECTED TO ANY OF THE MARKS SOUGHT TO BE CANCELLED.

On May 30, 2017 at 1:00pm Eastern time Applicant’s current counsel Cliff Kuehn and Mr. Batterman participated in the mandatory discovery conference. In an attempt to limit the universe of discoverable information, Applicant’s counsel directly requested Mr. Batterman at least two times to provide general information as to the nature of Opposer’s business so that a comprehensive discussion about potential settlement could occur. Mr. Batterman did not

provide any form of information that would assist the discovery process. Instead, Mr. Batterman's responses alluded multiple times to the fact that Applicant's unwillingness to settle didn't make "business sense", that Applicant is "wasting his time", and that all information about evidence would need to come out during the discovery process. During the discovery conference, Mr. Batterman did not inquire once regarding Applicant's discoverable information or basis for its defense (**para. 4, Kuehn Decl.**).

At the time of this writing, Mr. Batterman has failed to produce any information or data that is responsive to any of the discovery propounded on him by Applicant (**para. 5, Kuehn Decl.**).

c) MR. BATTERMAN FILED A MOTION TO COMPEL WITHOUT ATTEMPTING TO RESOLVE THE DISCOVERY MATTER IN GOOD FAITH

At the same time, Mr. Batterman served upon Applicant 186 discovery requests in the Parent Case the same day he participated with Applicant's counsel in the mandatory discovery conference, May 30, 2017. Applicant timely responded to all discovery requests, and Mr. Batterman responded with a single email claiming those responses were generally deficient before filing a Motion to Compel.

Mr. Batterman also allegedly served 211 discovery requests in the Child Case under an unusual set of circumstances.

On June 30, 2017, the Board reset trial dates for the Child Case, which effectively delayed the original opening of the discovery period, eight days earlier.

On July 6, 2017, Mr. Batterman filed a "Motion to Notify the Board of Discovery Served Prior to Resetting of Trial Dates". The essence of this motion was that Mr. Batterman claimed he served 211 discovery requests on June 27, 2017 by mail, and requested the Board to instruct Applicant to respond to those discovery requests within 30 days of that date of service. The 211 discovery requests were attached as exhibits, all of which contained Mr. Batterman's signatures and bearing a June 27, 2017 date.

On July 10, 2017, Applicant's attorney received a package from Mr. Batterman containing the motion and exhibits containing the 211 discovery requests. The package was postmarked July 7, 2017 (**Exhibit 21 and para. 6, Kuehn Decl.**). Applicant's attorney never received the alleged, original 211 discovery requests, neither via email as required nor via first class mail (**para. 7, Kuehn Decl.**).

On October 19, 2017 in an order regarding the motion to compel, the Board found Mr. Batterman had failed to make a good faith effort to resolve or narrow the discovery issues. *See pgs. 3-5 of Board order of October 19, 2017 in the Child Case.*

d) MR. BATTERMAN FAILED TO RESPOND TO APPLICANT'S REQUESTS FOR ADMISSIONS AND STATED THAT BUILDING SPRINKLERS DESTROYED DOCUMENTS AND ELECTRONICS

On November 20, 2017 and November 21, 2017 Mr. Batterman was electronically served first sets of Requests for Admissions and Interrogatories regarding the Parent Case, respectively (**Exhibits 22-23**). As such, the deadlines for responses were December 20 and 21, 2017, respectively.

On December 22, 2017, Applicant's counsel Cliff KuehEn emailed Mr. Batterman, stating the deadlines for responses had passed and that no responses had been received (**Exhibit 24**).

On December 29, 2017, Mr. Kuehn emailed Mr. Batterman again, stating the deadlines for responses had been exceeded by more than a week and that no responses had been received. Mr. Batterman was requested to respond with a reason for the delay, and to indicate whether he intended to respond (**Exhibit 24**).

On January 9, 2017, Mr. Kuehn called Mr. Batterman and left a voicemail (Exhibit 24 and **para. 8, Kuehn Decl.**). Applicant's counsel followed up with an email to Mr. Batterman, identifying the phone number called and that the reason he was being contacted was related to his overdue discovery responses (**Exhibit X**).

On January 12, 2017, Mr. Batterman responded by email stating that Mr. Kuehn's discovery requests and emails "went to spam" and that he would be provided responses "shortly as we had our buildings [sic] sprinkler system go off and our office documents as well as electronics were destroyed." (**Exhibit 24**). Mr. Kuehn reminded Mr. Batterman that the responses were overdue by nearly a month and asked when responses could be expected (**Exhibit 24**).

As of the date of this writing, Applicant has not received any further communication from Mr. Batterman (**para. 9, Kuehn Decl.**).

IV. ARGUMENT

A. APPLICANT HAS STANDING TO BRING THIS CANCELLATION ACTION

A counterclaimant's standing to cancel a pleaded registration is inherent in its position as defendant in the original proceeding. *Harry Winston, Inc. v. Bruce Winston Gem Corp.*, 111 USPQ2d 1419, 1428 (TTAB 2014) and TBMP § 309.03(b).

Applicant's standing to bring this cancellation is established as a consequence of its applications to register the trademarks BILLGO and BILLGO INTELLIGENT BILL PAY being opposed by Mr. Batterman's company Digital Receipts, LLC.

B. THERE IS NO GENUINE ISSUE OF MATERIAL FACT THAT MR. BATTERMAN OBTAINED THE CONTESTED REGISTRATION BY MAKING FALSE STATEMENTS WITH AN INTENT TO DECEIVE

Any individual who provides false material representations of fact in order to obtain a trademark registration or renewal has committed fraud. 15 U.S.C.A § 1064(3). Additionally, the deception must be willful to constitute fraud in procuring a trademark registration or renewal. See *In re Bose Corp.*, 580 F.3d 1240 (Fed. Cir. 2009).

It is undisputed that Opposer failed to use any of the Contested Marks in commerce in connection with any of the goods or services in the Contested Registrations. CEO Chad Batterman has admitted this. Mr. Batterman's extensive and intimate experiences with trademark prosecution and litigation removes any doubt that he was fully aware that lack of

genuine use of a mark is fatal for a trademark application, and thus knowingly made false statements to the USPTO that the Contested Marks were being used in commerce. The intent to deceive the USPTO is clear, as the only value of a trademark registration to Mr. Batterman is that it affords him a stronger negotiating position against customers in his real business: the sale of domain names.

1. MR. BATTERMAN ADMITTED NOT USING THE CONTESTED MARKS

A matter is admitted unless, within 30 days after being served, the party to whom the request is directed serves on the requesting party a written answer or objection addressed to the matter and signed by the party or its attorney. Fed. R. Civ. P. 36(a)(3). It is not necessary to file a motion to deem requests for admissions admitted when no response is served, since the admissions are deemed admitted by operation of Fed. R. Civ. P. 36(a). TBMP §407.03(a).

Mr. Batterman was served 31 Requests for Admission on November 20, 2017 at his agreed upon email address for service, billhero14@gmail.com. He failed to make a timely response by the December 20, 2017 deadline. Only weeks later, and after 4 attempts at communication with him, did Applicant finally receive any response from Mr. Batterman, stating he needed more time to respond. After Applicant's attorney inquired as to how much time was needed, Mr. Batterman again failed to respond. He has not communicated with Applicant's attorney since.

a) MR. BATTERMAN SHOULD NOT BE ALLOWED TO RESUBMIT HIS ADMISSIONS

Mr. Batterman will surely seek relief from his admissions by operation of Fed. R. Civ. P. 36(a), citing the destruction of documents and evidence on part of his building's sprinkler system. The Board should not accept excuses from Mr. Batterman, as his own inexcusable neglect led to the current circumstances.

First, it is suspect that Mr. Batterman has received all prior email communications from Applicant's attorney Cliff Kuehn, and *vice versa*, except in the 2 instances where lapses in communication would prejudice Applicant and benefit Mr. Batterman. He allegedly did not

receive Mr. Kuehn's email service of the Requests for Admissions, despite both individuals using Google's mail service Gmail and both parties exchanging email with the same addresses. It is mysterious because spam filters will not mark email from a prior sender as spam unless the recipient voluntarily marks the sender as a source of spam. By claiming Applicant's discovery requests went to spam, Mr. Batterman is effectively trying to justify a 7-week delay in the discovery period, a delay which prejudices Applicant as it has lost as much time in being able to request further, follow-up discovery. Perhaps most importantly, it is incumbent on parties to responsibly care for receiving notices, for example, actively marking Applicant's attorney's email address as "important" and not spam, as Applicant has done for Mr. Batterman.

Second, Mr. Batterman claimed he served discovery requests upon Applicant via first class mail, which was never received by Mr. Kuehn (**para. 7, Kuehn Decl.**). Despite the Board later ruling that attempted service as faulty, Mr. Batterman's alleged mail service had the intended effect of requiring 211 discovery responses from Applicant despite the Board's resetting of trial dates. Without any prompting, Mr. Batterman filed a motion with the Board specifically to require Applicant to adhere to the alleged service date. There was no apparent reason for Mr. Batterman's urgency in demanding Applicant's adherence to the alleged service date, other than to inflict burden and cost on Applicant as soon as possible; there was no alleged or even plausible legal benefit for the urgency.

Last, Mr. Batterman failed to move for more time to respond to the overdue discovery requested. Instead, he delayed any response to Applicant, and then ignored Applicant's request to provide a time for when responses could be expected.

The 1) suspicious communication patterns of Mr. Batterman, 2) lack of communication on his part to resolve discovery issues, 3) failure to file a motion requesting for more time to respond, and 4) similarities of the alleged destruction of evidence and prior litigation, where he was sanctioned for spoliation of evidence after claiming 2 lightning strikes and a power surge destroyed documents and evidence of trademark use, cannot be ignored. The totality

of these circumstances cannot permit Mr. Batterman to be excused from his failure to provide timely responses to the requests for admissions.

2. MR. BATTERMAN OBTAINED TRADEMARK REGISTRATIONS USING FALSE STATEMENTS IN APPLICATIONS AND/OR STATEMENTS OF USE

In a trademark or service mark application based on use in commerce under §1(a) of the Trademark Act, 15 U.S.C. §1051(a), the mark must be in use in commerce in connection with all the goods and services listed in the application as of the application filing date. See 37 C.F.R. §§2.2(k)(1), 2.34(a)(1)(i). For applications based on Section 1(b) the applicant's bona fide intention to use the mark in commerce for the identified goods or services is required, 37 C.F.R. §§2.2(l), 2.32(a)(5), 2.34(a)(2), and the mark must be in actual use in commerce in connection with applied for goods or services and the applicant must file an allegation of use of the mark in commerce before registration is issued. TMEP §902.

Mr. Batterman has admitted to all the following:

- There have never been sales of any of the goods or services identified in the EXPENSEMATCH registration since the claimed first dates of use in commerce. **(Exhibit 22, Req. Nos. 1 and 28)**
- There have never been sales of any of the goods or services identified in the BILLMATCH registration since the claimed first dates of use in commerce. **(Exhibit 22, Req. Nos. 2, 3, 28)**
- There have never been sales of any of the goods or services identified in the BILLMATCH registration since the claimed first dates of use in commerce. **(Exhibit 22, Req. Nos. 4 and 28)**
- None of the Contested Marks have been genuinely used in commerce since their application date. **(Exhibit 22, Req. No. 6)**
- None of the Contested Marks have been licensed in any way. **(Exhibit 22, Req. No. 27).**

None of the Contested Marks have been genuinely used in commerce, since the respective claimed dates of first use, application dates, and/or dates of Statements of Use filings.

Specifically, this amounts to the following statements filed falsely by Mr. Batterman:

- May 4, 2013 – Mr. Batterman’s signature on the EXPENSEMATCH application, declaring that all information in the application was true, including that he had a bona fide intention to use the mark in connection with the applied for goods/services. **(EXHIBIT 10)**
- March 18, 2015 - Mr. Batterman’s signature on a Statement of Use for EXPENSEMATCH, declaring the specimens submitted showed the mark as used in actual commerce. **(EXHIBIT 13)**
- February 18, 2013 - Mr. Batterman’s signature on the BILLMATCH application, declaring that all information in the application was true, including that he had a bona fide intention to use the mark in connection with the applied for goods/services. **(EXHIBIT 11)**
- AUGUST 8, 2014 - Mr. Batterman’s signature on a Statement of Use for BILLMATCH, declaring the specimens submitted showed the mark as used in actual commerce. **(EXHIBIT 14)**
- July 29, 2015 – Mr. Batterman’s signature on the BILLHERO application, declaring that all information in the application was true, including that submitted specimens showed the mark as used in actual commerce and that the mark had been used in commerce since 2007. **(EXHIBIT 12)**

Because none of the Contested Marks were in genuine use at the time Mr. Batterman made these statements to the USPTO, these statements were all false. As Mr. Batterman admitted such, there is no genuine issue of fact related to the falsity of these statements.

3. MR. BATTERMAN MADE FALSE STATEMENTS WITH THE INTENT TO DECEIVE THE USPTO

The subjective intent to deceive must often be inferred from the circumstances and related statements made. *In re Bose*, 580 F.3d 1240, 1244 (Fed. Cir. 2009). This includes inferences drawn from indirect and circumstantial evidence, as direct evidence of intent is rarely available. *Id.* at 1245. Mr. Batterman’s intent to deceive can be inferred from the activities attributable to him as an individual in combination with the false statements made in connection with the Contested Registrations. Relevant to this analysis is not only evidence of Mr. Batterman’s conduct as a CEO for Opposer Digital Receipts, LLC, but also his conduct as the CEO for Nxtbigthing, LLC.

a) MR. BATTERMAN IS A SAVVY “DOMAINER” LEVERAGING TRADEMARK REGISTRATIONS AS BARGAINING CHIPS IN DOMAIN SALES

“Domainers” buy, sell, and monetize domain names for profit (**Exhibit 25**). Domainers purchase and sell domain names for profit much like real estate: buying properties and then selling them at a higher price. This is a legitimate industry, and like all industries, there unfortunately are participants which skirt the law in pursuit of competitive advantages. Mr. Batterman is such a participant, intentionally deceiving the USPTO with false statements of use to obtain registrations for marks identical to domains in his inventory. Trademark registrations benefit Mr. Batterman’s business in 2 ways: 1) they increase the perceived value of a domain to willing buyers; 2) they serve as wielded legal weapons to unwilling buyers.

One window into his business model is the “WHOIS” database, which compiles profiles of domain names and their owners. In WHOIS, Mr. Batterman can be linked to at least 9 pairs of parked domain names and identical word mark registrations. In 5 of those pairs, the date which *anyone* owned the domain is 3-5 years after the claimed date of first use in the corresponding trademark registration (**Exhibit 9**). Mr. Batterman may have you believe all his advertising is conducted in person with physical advertisements. This is doubtful considering the vast majority of his trademark registrations claim downloadable and non-downloadable software goods and services, and considering that Mr. Batterman is clearly a technology savvy person.

On at least 2 known occasions, Mr. Batterman attempted to sell domain names to unwilling buyers. When Internmatch, Inc. contacted Mr. Batterman regarding their respective trademark rights, Mr. Batterman’s first response was not one entailing trademark rights, but an immediate offer to “settle” the dispute for \$325,000. When Applicant tried to buy a domain from him, he ensured a trademark application was filed before he began negotiations and only revealed his application when negotiations were winding down.

In both situations the unwilling domain buyers Internmatch, Inc. and Applicant were harassed by Mr. Batterman, who continually claimed prior trademark rights dating back to 2007, a full 5 years before either of his companies were even formed. In both situations, the unwilling buyers were forced to expend considerable resources to legally defend themselves against these trademark claims, all in a glaring absence of prior use evidence.

These facts show Mr. Batterman views trademark registrations as mere bargaining chips, obtained by deceiving USPTO examining attorneys, and not as genuine indicators of origin for goods and services actually in commerce.

b) MR. BATTERMAN'S VAST EXPERIENCE IN TRADEMARK LAW REMOVES THE POSSIBILITY HIS FALSE STATEMENTS WERE HONEST MISUNDERSTANDINGS

The line between a false statement and a fraudulent one is an honest misunderstanding versus a willful intent to deceive. *Smith Int'l, Inc. v. Olin Corp.*, 209 USPQ 1033, 1043 (TTAB 1981). Mr. Batterman crossed that line because his statements, filed during prosecution of the Contested Registrations, cannot be found as a series of honest misunderstandings. His years of direct experience in trademark law, both *pro se* and as a represented party in trademark prosecution and litigation, removes the possibility he honestly misunderstood the averments he certified in numerous statements to the USPTO.

Mr. Batterman has prosecuted dozens of trademarks *pro se*. He filed an application for the BILLHERO mark the day he chose to negotiate with Applicant about the billhero.com domain, knowing he could use it to extract a higher payout even though he had made no genuine use. His entire defense against Internmatch, LLC's complaint centered around his alleged prior use of the INTERNMATCH trademark. He testified under oath that acts of god destroyed evidence of genuine use, and was later sanctioned in those proceedings. These facts indicate an undeniably intimate knowledge of trademark law and the need to demonstrate use to the USPTO when prosecuting marks.

There are few alternative ways to interpret Mr. Batterman's years of meandering into trademark law in parallel with his *pro se* prosecution of the Contested Registrations, none of which past muster. Mr. Batterman may have the Board believe that both his companies fully adhere to the use requirements of the Lanham Act; yet, this is directly contrary to his admissions in the current proceedings. He may also have the Board believe he made an honest mistake during prosecution in each of the three Contested Registrations; but adopting this interpretation necessarily casts a shadow of doubt over dozens of his remaining trademark registrations, all of which may have been registered on the basis of the same "honest mistake". The Board could consider: when does a pattern of "honest mistakes" in past prosecution evolve into intentional deception in subsequent prosecution?

c) MR. BATTERMAN'S CONDUCT AND FAILURE TO USE HIS MARKS SUGGEST AN ILLICIT MOTIVE FOR OBTAINING REGISTRATIONS FROM THE USPTO.

In finding an intent to deceive, the Federal Circuit has required "a conscious effort to obtain for [one's] business a registration to which he knew it was not entitled." *Metro Traffic Control, Inc. v. Shadow Network, Inc.*, 104 F.3d 336, 341 (Fed. Cir. 1997). Mr. Batterman admitted the Contested Marks have not been used in commerce. Mr. Batterman's past experience with trademark law and prosecution renders him absolutely knowledgeable of the fact that his domaining business is not entitled to the Contested Registrations, as they are registered for unrelated goods and services and because they are not in use in commerce. He himself applied for and prosecuted the applications which matured into the Contested Registrations and there were clear motives for him to obtain the Contested Registrations, namely, to use them as leverage in domain sales negotiations. Together, these facts strongly support a finding of intent to deceive.

d) MR. BATTERMAN'S DEMONSTRATED HISTORY OF DISREGARD FOR THE TRUTH BEFORE FEDERAL TRIBUNALS DIMINISHES HIS CREDIBILITY NOW

When drawing an inference of intent, "the involved conduct, viewed in light of all the evidence ... must indicate sufficient culpability to require a finding of intent to deceive." *In re*

Bose, citing *Kingsdown Med. Consultants, Ltd. V. Hollister Inc.*, 863 F.2d 867, 876 (Fed. Cir. 1988). The evidence shows Mr. Batterman has the capability to act in bad faith, even in federal litigation proceeding where he faced the significant penalties of perjury and monetary sanctions.

The conduct at issue involved Mr. Batterman's statements made to the USPTO, where he falsely stated that all the Contested Marks were in use at the time of filing either a Section 1(a) application or a Statement of Use in a Section 1(b) application. It is this conduct, necessary for Mr. Batterman to secure the Contested Registrations, which must be viewed in light of the evidence of his past actions taken in trademark proceedings.

Mr. Batterman employed his INTERNMATCH trademark to shut down Internmatch, Inc.'s legitimate social media sites. The harassment escalated to the point where Internmatch had no choice but to invest their resources into federal litigation in an attempt to cancel Mr. Batterman's trademarks. When pressed for evidence of prior use, Mr. Batterman wriggled through the discovery process while claiming, under oath, that acts of god destroyed the only evidence he had of prior use (**Exhibit 16**). As to his credibility, the Northern District Court of California found that he acted in bad faith in issuing monetary sanctions to the tune of \$69,322.45 (pgs. 2-3, **Exhibit 17**), finding specifically that his testimony about the alleged power surge which destroyed his evidence was "implausible" (pgs. 9, 12-13, **Exhibit 16**). These are not the findings of a person who is a bastion of truth.

When viewed in light of his past actions in federal litigation proceedings, in dealings with Internmatch, LLC and Applicant, and in the course of the current proceedings, his false statements made to the USPTO to secure the Contested Registrations indicates sufficient culpability that requires a finding of intent to deceive.

e) MANY FACTS SURROUNDING MR. BATTERMAN'S PROSECUTION ACTIVITIES DO NOT REFLECT MARKETPLACE REALITIES, SUGGESTING IT IS UNREALISTIC THAT HE IS USING HIS TRADEMARKS IN ACCORDANCE WITH LAW

Mr. Batterman has successfully secured nearly 40 trademark registrations because, individually, the prosecution histories admittedly past muster on first glance. However, when taken as a whole, certain marketplace realities become implausible in light of the cumulative prosecution histories. Taken together, the following observations suggest Mr. Batterman does not have a general good faith intent in his dealings with the USPTO, strongly suggesting he intended to deceive the USPTO during prosecution of the Contested Registrations:

- Despite the number of trademarks collectively owned by Digital Receipts, LLC (28 trademarks, mostly registered, in 68 Classes. See **Exhibit 6**) he filed Initial Disclosures with Applicant indicated no employees in the United States. (pg. 2, **Exhibit 26**). Especially in situations where, as Mr. Batterman will claim, the offering of goods and services are done in person and with physical specimens, a strong US-based workforce with knowledge of the trademark would be necessary.
- For nearly all the trademark registrations, the claimed first use dates precede the formation of either Digital Receipts, LLC or Nxtbigthing, LLC. Despite this, there is an absence of assignments of goodwill for those registrations, specifically the Contested Registrations.
- Nearly all of Mr. Batterman's trademark registrations claim some combination of Classes 9, 35, and/or 42. It is unusual that a single entity would have multiple brands offering nearly identical goods and services, in effect competing with themselves.
- The number of highly similar specimens of use related to Class 9 is questionable. Mr. Batterman is technologically savvy, and even operates a website which offers a mobile app (**Exhibit 27**), which runs aground of the notion that he would also offer so many brands of software which apparently exist only on CDs and which cannot be located online (**Exhibit 7**).

C. MR. BATTERMAN'S VIOLATION OF 37 CFR §11 REQUIRES HIM TO BE SANCTIONED

The presentation to the USPTO, whether by signing, filing, submitting, or later advocating, of any document by any person constitutes a certification under 37 C.F.R. §11.18(b). 37 C.F.R. §2.193(f). Violations of 37 C.F.R. §11.18(b) of may "jeopardize the validity of the application

or registration, and may result in the imposition of sanctions under §11.18(c).” These violations include but are not limited to 1) striking the offending paper; 2) precluding the certifying party from submitting a paper, or presenting or contesting an issue; 3) affecting the weight given to the offending paper; and/or 4) terminating the proceedings in the Office. 37 C.F.R. §11.18(c)(1), (3)-(5).

Mr. Batterman submitted multiple statements to the USPTO during the prosecution of the Contested Registrations, all of which were necessary for successful prosecution. All of those statements were false as he admitted to the Contested Marks never being used, and he personally signed all the statements. Those signatures amounted to certification under 37 C.F.R. §11.18(b), and the falsity of the statements amount to a violation of the same regulation. As such, all those statements should be struck, Mr. Batterman should be precluded from contesting countering evidence, and the weight of those offending papers should be diminished.

D. NO EVIDENCE EXISTS TO SUPPORT MR. BATTERMAN’S CLAIMS OF LIKELIHOOD OF CONFUSION, DILUTION, NONUSE, AND FRAUD AS THOSE CLAIMS HAVE ALREADY BEEN DISPOSED OF. APPLICANT IS ENTITLED TO JUDGMENT AS A MATTER OF LAW.

Under the doctrine of *res judicata* (claim preclusion), the entry of a final judgment “on the merits” of a claim in a proceeding serves to preclude the relitigation of the same claim in a subsequent proceeding between the parties or their privies. See *Lawlor v. National Screen Service Corp.*, 349 U.S. 322 (1955); *Chromalloy American Corp. v. Kenneth Gordon, Ltd.*, 736 F.2d 694 (Fed. Cir. 1984).

The standard in determining whether a claim is precluded and barred depends on whether the following criterion is met, in particular: 1) if the parties (or their privies) are identical; 2) if there has been an earlier final judgment on the claims; and 3) if the second claim is based on the same claim or set of transactional facts as the first. See *Jet, Inc. v. Sewage American Systems*, 223 F.3d 1360 (Fed. Cir. 2000).

Here, the parties in Parent Case and the Child Case are legally equivalent, as the Board has already confirmed in its consolidation order of July 14, 2017 in these proceedings.

As to final judgment on Opposer's claims of likelihood of confusion, dilution, nonuse, and fraud in the Child Case ("Dismissed Claims"), the Board dismissed all of Mr. Batterman's claims in the July 14, 2017 order. The Board dismissed the likelihood of confusion claims and granted Mr. Batterman leave to amend the pleadings. No submission of amended pleadings was made. The dilution claim was dismissed. Regarding the claims of fraud and that Applicant had not used its marks in commerce, the Board dismissed those claims with prejudice.

Lastly, the remaining claims in the Parent Cases are identical to the Dismissed Claims, and the transactional facts in both Parent and Child Cases are nearly identical, or at least "common" as held by the Board in the July 14, 2017 consolidation order.

As there is no genuine issue of material fact as to satisfaction of the criterion for *res judicata*, the claims of likelihood of confusion, dilution, nonuse, and fraud should be dismissed in the Parent Case.

Should the Board not be swayed that *res judicata* applies here, Applicant requests the Board exercise its authority to *sua sponte* dismiss the Miscellaneous Claims as insufficiently pleaded pleadings. See *NSM Resources Corp. v. Microsoft Corp.*, 113 USPQ2d 1029, 1039 n. 19 (TTAB 2014).

V. CONCLUSION

Surely a businessman as purportedly savvy as Mr. Batterman, CEO to 2 companies collectively owning almost 40 trademark registrations for different word marks which were mostly prosecuted himself, would know enough to timely file trademark applications. Surely one who has prosecuted dozens of US trademarks, represented himself in multiple Board proceedings, and has been deposed in federal trademark litigation where the principal legal

issues revolved around genuine use and priority of use of a mark is fully aware of the rule that trademark registration hinges on actual use in commerce. A person with this kind of experience in trademark law cannot be said to have inadvertently violated this. To do so in light of these facts would be to excuse habitual violations of the integrity of the trademark register merely because registrants feign subjective good faith.

Lastly, Mr. Batterman may insist the sprinkler system destruction of his office is merely a coincidence, in light of the power surge and two lightning strikes he experienced in the past, and that no intent to deceive can be supported from this basis. However, accepting Mr. Batterman's downplaying of the destruction of evidence would be answering the boy who called wolf for a fourth time.

Respectfully submitted,

KUEHN LAW

/ck/

Dated: January 31, 2018

Cliff Kuehn, Attorney for Applicant
981 Mission Street
San Francisco, CA 94103
(415) 800-2977

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a copy of the foregoing APPLICANT'S MOTION FOR SUMMARY JUDGMENT was served on JANUARY 31, 2018 by email, pursuant to 37 C.F.R. § 2.119(b), to Opposer at the following address:

Billhero14@gmail.com

/ck/

Cliff Kuehn

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

Application Serial Nos. 87078094 and 87202074
Published: November 8 and 23, 2016, respectively

Digital Receipts, LLC,

Opposer,

v.

Billhero, Inc.,

Applicant.

Opposition No. 91233334 (parent of
Opposition and Counterclaim for
Cancellation No. 91233983)

Billgo, Inc. (formerly Billhero, Inc.),
Petitioner for cancellation,

v.

Digital Receipts, LLC,
Respondent.

**DECLARATION OF CLIFF KUEHN
IN SUPPORT OF APPLICANT'S
AND PETITIONER FOR
CANCELLATION'S MOTION FOR
SUMMARY JUDGMENT**

DECLARATION OF CLIFF KUEHN

I, Cliff Kuehn, hereby declare and state as follows:

1. I am an attorney with the firm Kuehn Law, counsel of record for the joined applicants Billhero, Inc. and petitioner for cancellation Billgo, Inc. (collectively "Applicant"). I am over the age of 18, am competent to testify to the matters stated herein, and make this declaration based upon my personal knowledge.

2. I have personally prepared Exhibits 1-14 and 18-27. Exhibits 15-17 are copies of public records.
3. I was told by Mr. Chad Batterman, CEO of opposer Digital Receipts, LLC, during our May 30, 2017 and August 7, 2017 telephone conferences that he had an attorney who was advising him despite not being the attorney of record in either of the current opposition proceedings. To date, I have never been made aware of the identification of that alleged attorney.
4. During our May 30, 2017 telephone conference, I was not asked by Mr. Batterman about any relevant trademark rights belonging to Applicants. Likewise, Mr. Batterman did not respond to any of my inquiries into his business offerings and use of his trademark with any specific information.
5. I have not received any information, data, or materials that are responsive to the outstanding discovery propounded on Digital Receipts, LLC on November 20 and 21, 2017.
6. I personally photographed the envelope in Exhibit 21 and confirm that the photograph is a true and correct representation of the envelope as received by my office.
7. I have not received the original 211 discovery requests which Mr. Batterman alleges he served by first class mail on June 27, 2017. I am in receipt of those discovery requests only as they were attached to Mr. Batterman's related motion.
8. I personally called Mr. Batterman on January 9, 2017 at the following phone number: 215-650-7221. I left a voicemail after there was no answer.
9. Since Mr. Batterman emailed me on January 12, 2017, stating my emails had went to his spam folder and that he would provide discovery responses "shortly", I have received no communication from him in any form.

I declare under penalty of perjury pursuant to the laws of the United States of America that the foregoing is true and correct to the best of my information, knowledge, and belief.

Respectfully submitted,

KUEHN LAW

/ck/

Dated: January 31, 2018

Cliff Kuehn, Attorney for Applicant
981 Mission Street
San Francisco, CA 94103
(415) 800-2977

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a copy of the foregoing DECLARATION was served on JANUARY 31, 2018 by email, pursuant to 37 C.F.R. § 2.119(b), to Opposer at the following address:

Billhero14@gmail.com

/ck/

Cliff Kuehn

Delaware.gov



Department of State: Division of Corporations

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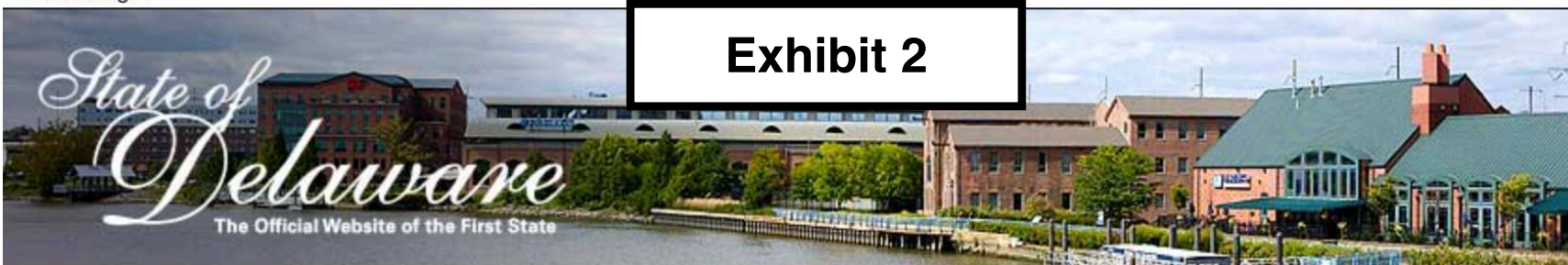
Entity Details

THIS IS NOT A STATEMENT OF GOOD STANDING

File Number:	5250831	Incorporation Date / Formation Date:	11/30/2012 (mm/dd/yyyy)
Entity Name:	DIGITAL RECEIPTS, LLC		
Entity Kind:	Limited Liability Company	Entity Type:	General
Residency:	Domestic	State:	DELAWARE

REGISTERED AGENT INFORMATION

Name:	REGISTERED OFFICE SERVICE COMPANY		
Address:	203 NE FRONT ST STE 101		
City:	MILFORD	County:	Kent
State:	DE	Postal Code:	19963
Phone:	302-424-1996		



Department of State: Division of Corporations

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Entity Details

THIS IS NOT A STATEMENT OF GOOD STANDING

File Number:	5250804	Incorporation Date / Formation Date:	11/30/2012 (mm/dd/yyyy)
Entity Name:	NXTBIGTHING, LLC		
Entity Kind:	Limited Liability Company	Entity Type:	General
Residency:	Domestic	State:	DELAWARE

REGISTERED AGENT INFORMATION

Name:	REGISTERED OFFICE SERVICE COMPANY		
Address:	203 NE FRONT ST STE 101		
City:	MILFORD	County:	Kent
State:	DE	Postal Code:	19963
Phone:	302-424-1996		

Exhibit 3

PTO Form 1553 (Rev 9/2005)
OMB No. 0651-0054 (Exp. 10/31/2017)

Trademark/Service Mark Statement of Use (15 U.S.C. Section 1051(d))

The table below presents the data as entered.

Input Field	Entered
SERIAL NUMBER	85888232
LAW OFFICE ASSIGNED	LAW OFFICE 103
EXTENSION OF USE	NO
MARK SECTION	
MARK	http://tsdr.uspto.gov/img/85888232/large
LITERAL ELEMENT	INTERNMATCH
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.
OWNER SECTION	
NAME	NXTBIGTHING, LLC
STREET	203 NE Front Street, Suite 101
CITY	Milford
STATE	Delaware
ZIP/POSTAL CODE	19963
COUNTRY	United States
PHONE	215-650-7221
EMAIL	internmatch12@gmail.com
GOODS AND/OR SERVICES SECTION	
INTERNATIONAL CLASS	035
CURRENT IDENTIFICATION	ONLINE COMPUTER SERVICES, NAMELY, PROVIDING A WEBSITE THAT OFFERS THE EXCHANGE OF INFORMATION IN THE FIELD OF EMPLOYMENT OPPORTUNITIES AND CAREER PLACEMENT, RECRUITMENT, CAREERS, AND JOB LISTINGS; PROVIDING AN ON-LINE SEARCHABLE DATABASE FEATURING CLASSIFIED AD LISTINGS AND EMPLOYMENT OPPORTUNITIES; CAREER NETWORKING SERVICES; PROVIDING A WEB SITE FEATURING THE RATINGS, REVIEWS AND RECOMMENDATIONS ON EMPLOYERS AND EMPLOYEES AND PLACES OF EMPLOYMENT FOR USE BY EMPLOYEES, EMPLOYERS, BUSINESS OWNERS, AND CONSUMERS
GOODS OR SERVICES	KEEP ALL LISTED
FIRST USE ANYWHERE DATE	02/15/2007
FIRST USE IN COMMERCE DATE	02/15/2007

SPECIMEN FILE NAME(S)	\\TICRS\EXPORT16\IMAGEOUT 16\858\882\85888232\xml18\SOU0002.JPG
SPECIMEN DESCRIPTION	Flyer advertising applicant's services
REQUEST TO DIVIDE	NO
PAYMENT SECTION	
NUMBER OF CLASSES IN USE	1
SUBTOTAL AMOUNT [ALLEGATION OF USE FEE]	100
TOTAL AMOUNT	100
SIGNATURE SECTION	
DECLARATION SIGNATURE	/Chad Batterman/
SIGNATORY'S NAME	/Chad Batterman/
SIGNATORY'S POSITION	Founder & CEO
DATE SIGNED	09/11/2014
SIGNATORY'S PHONE NUMBER	215-650-7221
FILING INFORMATION	
SUBMIT DATE	Thu Sep 11 21:05:53 EDT 2014
TEAS STAMP	USPTO/SOU-XXX.XX.XXX.XX-2 0140911210553251059-85888 232-5003183ea12bb937613e8 64833e283475a4a69e58ba15d 5cb63116a334a7eec-CC-6963 -20140911204530838276

**Trademark/Service Mark Statement of Use
(15 U.S.C. Section 1051(d))**

To the Commissioner for Trademarks:

MARK: INTERNMATCH(Standard Characters, see <http://tsdr.uspto.gov/img/85888232/large>)

SERIAL NUMBER: 85888232

The applicant, NXTBIGTHING, LLC, having an address of
203 NE Front Street, Suite 101
Milford, Delaware 19963
United States

is submitting the following allegation of use information:

For International Class 035:

Current identification: ONLINE COMPUTER SERVICES, NAMELY, PROVIDING A WEBSITE THAT OFFERS THE EXCHANGE OF INFORMATION IN THE FIELD OF EMPLOYMENT OPPORTUNITIES AND CAREER PLACEMENT, RECRUITMENT, CAREERS, AND JOB LISTINGS; PROVIDING AN ON-LINE SEARCHABLE DATABASE FEATURING CLASSIFIED AD LISTINGS AND EMPLOYMENT OPPORTUNITIES; CAREER NETWORKING SERVICES; PROVIDING A WEB SITE FEATURING THE RATINGS, REVIEWS AND RECOMMENDATIONS ON EMPLOYERS AND EMPLOYEES AND PLACES OF EMPLOYMENT FOR USE BY EMPLOYEES, EMPLOYERS, BUSINESS OWNERS, AND CONSUMERS

The mark is in use in commerce on or in connection with all of the goods/services, or to indicate membership in the collective organization listed in the application or Notice of Allowance or as subsequently modified for this specific class.

The mark was first used by the applicant, or the applicant's related company, licensee, or predecessor in interest at least as early as 02/15/2007, and first used in commerce at least as early as 02/15/2007, and is now in use in such commerce. The applicant is submitting one specimen for the class showing the mark as used in commerce on or in connection with any item in the class, consisting of a(n) Flyer advertising applicant's services.

[Specimen File 1](#)

The applicant is not filing a Request to Divide with this Allegation of Use form.

A fee payment in the amount of \$100 will be submitted with the form, representing payment for the allegation of use for 1 class.

Declaration

STATEMENTS: The signatory believes that: if the applicant is filing the amendment to allege use under 15 U.S.C. Section 1051(c) or a statement of use under 15 U.S.C. Section 1051(d), the applicant is the owner of the trademark/service mark sought to be registered; the applicant or the applicant's related company or licensee is using the mark in commerce on or in connection with all the goods/services in the application or notice of allowance, or as subsequently modified, and such use by the applicant's related company or licensee inures to the benefit of the applicant; that to the best of the signatory's knowledge and belief, no other person has 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 of such other person, to cause confusion or mistake, or to deceive; and the specimen(s) shows the mark as used on or in connection with the goods/services in commerce.

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. Section 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 all statements made of his/her own knowledge are true and that all statements made on information and belief are believed to be true.

Signature: /Chad Batterman/ Date Signed: 09/11/2014

Signatory's Name: /Chad Batterman/

Signatory's Position: Founder & CEO
Signatory's Phone: 215-650-7221

RAM Sale Number: 85888232
RAM Accounting Date: 09/12/2014

Serial Number: 85888232
Internet Transmission Date: Thu Sep 11 21:05:53 EDT 2014
TEAS Stamp: USPTO/SOU-XXX.XX.XXX.XX-2014091121055325
1059-85888232-5003183ea12bb937613e864833
e283475a4a69e58ba15d5cb63116a334a7eec-CC
-6963-20140911204530838276

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FEE RECORD SHEET

Serial Number: 85888232



RAM Sale Number: 85888232

Total Fees: \$100

RAM Accounting Date: 20140912

<u>Transaction</u>	<u>Fee Code</u>	<u>Transaction Date</u>	<u>Fee per Class</u>	<u>Number of Classes</u>	<u>Total Fee</u>
Statement of Use (SOU)	7003	20140911	\$100	1	\$100

Transaction Date: 20140911



Exhibit 4

PTO Form 1553 (Rev 9/2005)
OMB No. 0651-0054 (Exp. 10/31/2017)

Trademark/Service Mark Statement of Use (15 U.S.C. Section 1051(d))

The table below presents the data as entered.

Input Field	Entered
SERIAL NUMBER	85811734
LAW OFFICE ASSIGNED	LAW OFFICE 112
EXTENSION OF USE	NO
MARK SECTION	
MARK	http://tsdr.uspto.gov/img/85811734/large
LITERAL ELEMENT	RECEIPTLOCKER
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.
MISCELLANEOUS STATEMENTS SECTION	
MISCELLANEOUS STATEMENT	For Class 9, applicant removed computer hardware. Applicant is not expanding the scope of Goods identified in Class 9. For Class 42, applicant changed Application service provider (ASP) to Computer services. Applicant is not expanding the scope of Services identified in Class 42.
OWNER SECTION	
NAME	Digital Receipts, LLC
STREET	203 NE Front Street, Suite 101
CITY	Milford
STATE	Delaware
ZIP/POSTAL CODE	19963
COUNTRY	United States
PHONE	215-650-7221
EMAIL	receiptlocker2@gmail.com
GOODS AND/OR SERVICES SECTION	
INTERNATIONAL CLASS	009
CURRENT IDENTIFICATION	Computer database management, computer operating system software and computer hardware for providing an online database and a mobile application for use in analyzing, displaying, indexing, managing, organizing, searching, sharing, storing, synchronizing, and transmitting personal documents, namely, automobile sales and leasing documents, bank statements, coupons, credit card receipts, financial records, household bills, medical documents, real estate sales and leasing documents, receipts, and utility bills
	Computer database management, computer operating system software and

GOODS OR SERVICES DELETED FROM THE APPLICATION	computer hardware for providing an online database and a mobile application for use in analyzing, displaying, indexing, managing, organizing, searching, sharing, storing, synchronizing, and transmitting personal documents, namely, automobile sales and leasing documents, bank statements, coupons, credit card receipts, financial records, household bills, medical documents, real estate sales and leasing documents, receipts, and utility bills
GOODS OR SERVICES IN USE IN COMMERCE	Computer database management, computer operating system software for providing an online database and a mobile application for use in analyzing, displaying, indexing, managing, organizing, searching, sharing, storing, synchronizing, and transmitting personal documents, namely, automobile sales and leasing documents, bank statements, coupons, credit card receipts, financial records, household bills, medical documents, real estate sales and leasing documents, receipts, and utility bills
FIRST USE ANYWHERE DATE	03/00/2007
FIRST USE IN COMMERCE DATE	03/00/2007
SPECIMEN FILE NAME(S)	\TICRS\EXPORT16\IMAGEOUT_16\858\117\85811734\xml17\SOU0002.JPG
SPECIMEN DESCRIPTION	Image of disc software showing product bearing mark
INTERNATIONAL CLASS	035
CURRENT IDENTIFICATION	Advertising services, namely, promoting, advertising and marketing the goods of others through electronic couponing, promotions and discounts; promoting, advertising, and marketing the goods of others, namely, administration of a program for enabling participants to obtain discounts, rebates, and incentive awards on products; administration of a consumer loyalty program to promote the goods of others, namely, automobiles, computers, groceries, furniture, pharmaceuticals, cosmetics, clothing; analyzing market research data and statistics for the purpose of marketing the goods of others through personalized coupons, promotions, and discounts; Promoting the goods and services of others by providing a website featuring, retailers and service provider information, discussions and evaluations of products, services, and businesses, and providing a search engine for use in browsing store information, receipts, loyalty rewards, coupons and discounts
GOODS OR SERVICES	KEEP ALL LISTED
FIRST USE ANYWHERE DATE	10/11/2007
FIRST USE IN COMMERCE DATE	10/11/2007
SPECIMEN FILE NAME(S)	\TICRS\EXPORT16\IMAGEOUT_16\858\117\85811734\xml17\SOU0003.JPG
SPECIMEN DESCRIPTION	Screenshot of applicant's flyer promoting services
INTERNATIONAL CLASS	042
CURRENT IDENTIFICATION	Application service provider, namely, hosting and maintaining an online web site and mobile application software of others featuring software and a website for use in analyzing, displaying, indexing, managing, organizing, searching, sharing, storing, synchronizing, and transmitting personal account documents, namely, automobile sales and leasing documents, bank statements, coupons, financial records, household bills, medical documents, loyalty cards program documents and subscriptions, real estate sales and leasing documents, receipts, store rewards program documents and subscriptions, travel rewards program documents and subscriptions, and utility bills; Computer services, namely, creating an on-line community for registered users to participate in discussions, get feedback from other users,

	form virtual communities, engage in social networking and share information with other users
GOODS OR SERVICES DELETED FROM THE APPLICATION	Application service provider, namely, hosting and maintaining an online web site and mobile application software of others featuring software and a website for use in analyzing, displaying, indexing, managing, organizing, searching, sharing, storing, synchronizing, and transmitting personal account documents, namely, automobile sales and leasing documents, bank statements, coupons, financial records, household bills, medical documents, loyalty cards program documents and subscriptions, real estate sales and leasing documents, receipts, store rewards program documents and subscriptions, travel rewards program documents and subscriptions, and utility bills; Computer services, namely, creating an on-line community for registered users to participate in discussions, get feedback from other users, form virtual communities, engage in social networking and share information with other users
GOODS OR SERVICES IN USE IN COMMERCE	Computer services, namely, hosting and maintaining an online web site and mobile application software of others featuring software and a website for use in analyzing, displaying, indexing, managing, organizing, searching, sharing, storing, synchronizing, and transmitting personal account documents, namely, automobile sales and leasing documents, bank statements, coupons, financial records, household bills, medical documents, loyalty cards program documents and subscriptions, real estate sales and leasing documents, receipts, store rewards program documents and subscriptions, travel rewards program documents and subscriptions, and utility bills; Computer services, namely, creating an on-line community for registered users to participate in discussions, get feedback from other users, form virtual communities, engage in social networking and share information with other users
FIRST USE ANYWHERE DATE	10/11/2007
FIRST USE IN COMMERCE DATE	10/11/2007
SPECIMEN FILE NAME(S)	\TICRS\EXPORT16\IMAGEOUT 16\858\117\85811734\xml17\SOU0004.JPG
SPECIMEN DESCRIPTION	Screenshot of applicant's flyer promoting services
REQUEST TO DIVIDE	NO
PAYMENT SECTION	
NUMBER OF CLASSES IN USE	3
SUBTOTAL AMOUNT [ALLEGATION OF USE FEE]	300
TOTAL AMOUNT	300
SIGNATURE SECTION	
DECLARATION SIGNATURE	/Chad Batterman/
SIGNATORY'S NAME	/Chad Batterman/
SIGNATORY'S POSITION	Founder/CEO
DATE SIGNED	08/08/2014
SIGNATORY'S PHONE NUMBER	215-650-7221
FILING INFORMATION	
SUBMIT DATE	Fri Aug 08 20:29:09 EDT 2014
	USPTO/SOU-XXX.XX.XXX.XX-2 0140808202909025320-85811

TEAS STAMP

734-5009f6c9a15bd2feee64d
2ca23c5965bafd392e53ae2aa
86a56fc8346c39d777e-CC-58
16-20140808201928114160

Trademark/Service Mark Statement of Use (15 U.S.C. Section 1051(d))

To the Commissioner for Trademarks:

MARK: RECEIPTLOCKER(Standard Characters, see <http://tsdr.uspto.gov/img/85811734/large>)

SERIAL NUMBER: 85811734

The applicant, Digital Receipts, LLC, having an address of
203 NE Front Street, Suite 101
Milford, Delaware 19963
United States

is submitting the following allegation of use information:

For International Class 009:

Current identification: Computer database management, computer operating system software and computer hardware for providing an online database and a mobile application for use in analyzing, displaying, indexing, managing, organizing, searching, sharing, storing, synchronizing, and transmitting personal documents, namely, automobile sales and leasing documents, bank statements, coupons, credit card receipts, financial records, household bills, medical documents, real estate sales and leasing documents, receipts, and utility bills

This **allegation of use** does **NOT** cover the following goods/services listed in either the application or Notice of Allowance or as subsequently modified for this specific class; these goods/services are **permanently deleted**: Computer database management, computer operating system software and computer hardware for providing an online database and a mobile application for use in analyzing, displaying, indexing, managing, organizing, searching, sharing, storing, synchronizing, and transmitting personal documents, namely, automobile sales and leasing documents, bank statements, coupons, credit card receipts, financial records, household bills, medical documents, real estate sales and leasing documents, receipts, and utility bills

The mark is in use in commerce on or in connection with the following goods/services listed in either the application or Notice of Allowance or as subsequently modified for this specific class: Computer database management, computer operating system software for providing an online database and a mobile application for use in analyzing, displaying, indexing, managing, organizing, searching, sharing, storing, synchronizing, and transmitting personal documents, namely, automobile sales and leasing documents, bank statements, coupons, credit card receipts, financial records, household bills, medical documents, real estate sales and leasing documents, receipts, and utility bills

The mark was first used by the applicant, or the applicant's related company, licensee, or predecessor in interest at least as early as 03/00/2007, and first used in commerce at least as early as 03/00/2007, and is now in use in such commerce. The applicant is submitting one specimen for the class showing the mark as used in commerce on or in connection with any item in the class, consisting of a(n) Image of disc software showing product bearing mark.

[Specimen File1](#)

For International Class 035:

Current identification: Advertising services, namely, promoting, advertising and marketing the goods of others through electronic couponing, promotions and discounts; promoting, advertising, and marketing the goods of others, namely, administration of a program for enabling participants to obtain discounts, rebates, and incentive awards on products; administration of a consumer loyalty program to promote the goods of others, namely, automobiles, computers, groceries, furniture, pharmaceuticals, cosmetics, clothing; analyzing market research data and statistics for the purpose of marketing the goods of others through personalized coupons, promotions, and discounts; Promoting the goods and services of others by providing a website featuring, retailers and service provider information, discussions and evaluations of products, services, and businesses, and providing a search engine for use in browsing store information, receipts, loyalty rewards, coupons and discounts

The mark is in use in commerce on or in connection with all of the goods/services, or to indicate membership in the collective organization listed in the application or Notice of Allowance or as subsequently modified for this specific class.

The mark was first used by the applicant, or the applicant's related company, licensee, or predecessor in interest at least as early as 10/11/2007, and first used in commerce at least as early as 10/11/2007, and is now in use in such commerce. The applicant is submitting one specimen for the class showing the mark as used in commerce on or in connection with any item in the class, consisting of a(n) Screenshot of applicant's flyer promoting services.

[Specimen File1](#)

For International Class 042:

Current identification: Application service provider, namely, hosting and maintaining an online web site and mobile application software of others featuring software and a website for use in analyzing, displaying, indexing, managing, organizing, searching, sharing, storing, synchronizing, and transmitting personal account documents, namely, automobile sales and leasing documents, bank statements, coupons, financial records, household bills, medical documents, loyalty cards program documents and subscriptions, real estate sales and leasing documents, receipts, store rewards program documents and subscriptions, travel rewards program documents and subscriptions, and utility bills; Computer services, namely, creating an on-line community for registered users to participate in discussions, get feedback from other users, form virtual communities, engage in social networking and share information with other users

This **allegation of use** does **NOT** cover the following goods/services listed in either the application or Notice of Allowance or as subsequently modified for this specific class; these goods/services are **permanently deleted**: Application service provider, namely, hosting and maintaining an online web site and mobile application software of others featuring software and a website for use in analyzing, displaying, indexing, managing, organizing, searching, sharing, storing, synchronizing, and transmitting personal account documents, namely, automobile sales and leasing documents, bank statements, coupons, financial records, household bills, medical documents, loyalty cards program documents and subscriptions, real estate sales and leasing documents, receipts, store rewards program documents and subscriptions, travel rewards program documents and subscriptions, and utility bills; Computer services, namely, creating an on-line community for registered users to participate in discussions, get feedback from other users, form virtual communities, engage in social networking and share information with other users

The mark is in use in commerce on or in connection with the following goods/services listed in either the application or Notice of Allowance or as subsequently modified for this specific class: Computer services, namely, hosting and maintaining an online web site and mobile application software of others featuring software and a website for use in analyzing, displaying, indexing, managing, organizing, searching, sharing, storing, synchronizing, and transmitting personal account documents, namely, automobile sales and leasing documents, bank statements, coupons, financial records, household bills, medical documents, loyalty cards program documents and subscriptions, real estate sales and leasing documents, receipts, store rewards program documents and subscriptions, travel rewards program documents and subscriptions, and utility bills; Computer services, namely, creating an on-line community for registered users to participate in discussions, get feedback from other users, form virtual communities, engage in social networking and share information with other users

The mark was first used by the applicant, or the applicant's related company, licensee, or predecessor in interest at least as early as 10/11/2007, and first used in commerce at least as early as 10/11/2007, and is now in use in such commerce. The applicant is submitting one specimen for the class showing the mark as used in commerce on or in connection with any item in the class, consisting of a(n) Screenshot of applicant's flyer promoting services.

[Specimen File 1](#)

The applicant is not filing a Request to Divide with this Allegation of Use form.

MISCELLANEOUS STATEMENTS

For Class 9, applicant removed computer hardware. Applicant is not expanding the scope of Goods identified in Class 9. For Class 42, applicant changed Application service provider (ASP) to Computer services. Applicant is not expanding the scope of Services identified in Class 42.

A fee payment in the amount of \$300 will be submitted with the form, representing payment for the allegation of use for 3 classes.

Declaration

STATEMENTS: The signatory believes that: if the applicant is filing the amendment to allege use under 15 U.S.C. Section 1051(c) or a statement of use under 15 U.S.C. Section 1051(d), the applicant is the owner of the trademark/service mark sought to be registered; the applicant or the applicant's related company or licensee is using the mark in commerce on or in connection with all the goods/services in the application or notice of allowance, or as subsequently modified, and such use by the applicant's related company or licensee inures to the benefit of the applicant; that to the best of the signatory's knowledge and belief, no other person has 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 of such other person, to cause confusion or mistake, or to deceive; and the specimen(s) shows the mark as used on or in connection with the goods/services in commerce.

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. Section 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 all statements made of his/her own knowledge are true and that all statements made on information and belief are believed to be true.

Signature: /Chad Batterman/ Date Signed: 08/08/2014

Signatory's Name: /Chad Batterman/
Signatory's Position: Founder/CEO
Signatory's Phone: 215-650-7221

RAM Sale Number: 85811734
RAM Accounting Date: 08/11/2014

Serial Number: 85811734
Internet Transmission Date: Fri Aug 08 20:29:09 EDT 2014
TEAS Stamp: USPTO/SOU-XXX.XX.XXX.XX-2014080820290902
5320-85811734-5009f6c9a15bd2feee64d2ca23
c5965bcfd392e53ae2aa86a56fc8346c39d777e-
CC-5816-20140808201928114160

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&
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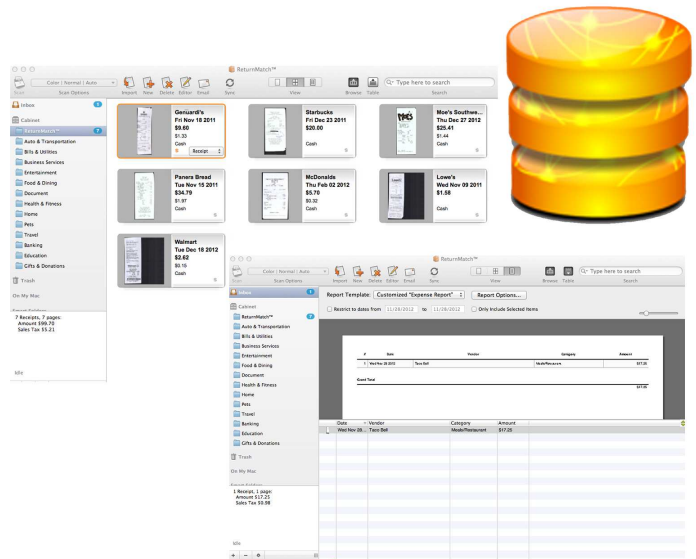
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- Monthly Marketing Budget
- Email
- Decision Time Frame
- Company Name
- Company Description

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FEE RECORD SHEET

Serial Number: 85811734



RAM Sale Number: 85811734

Total Fees: \$300

RAM Accounting Date: 20140811

<u>Transaction</u>	<u>Fee Code</u>	<u>Transaction Date</u>	<u>Fee per Class</u>	<u>Number of Classes</u>	<u>Total Fee</u>
Statement of Use (SOU)	7003	20140808	\$100	3	\$300

Transaction Date: 20140808



Exhibit 5

LAW OFFICES OF PATRICK SCANLON, P.A.

ABOUT THE FIRM

PAY YOUR DEBT

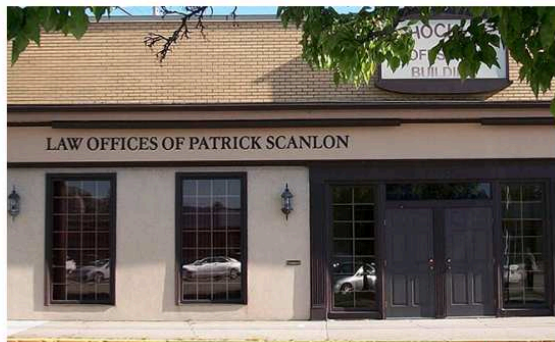
AREAS OF PRACTICE

NEWSLETTERS

CONTACT US

HOME

Contact the Offices of Patrick Scanlon



203 NE Front Street, Suite 101
Milford, DE 19963

Phone: (302) 424-1330

Fax: (302) 424-0221

For Maryland matters, call toll free (855)
673-5376

Email: pjs@delcollections.com

Use of this contact form: We will be very pleased to hear from you and look forward to discussing your matter and how we may be able to help you. However, simply contacting us via this website or via email does not create an attorney-client relationship. If we undertake an attorney-client relationship with you on a particular matter, we will confirm that relationship with you in writing.

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* indicates required

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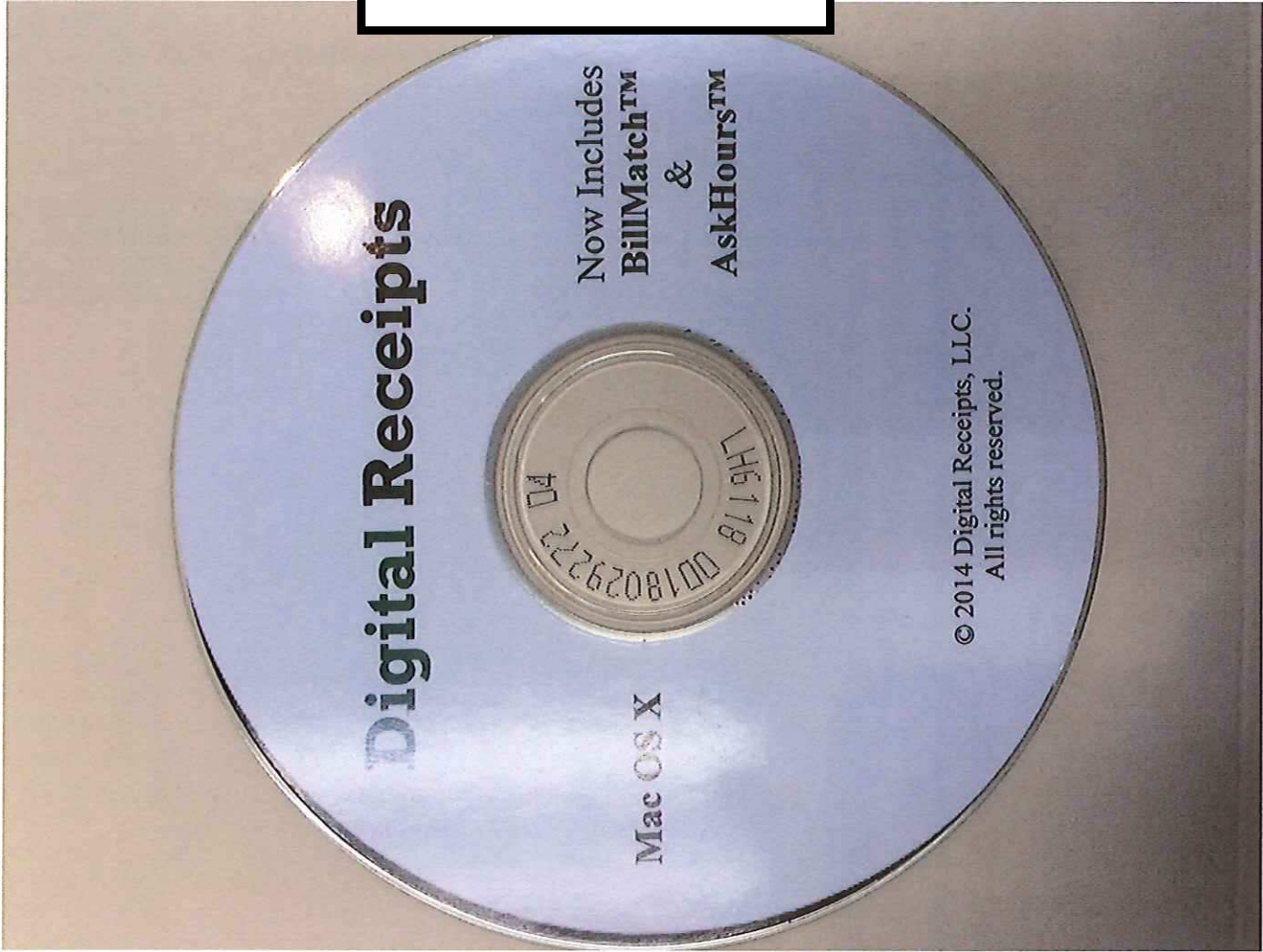
Exhibit 3

Serial Number	Reg. Number	Word Mark	Application filed	Reg. Date	Classes	Assignment filed?	First use date(s)	Entity
85810677	5215902	RECEIPTMATCH	12/26/12	6/6/17	35, 42	no	3/1/07	Digital Receipts
85810681	5215903	RECEIPTMATCH SIMPLY SHOP	12/26/12	6/6/17	35, 42	no	3/1/07	Digital Receipts
85810689	5215904	RECEIPTMATCH SIMPLY SHOP	12/26/12	6/6/17	9	no	3/1/07	Digital Receipts
85811478	5215905	RECEIPTMATCH	12/27/12	6/6/17	9	no	3/1/07	Digital Receipts
85811736	4629239	RECEIPTFLY	12/28/12	10/28/14	9, 35, 42	no	3/1/07 (Class 9) 10/11/07 (Classes 35, 42)	Digital Receipts
85811734	4629238	RECEIPTLOCKER	12/28/12	10/28/14	9, 35, 42	no	3/1/07 (Class 9) 10/11/07 (Classes 35, 42)	Digital Receipts
85818378	4629253	ASKHOURS	1/8/13	10/28/14	9, 35, 41, 42	no	3/15/12 (Class 9) 10/11/07 (Classes 35, 42)	Digital Receipts
85820652	4602229	NXTBIGTHING	1/10/13	9/9/14	9, 16, 35, 36, 41, 42	no	5/15/12 (Class 9), 10/11/07 (Classes 16, 35, 36, 41), 2/11/10 (Class 42)	Nxtbigthing
85833139	4946512	CLEANYOURKICKS MAID FOR SHOES	1/26/13	4/26/16	9, 35, 37	no	2/1/14	Nxtbigthing
85833163	4951636	MAIDFORKICKS	1/26/13	5/3/16	9, 35, 37	no	2/1/14	Nxtbigthing
85845260	4629300	NXTBIGTHING	2/8/13	10/28/14	18, 25, 35	no	10/11/07	Nxtbigthing
85853018	4629317	BILLMATCH	2/18/13	10/28/14	9, 35, 42	no	3/15/12 (Class 9) 10/11/07 (Classes 35, 42)	Digital Receipts
85860960	4769120	COUPONMATCH	2/26/13	7/7/15	9, 42	no	3/1/07	Digital Receipts
85867790	4786273	DEALMATCH	3/5/13	8/4/15	9, 42	no	11/7/07	Digital Receipts
85867672	4786272	PROMOMATCH	3/5/13	8/4/15	9, 42	no	11/7/07	Digital Receipts

85867699	4769126	REWARDMATCH	3/5/13	7/7/15	9, 35, 42	no	3/1/07	Digital Receipts
85874906	4818309	GIFTMATCH	3/13/13	9/22/15	9, 42	no	3/1/07	Digital Receipts
85874980	4841752	REGISTRYMATCH	3/13/13	10/27/15	9, 42	no	3/1/07	Digital Receipts
85877414	4637873	VOICECODE	3/15/13	11/11/14	9, 42	no	6/1/14 (Class 9) 5/1/14 (Class 42)	Digital Receipts
85884864	4720699	CAMPMATCH	3/24/13	4/14/15	35, 39, 41	no	2/12/10	Nxtbigthing
85885451	4720700	PARTNERMATCH	3/25/13	4/14/15	35	no	6/15/14	Nxtbigthing
85886400	4786286	OFFERMATCH	3/26/13	8/4/15	9, 42	no	11/7/07	Digital Receipts
85888285	4526887	STAFFMATCH	3/27/13	5/6/14	35	no	2/22/11	Nxtbigthing
85888232	4641911	INTERNMATCH	3/27/13	11/18/14	35	Effective 11/30/12 Executed 2/24/15 Filed 2/25/15	2/15/07	Nxtbigthing
85906024	4637912	360MATCH	4/16/13	11/11/14	9, 35, 42	no	3/1/07	Digital Receipts
85923595	4752396	EXPENSEMATCH	5/4/13	6/9/15	9, 35, 42	no	3/1/07	Digital Receipts
85926198	4818338	REBATEMATCH	5/8/13	9/22/15	9, 42	no	3/1/07	Digital Receipts
85926163	4752399	SALEMATCH	5/8/13	6/9/15	9, 42	no	3/1/07	Digital Receipts
85885756	4720701	RETREATMATCH	5/25/13	4/14/15	35, 39, 41	no	4/25/10	Nxtbigthing
85887097	4988957	METERPASS	5/26/13	6/28/16	9, 36, 39	no	1/1/15	Nxtbigthing
85948343	4639361	CREDITMATCH	6/1/13	11/18/14	9, 35, 42	no	10/11/07	Digital Receipts

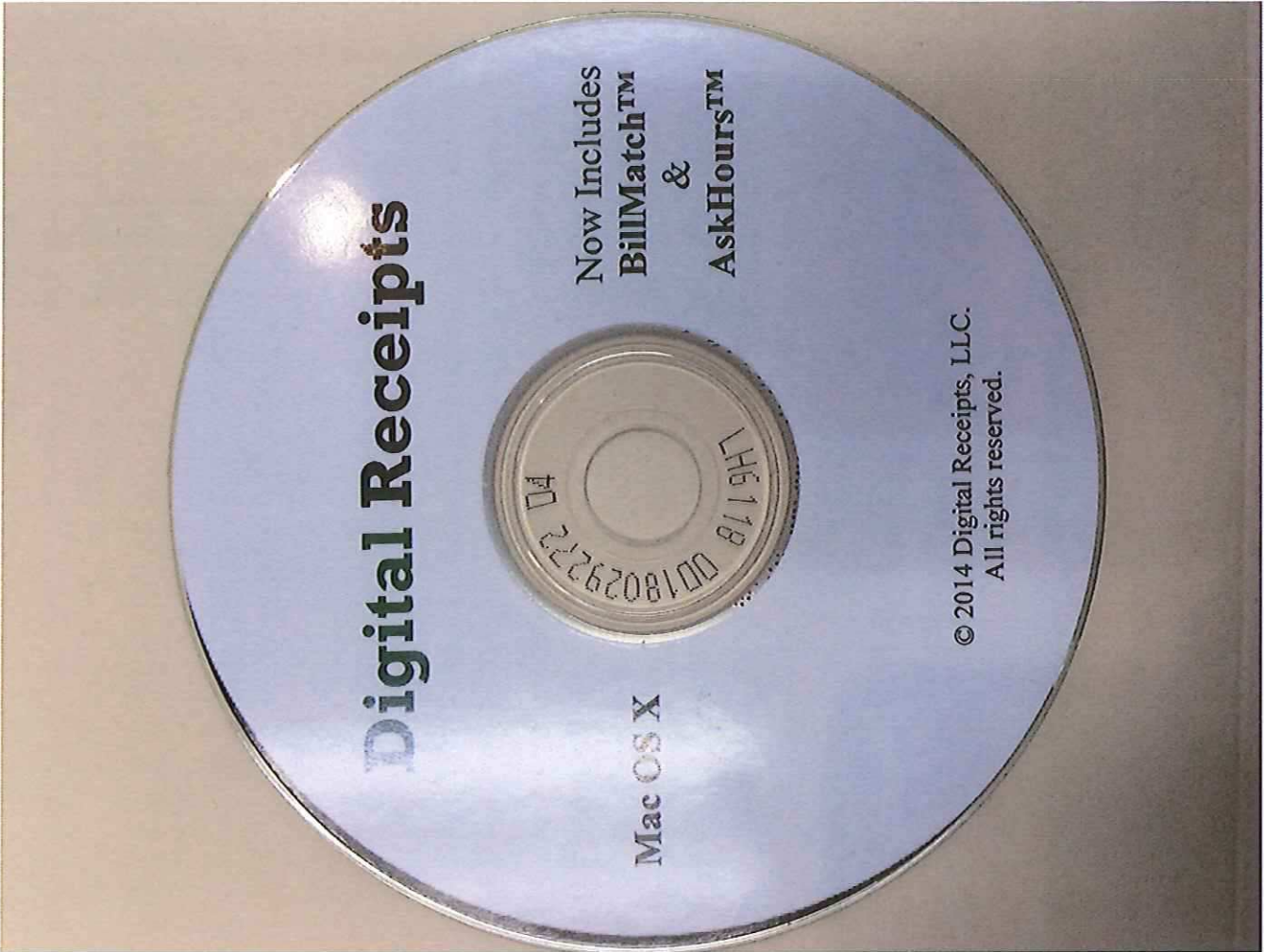
85948345	4639362	RETURNMATCH	6/1/13	11/18/14	9, 35, 42	no	10/11/07	Digital Receipts
85955301	4777738	CROWDMATCH	6/10/13	7/21/15	9, 35, 42	no	5/15/12 (Class 9) 10/11/07 (Class 35) 2/11/10 (Class 42)	Nxtbigthing
85955337	Pending	IDEAMATCH	6/10/13		9, 35, 42	no	NA	Nxtbigthing
86222168	4730207	RECEIPTBOT	3/14/14	5/5/15	9, 35, 42	no	11/7/07	Digital Receipts
86222159	4730206	RECEIPTJUMPER	3/14/14	5/5/15	9, 35, 42	no	11/7/07	Digital Receipts
86454737	4920559	CROWDMATCH	11/14/14	3/22/16	16, 36, 41	no	10/11/07	Nxtbigthing
86454713	Pending	IDEAMATCH	11/14/14		16, 36, 41	no	10/11/07	Nxtbigthing
86707688	4945316	RECEIPTGUARD	5/28/15	4/26/16	35, 42	no	3/1/07	Digital Receipts
86707968	5093681	BILLHERO	7/29/15	12/6/16	9, 35, 42	Effective 11/30/12 Executed 2/10/2015 Filed 4/18/16	3/1/07	Digital Receipts
87264136	Pending	BILLS2GO	12/9/16		9 (but the list includes services	no	3/1/07	Digital Receipts
87302120	Pending	SMARTVERIFY	1/13/17		9 (but the list includes services	no	6/22/14	Digital Receipts

Exhibit 7

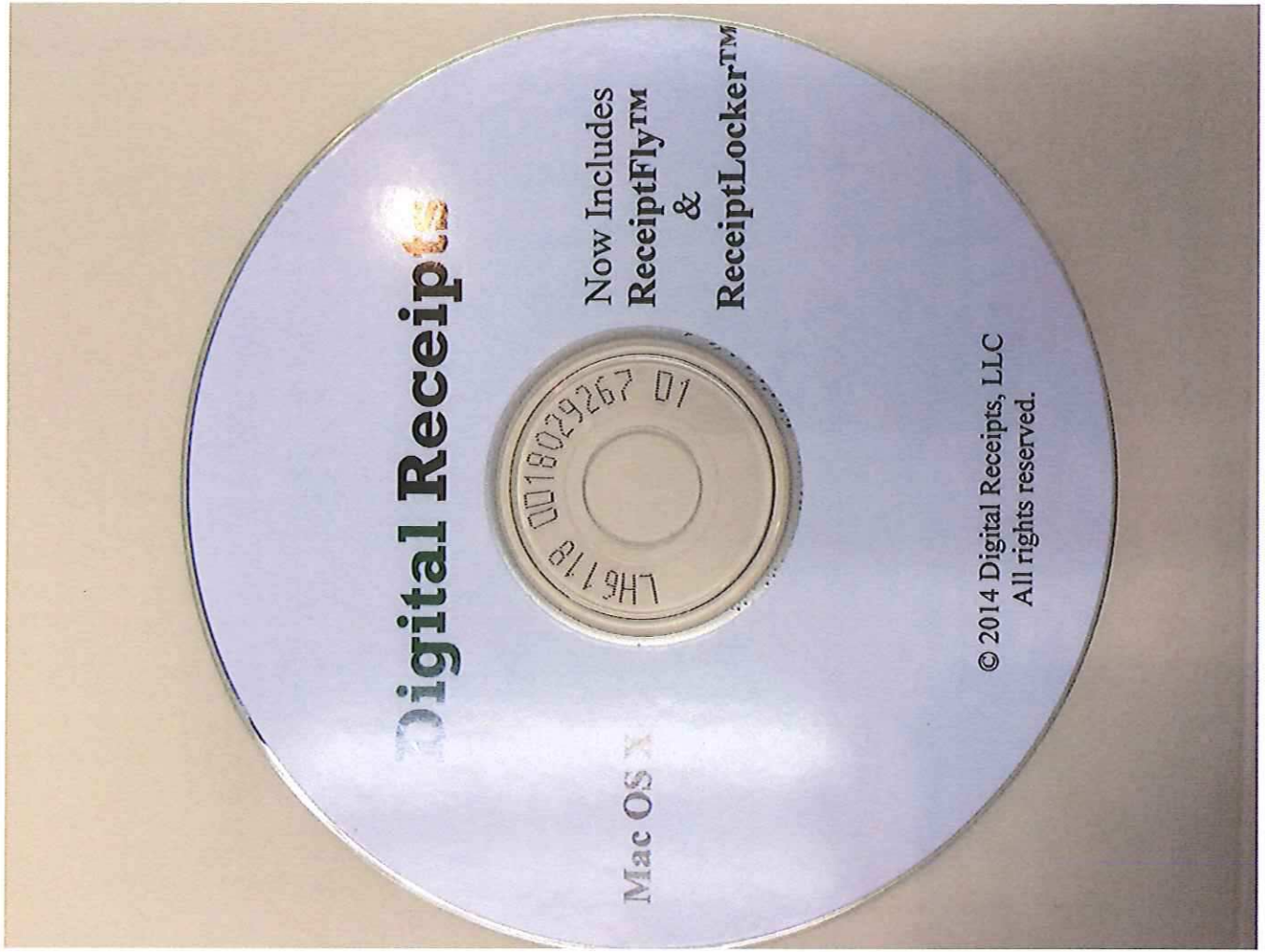


REG. No. 4629253

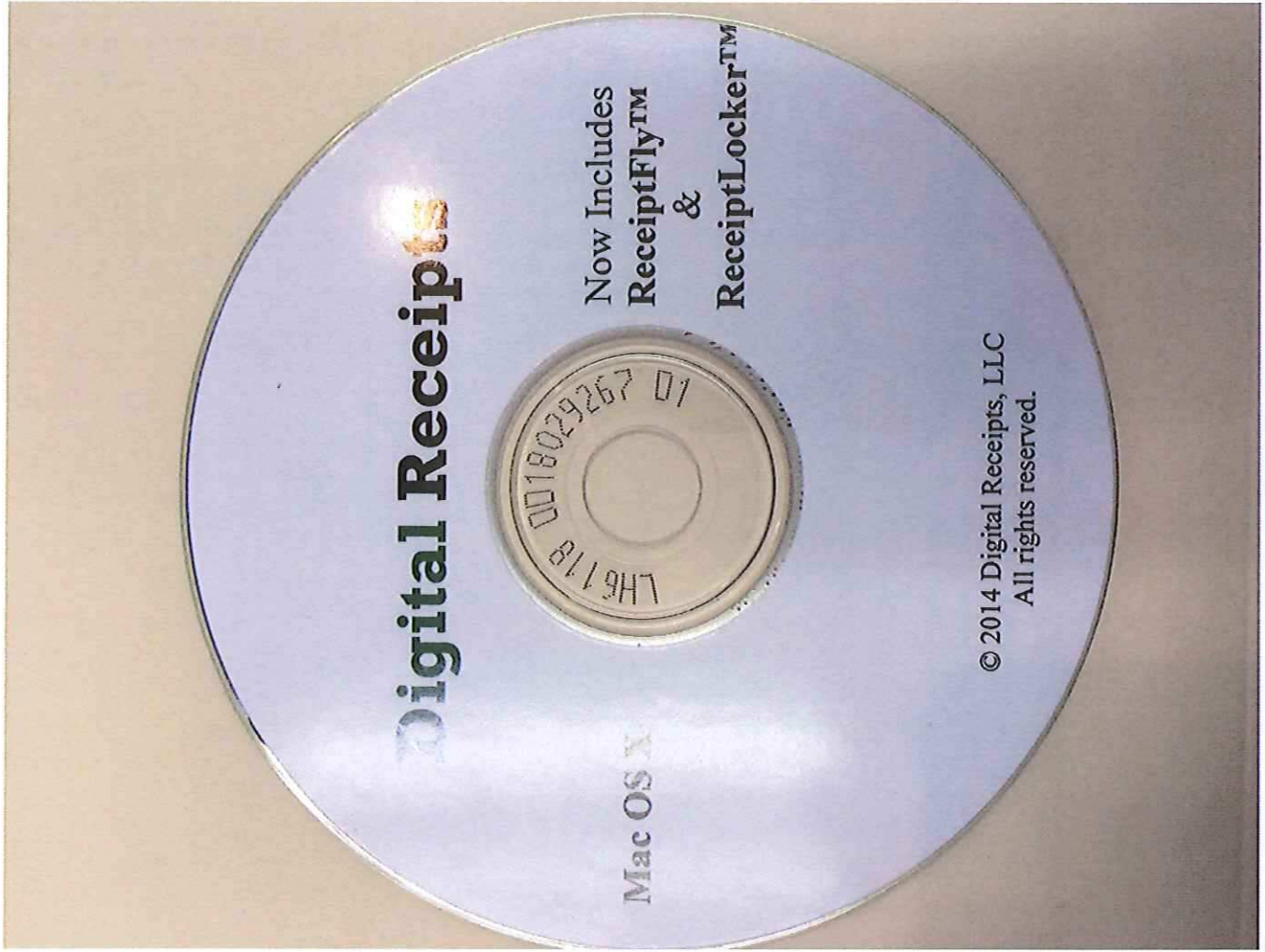
REG. NO. 4629317



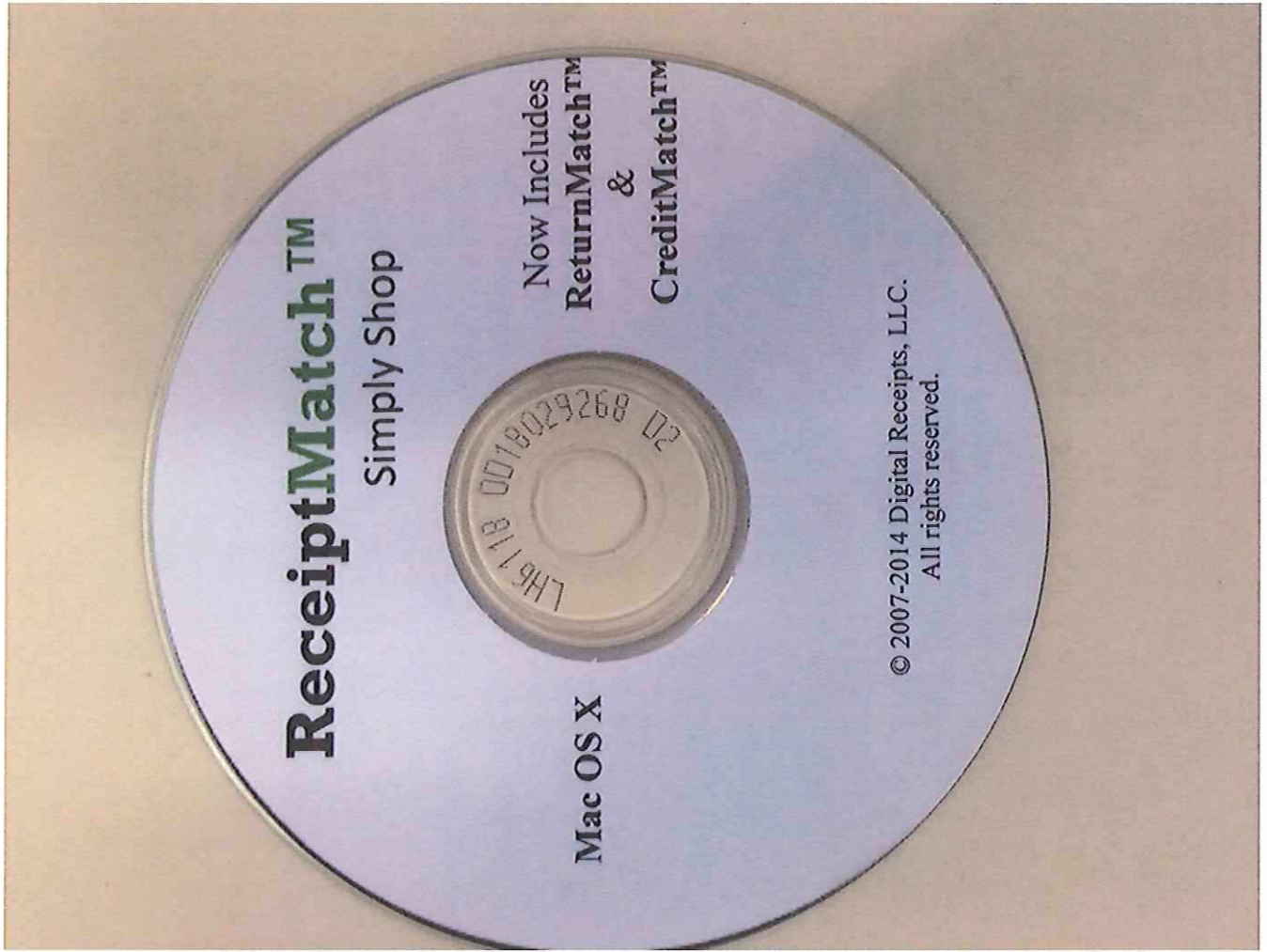
REG. NO. 4629238



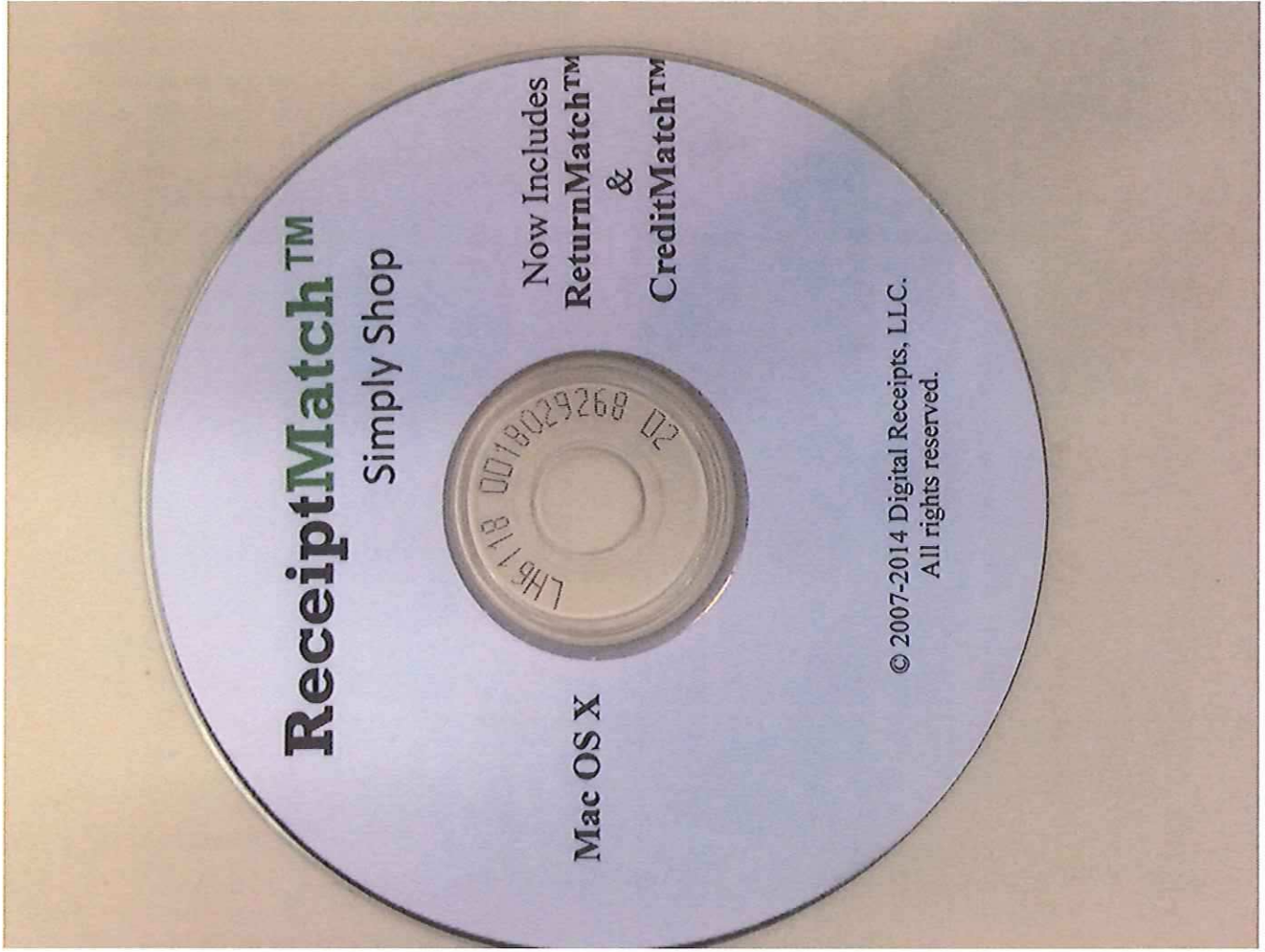
REG. No. 4629239



REG. No. 4639361



REG. No. 4639362



REG. NO. 4752396



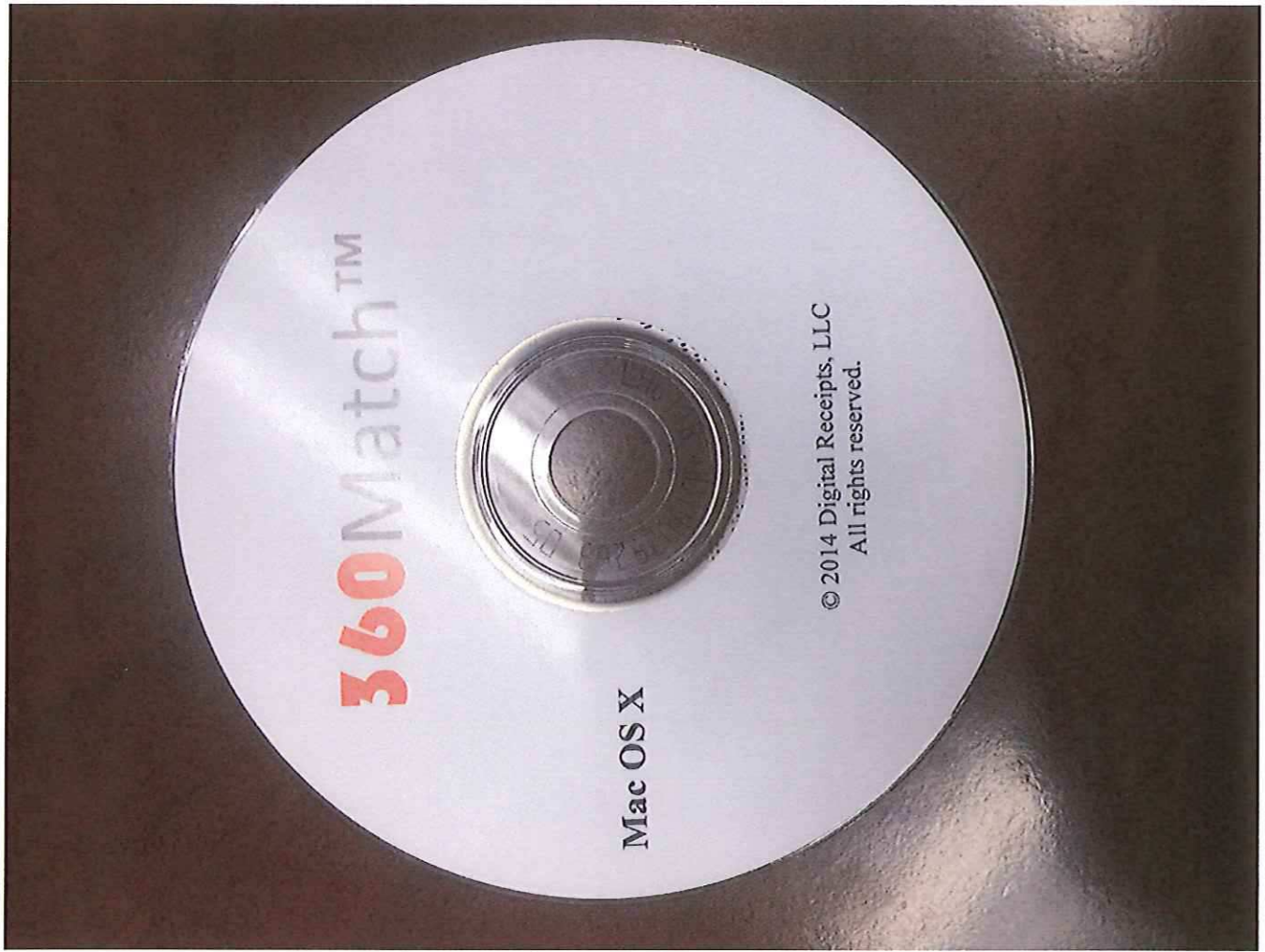
REG. NO. 4752399





REG. NO. 4818338

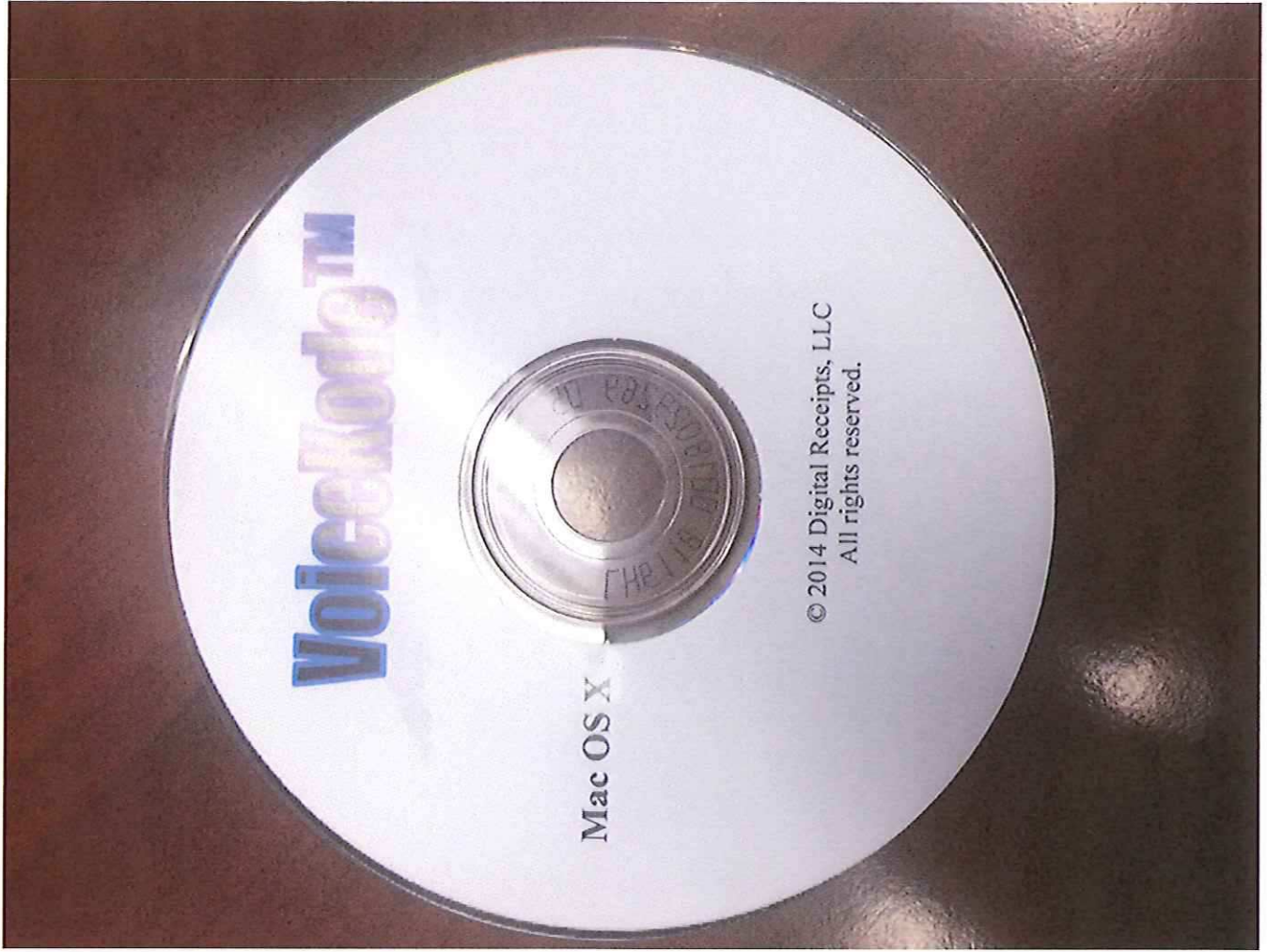
REG. No. 4637912



REG. No. 4786286



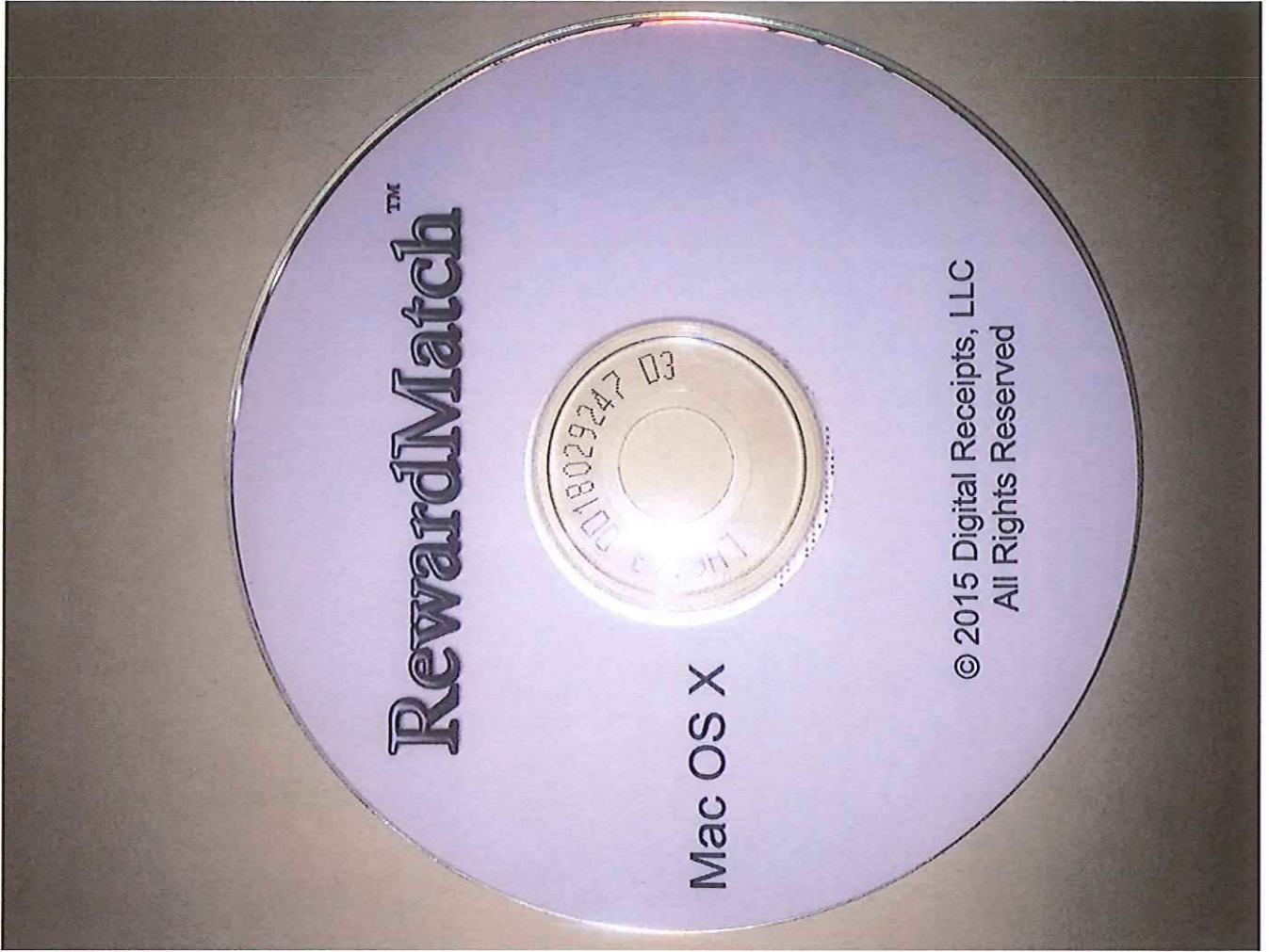
REG. No. 4637 873



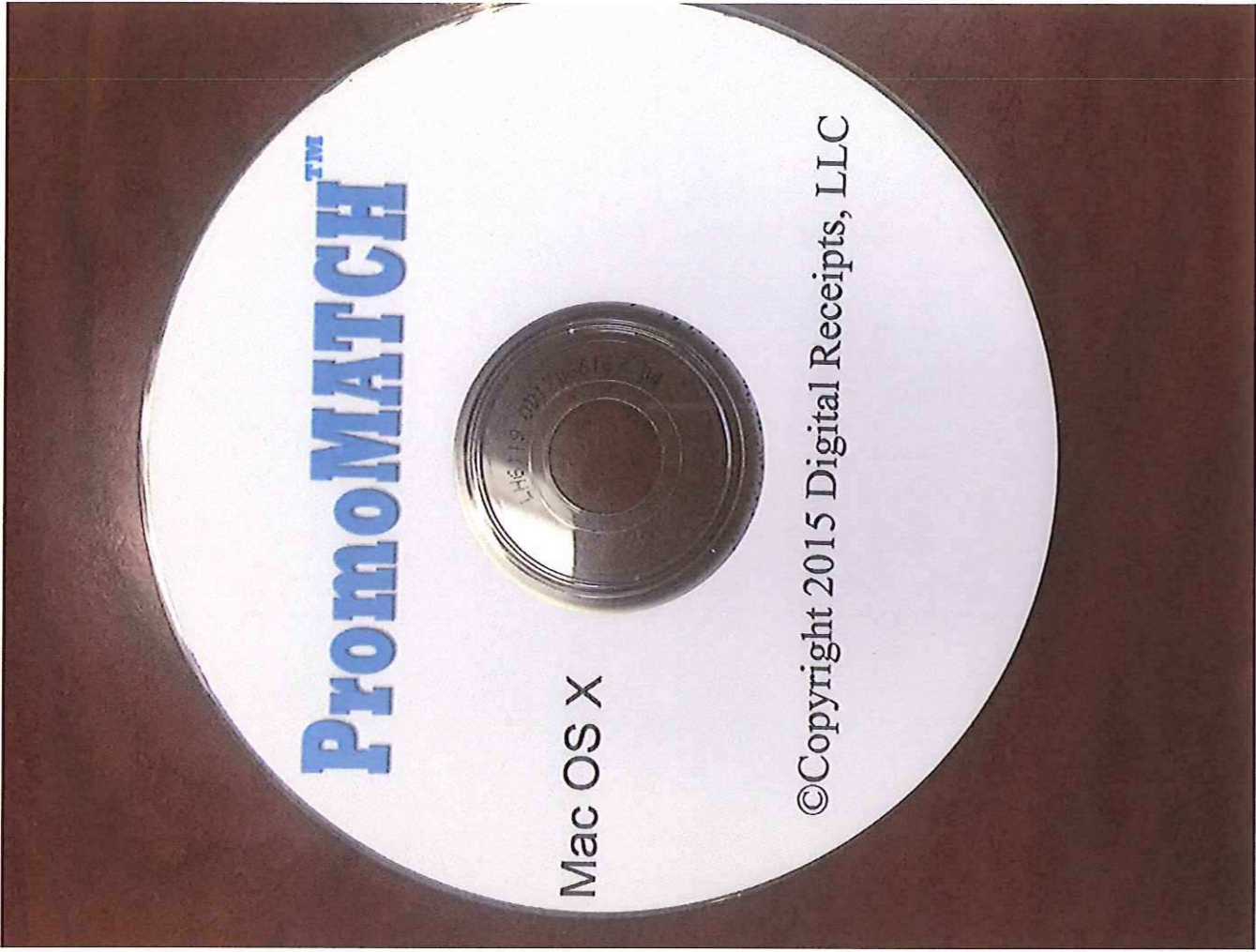


REG. NO. 4841752

REG. NO. 4769 126



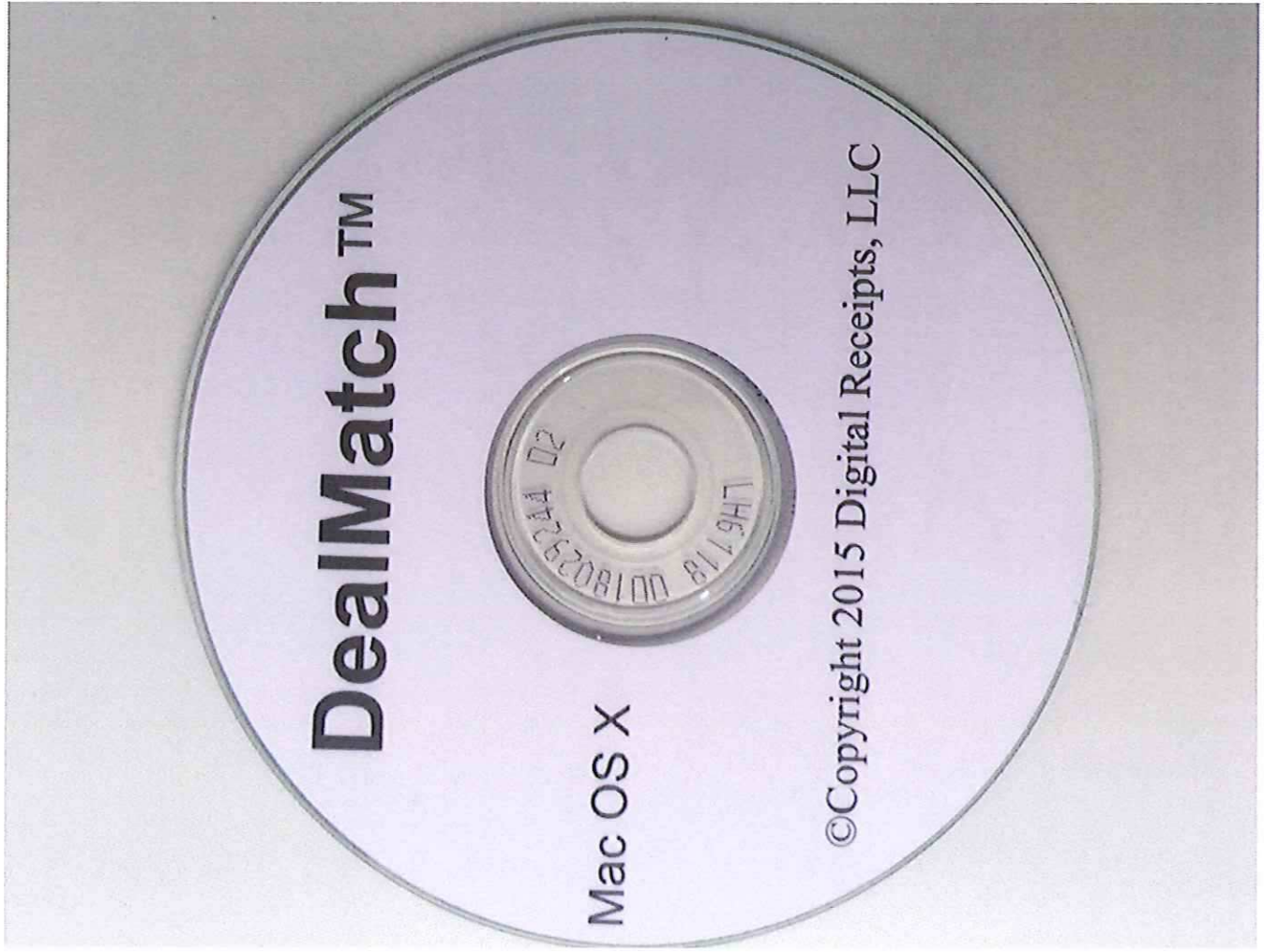
REG. No. 4786272



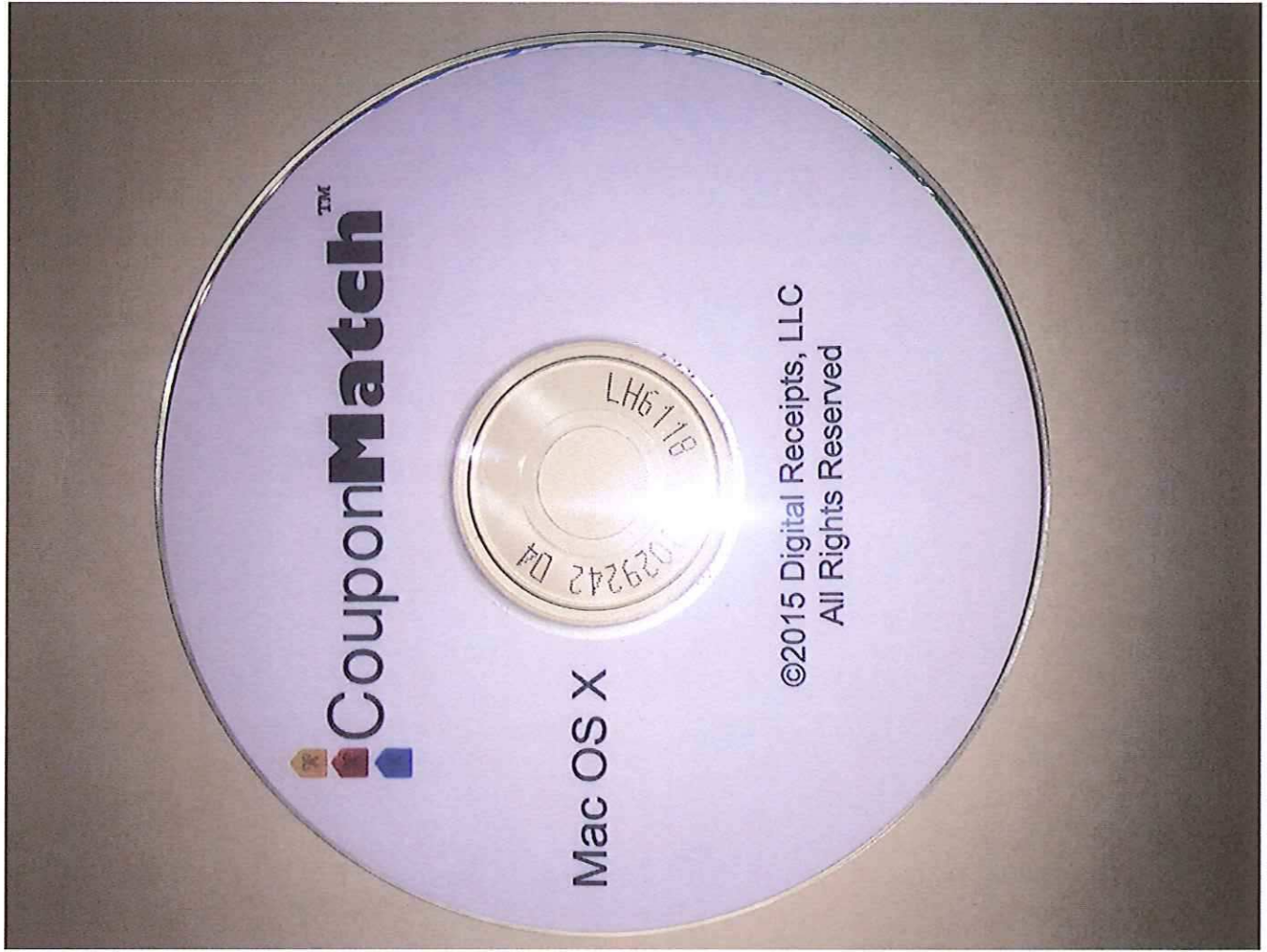


REG. NO. 4818309

REG. NO. 4786273



REG. NO. 4769120



REG. NO. 5093681



Serial No. 87264136

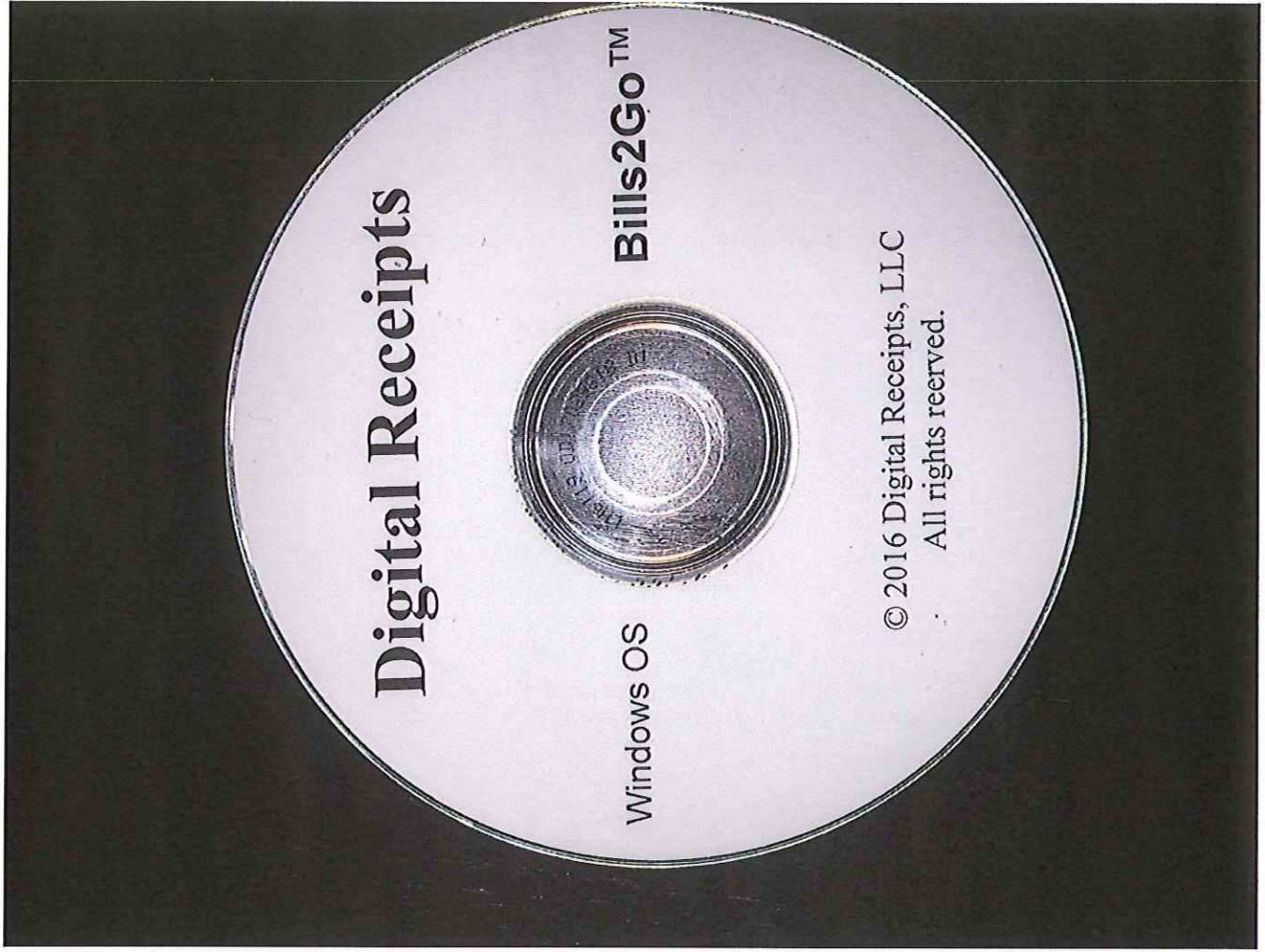


Exhibit 8 (part a)

PARTNERMATCH™

Explore The Possibilities



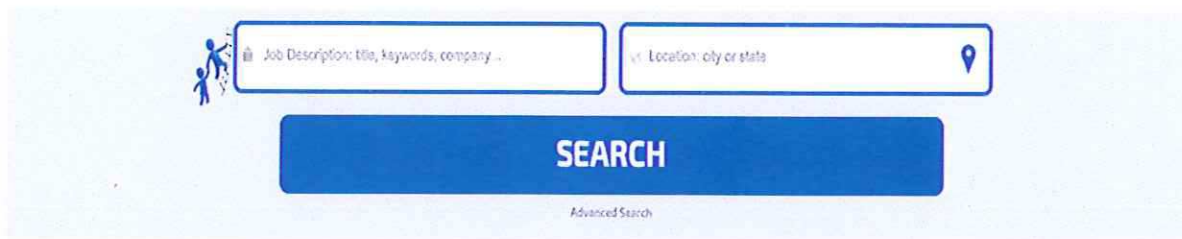
The image shows a search interface for PartnerMatch. It features two input fields: the first is labeled "Job Description: title, keywords, company..." and the second is labeled "Location: city or state" with a location pin icon. Below these fields is a large blue "SEARCH" button. Underneath the button, the text "Advanced Search" is visible.

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Reg. No. 4720700
Class 35 specimen

RETREATMATCH™

The Best Way To Connect



The search interface features a light blue background. On the left, there is a small icon of two people shaking hands. To its right are two input fields: the first is labeled 'Job Description: title, keywords, company ...' and the second is labeled 'Location: city or state' with a location pin icon. Below these fields is a large blue button with the word 'SEARCH' in white capital letters. Underneath the button, the text 'Advanced Search' is written in a smaller font.

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Reg. No. 4720701
Class 35 specimen

RETREATMATCH™

The Best Way To Connect



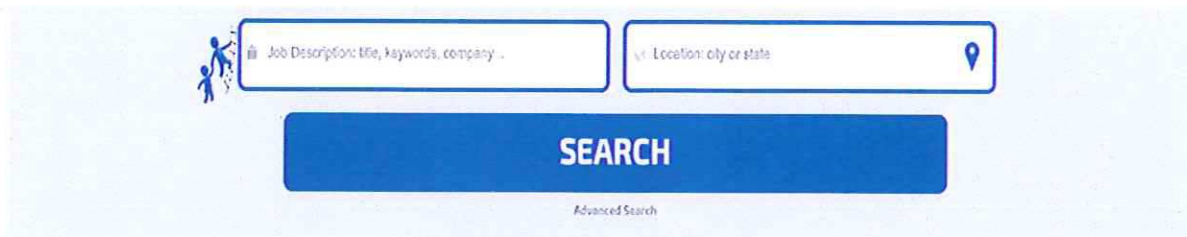
The image shows a search interface for RETREATMATCH. It features two input fields at the top: the first is labeled 'Job Description: title, keywords, company ..' and the second is labeled 'Location: city or state' with a location pin icon. Below these fields is a large blue button with the text 'SEARCH'. Underneath the button, the text 'Advanced Search' is visible.

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Reg. No. 4720701
Class 39 specimen

RETREATMATCH™

The Best Way To Connect



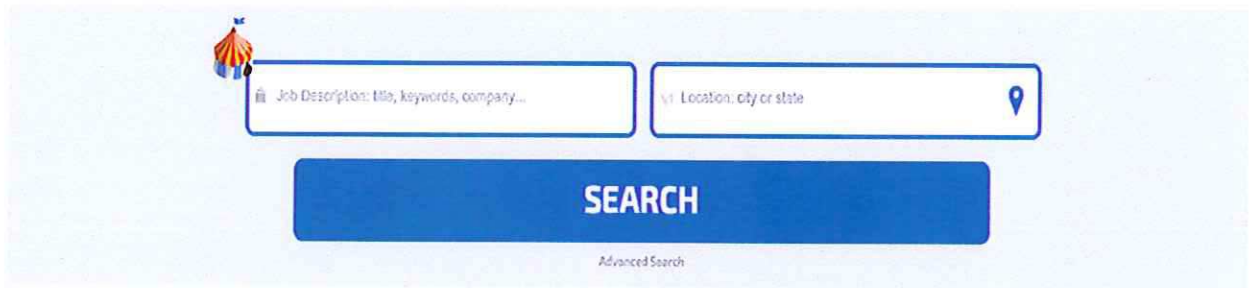
The image shows a search interface for RETREATMATCH. It features two input fields at the top: the first is labeled 'Job Description: title, keywords, company...' and the second is labeled 'Location: city or state' with a location pin icon. Below these fields is a large blue button with the word 'SEARCH' in white capital letters. Underneath the button, the text 'Advanced Search' is visible in a smaller font.

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Reg. No. 4720701
Class 41 specimen

CAMPMATCH™

The Best Way To Search!



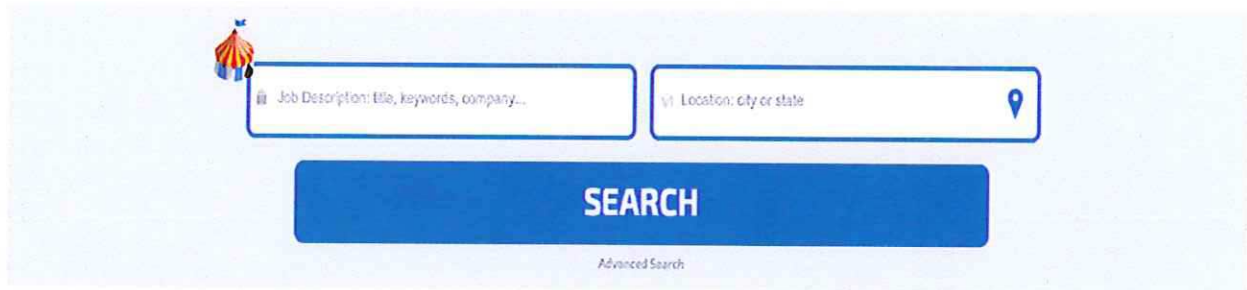
The image shows a search interface for CampMatch. It features a light blue background. On the left, there is a small icon of a tent. To its right are two search input fields. The first field is labeled "Job Description: title, keywords, company..." and the second field is labeled "Location: city or state" with a location pin icon on the right. Below these fields is a large blue button with the word "SEARCH" in white capital letters. Underneath the button, the text "Advanced Search" is written in a smaller font.

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Reg. No. 4720699
Class 35 specimen

CAMPMATCH™

The Best Way To Search!



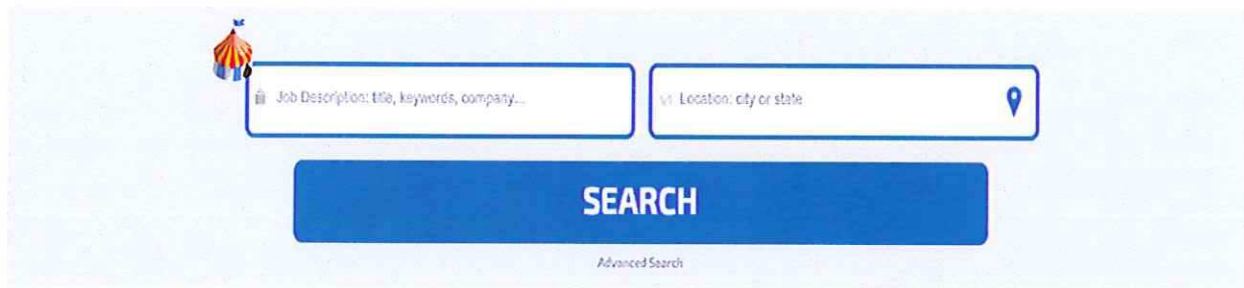
The image shows a search interface for CampMatch. It features a light blue background. On the left, there is a small icon of a red and white striped tent. To its right are two search input fields. The first field is labeled "Job Description: title, keywords, company..." and the second field is labeled "Location: city or state" with a location pin icon on the right. Below these fields is a large blue button with the word "SEARCH" in white capital letters. Underneath the button, the text "Advanced Search" is written in a smaller, lighter font.

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Reg. No. 4720699
Class 39 specimen

CAMPMATCH™

The Best Way To Search!



The image shows a search interface for CampMatch. It features a light blue background. On the left, there is a small icon of a tent. To its right are two search input fields. The first field is labeled "Job Description: title, keywords, company..." and the second field is labeled "Location: city or state" with a location pin icon on the right. Below these fields is a large blue button with the word "SEARCH" in white capital letters. Underneath the button, the text "Advanced Search" is written in a smaller, lighter font.

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Reg. No. 4720699
Class 41 specimen

360MATCH™

 **WE CREATE AND PROMOTE YOUR AD FOR YOUR BUSINESS SO
THAT YOU CAN START ENGAGING YOUR TARGET AUDIENCE TODAY!**


We customize ways to best reach your Target Market by advertising services your company offers and products your company sells.



CONTACT US NOW:

If you would like to know more about our Advertising Services

Please email the following information to:

 360Match@gmail.com

- | | |
|---|--|
|  First & Last Name |  Monthly Marketing Budget |
|  Email |  Decision Time Frame |
|  Company Name |  Company Description |

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Reg. No. 4637912
Class 35 specimen

360match™

Let Us Be Your Online Digital Filing Cabinet

360match™ allows easy access, management and storage of monthly credit card statements, bank statements, receipts, bills and other financial records in one central online location.

Get Organized Today

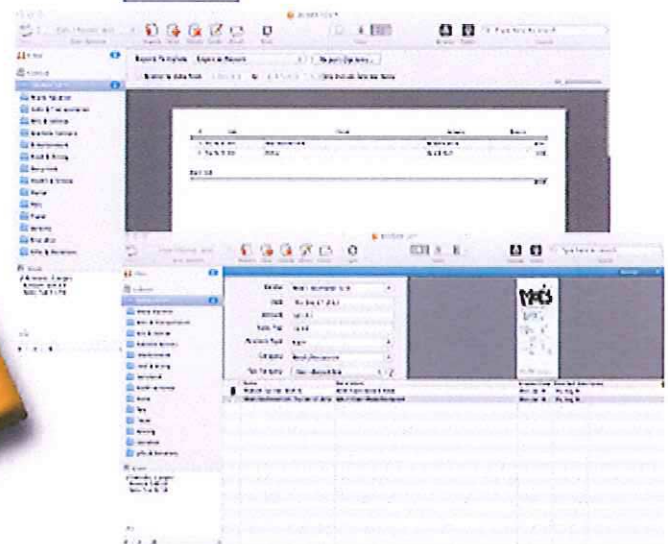
✓ **Saves Time**

✓ **Hassle Free**

Go from that...



To This!



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Reg. No. 4637912
Class 42 specimen

IDEAMATCH™

Ser. No. 85955337

Class 35 specimen

IDEAMATCH™

IN NEED OF SPACE TO HOLD YOUR NEXT MEETING OR A PERMANENT DESK OR OFFICE?

We have the space for you!

Join our Community and get the space and tools you need to help grow your Company.

Office Space or Drop in Desks for Rent

Conference Rooms & Breakout Spaces Available

Explore Startup Employment Opportunities via our Unique Job Database

Shared Office Amenities

Access to Seminars relating to topics including (Business Startups & Business Management)

Consulting Services on areas pertaining to Product Development & Research

Free Wi-fi & Utilities

And Much More....

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Ser. No. 85955337

Class 42 specimen

IDEAMATCH™

Ask About Our

Check Out Our



*Access to Seminars relating to
topics including (Business Startups &
Business Management)*



*Consulting Services on
areas pertaining to Product
Development & Research*

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Ser. No. 86454713

Class 36 specimen

IDEAMATCH™

Ask About Our

Check Out Our



*Access to Seminars relating to
topics including (Business Startups &
Business Management)*



*Consulting Services on
areas pertaining to Product
Development & Research*

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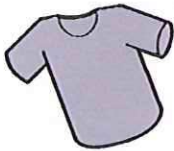
Ser. No. 86454713 -

Class 41 specimen

CleanYourKicks™
Maid For Shoes 

**Get your old items in
LIKE NEW
Condition!**

**We take your used items such as shoes, belts, bags and more and have them
returned looking new.**



Contact us at CleanYourKicks@gmail.com

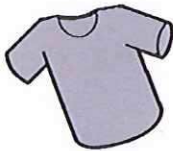
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Reg. No. 4946512
Class 35 specimen

CleanYourKicks™
Maid For Shoes 

**Get your old items in
LIKE NEW
Condition!**

**We take your used items such as shoes, belts, bags and more and have them
returned looking new.**

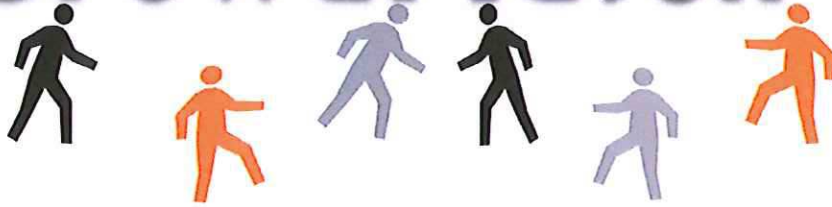


Contact us at CleanYourKicks@gmail.com

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Reg. No. 4946512
Class 37 specimen

CrowdMatch™



LOCATION



KEYWORD



SEARCH JOBS

Maximize your job search with

CrowdMatch™

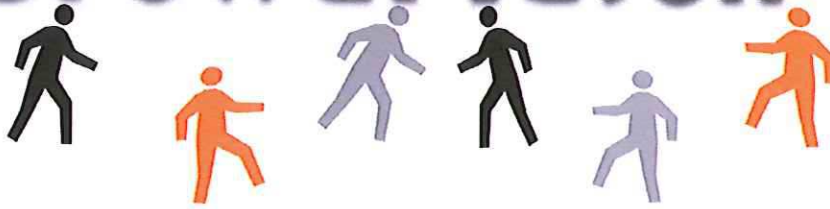
to quickly find the job for you!

Education Publishing Accounting Insurance IT Legal Hospitality
Sales Culinary Business Marketing Engineering Media Broadcasting
Human Resources Retail Public Relations Real Estate And so much more...

Reg. No. 4777738

Class 35 specimen

CrowdMatch™



LOCATION



KEYWORD



SEARCH JOBS

Maximize your job search with

CrowdMatch™

to quickly find the job for you!

Education Publishing Accounting Insurance IT Legal Hospitality
Sales Culinary Business Marketing Engineering Media Broadcasting
Human Resources Retail Public Relations Real Estate And so much more...

Reg. No. 4777738

Class 42 specimen

CrowdMatch™

The logo consists of the word "CrowdMatch" in a bold, black, sans-serif font. To the right of the text is a vertical stack of six stylized human figures. The top and bottom figures are black, while the second, third, and fourth figures from the top are red. Each figure is a simple silhouette with arms and legs outstretched.

Reg. No. 4920559
Class 36 specimen

CrowdMatch™



In Need of a Space to Hold your Next Meeting or a
Permanent Desk or Office?

We have the space for you!

Join our Community and get the space and tools you need to help grow your
Company.

- ⇒ Office Space or Drop in Desks for Rent
- ⇒ Conference Rooms & Breakout Spaces Available
- ⇒ Explore Startup Employment Opportunities via our Unique Job Database
- ⇒ Shared Office Amenities
- ⇒ Access to Seminars relating to topics including (Business Startups & Business Management)
- ⇒ Consulting Services on areas pertaining to Product Development & Research
- ⇒ Free Wi-fi & Utilities

And Much More....

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Reg. No. 4920559
Class 41 specimen

InternMatch™

THE BEST WAY TO FIND YOUR NEXT CAREER



LOCATION



KEYWORD



SEARCH JOBS

FIND THE CAREER OF YOUR DREAMS AND START MAKING
A DIFFERENCE



Education Publishing Accounting Insurance IT Legal Hospitality
Sales Culinary Business Marketing Engineering Media Broadcasting
Human Resources Retail Public Relations Real Estate And so much more...

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Reg. No. 4641911
Class 35 specimen

MaidForKicks™

Get your Wearables back
to their original, like new
condition with our help!

Bring us your older or worn in items such as shoes, belts and
bags and have them returned New and Improved.



Contact us at MaidForKicks@gmail.com

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Reg. No. 4951636
Class 35 specimen

MaidForKicks™

Get your Wearables back
to their original, like new
condition with our help!

Bring us your older or worn in items such as shoes, belts and
bags and have them returned New and Improved.



Contact us at MaidForKicks@gmail.com

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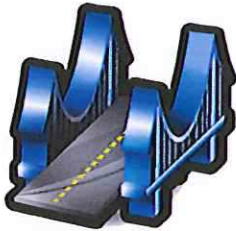
Reg. No. 4951636
Class 37 specimen



Stuck paying for parking instead of getting to where you need to be?



We make parking Quick and Convenient so you can be on your way to your next destination.



MeterPass™ the Simple and Fast way to pay for parking!

For More Info Contact MeterPass@gmail.com



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Reg. No. 4988957
Class 36 specimen



Stuck paying for parking instead of getting to where you need to be?



We make parking Quick and Convenient so you can be on your way to your next destination.



MeterPass™ the Simple and Fast way to pay for parking!

For More Info Contact MeterPass@gmail.com



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Reg. No. 4988957
Class 39 specimen

NXTBIGTHING™

The Resource for Startups™

Reg. No. 4602229
Class 35 specimen

NXTBIGTHING™

The Resource for Startups™

**In Need of a Space to Hold your Next Meeting or a
Permanent Desk or Office?**

We have the space for you!

**Join our Community and get the space and tools you need to help grow your
Company.**



✓ Office Space or Drop in Desks for Rent

✓ Access to Seminars relating to topics including
Business Startups & Business Management

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Development & Research

✓ Explore Startup Employment Opportunities via
our Unique Job Database

✓ Free Wi-fi & Utilities

✓ Shared Office Amenities

✓ And Much More....

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Class 36 specimen

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The Resource for Startups™

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✓ Conference Rooms & Breakout Spaces Available

✓ Consulting Services on areas pertaining to Product
Development & Research

✓ Explore Startup Employment Opportunities via
our Unique Job Database

✓ Free Wi-fi & Utilities

✓ Shared Office Amenities

✓ And Much More....

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Reg. No. 4602229
Class 41 specimen

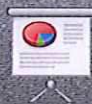
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The Resource for Startups™

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✓ Free Wi-fi & Utilities

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✓ And Much More....

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Reg. No. 4602229
Class 42 specimen

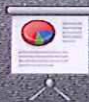
NXTBIGTHING™

The Resource for Startups™

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Permanent Desk or Office?**

We have the space for you!

**Join our Community and get the space and tools you need to help grow your
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✓ Office Space or Drop in Desks for Rent

✓ Access to Seminars relating to topics including
Business Startups & Business Management

✓ Conference Rooms & Breakout Spaces Available

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Development & Research

✓ Explore Startup Employment Opportunities via
our Unique Job Database

✓ Free Wi-fi & Utilities

✓ Shared Office Amenities

✓ And Much More....

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Reg. No. 4629300
Class 35 specimen

STAFFMATCH™



CHECK OUT STAFFMATCH™ TO EASILY
LOCATE JOBS OF YOUR INTEREST

LOCATION

KEYWORD

SEARCH JOBS

YOUR FUTURE AWAITS ...

Reg. No. 4526887
Class 35 specimen

ReceiptMatch™

ReceiptMatch™ is a mobile app and web application, which allows you to easily access, store and manage Receipts, Coupons, Loyalty, Rewards, Rebates/Warranties and Bills in **ONE** central online location.

Go from This...

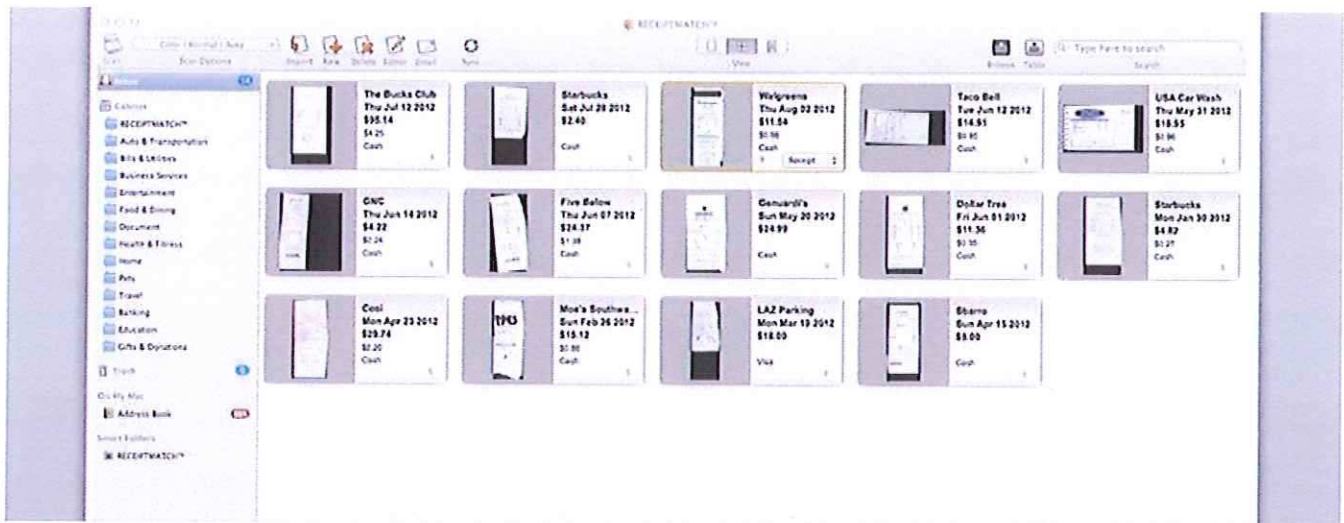


...To That!

Currently we only offer a **Mail-in Receipt Service** so that we can scan your receipts into your online account.

© Copyright 2011 - 2012

Assorted Class 35/42
Specimens for Reg. Nos.
5215902 and 5215903



Assorted Class 35/42
Specimens for Reg. Nos.
5215902 and 5215903



Assorted Class 35/42
Specimens for Reg. Nos.
5215902 and 5215903

RECEIPTMATCH™

SIMPLY SHOP™

Let Us Be Your Online Digital Filing Cabinet

RECEIPTMATCH™ is a web application that allows easy access, management and storage of monthly receipts, bills and other financial records in one central online location.

Get Organized Today

- ✓ Saves Time
- ✓ Hassle Free

Check out our Mail-in Service

Mail in your monthly bills, receipts and other financial records and We will digitally store them for You.



© COPYRIGHT 2006 - 2007

Assorted Class 35/42
Specimens for Reg. Nos.
5215902 and 5215903

ReceiptMatch™

Simply Shop™

Introducing...

ReceiptMatch™ is a mobile app and web application, which allows you to easily access, store and manage Receipts, Coupons, Loyalty, Rewards, Rebates/Warranties and Bills in ONE central online location.

We MATCH personalized offers and coupons based on products purchased and your brand preference!



Coming Soon!
ReceiptMatch™ The Mobile App for
iPhone & Android

Take photos of receipts and we will digitize, upload and MATCH receipts to your online accounts including credit card transactions.

Coming Soon with our Mobile App!



3 Easy Ways to Sign up:

On our website: www.ReceiptMatch.com

Mailing in Sign Up Form

Our Facebook Page

Let's Get Organized...

Currently we only offer a Mail-in Receipt Service so that we can scan your receipts into your online account (For web and later a mobile app).



Simply fill the enclosed pre-addressed envelope with your receipts and invoices, seal it up and drop it in the mail for it to be scanned by our team.



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Assorted Class 35/42
Specimens for Reg. Nos.
5215902 and 5215903

ReceiptMatch™



SIGN UP



Please fill out this form to get started with
ReceiptMatch™ Services!

Full Name _____

Contact Number: _____

Email: _____

Username: Preference 1: _____

Preference 2: _____

Password (must be at least 5 characters): _____

Address: _____

Exhibit 8 (part b)

Report Template: Tax Report

Restrict to dates from 12/15/2003 to 11/17/2009 Only include Selected items

#	Date	Vendor	Tax Category	Amount
1	Tue Nov 17 2008	NikeID Shoes		\$300.00
2	Thu Oct 16 2008	GoDaddy.com		\$25.15
3	Sun Oct 12 2008	ITunes Store		\$5.53
4	Thu Oct 01 2008	Overstock Business		\$31.26
5	Thu Oct 01 2008	Overstock Business		\$17.47
6	Wed Sep 30 2008	GoDaddy.com		\$25.12
7	Tue Sep 29 2008	Apple		\$13.64
8	Tue Sep 29 2008	GoDaddy.com		\$13.64
9	Wed Sep 24 2008	Wigzone		\$10.00
10	Sat Sep 19 2008	Juke Train Great Pizza		\$24.15
11	Thu Sep 11 2008	Love's		\$28.88
12	Wed Sep 10 2008	Wigzone		\$70.00
13	Tue Sep 09 2008	Successories		\$68.42
14	Sun Sep 07 2008	Face Out		\$14.59
15	Sun Sep 07 2008	ITunes Store		\$5.28

309 Receipts, 385 pages
Amount \$19,308.50
Sales Tax \$205.48

1 Contact, 1 page
3 Documents, 3 pages

Assorted Class 35/42
Specimens for Reg. Nos.
5215902 and 5215903

RECEIPTMATCH SIMPLY SHOP™

Report Template: **Tax Report** | Report Options...

Restrict to dates from 12/15/2003 to 11/17/2009 Only Include Selected Items

#	Date	Vendor	Tax Category	Amount
1	Tue Nov 17 2009	Walmart Super		\$305.90
2	Fri Oct 16 2009	GoDaddy.com		\$25.76
3	Sun Oct 11 2009	Flowers Direct		\$6.30
4	Fri Oct 02 2009	Outback Steakhouse		\$63.26
5	Wed Sep 30 2009	GoDaddy.com		\$7.47
6	Tue Sep 29 2009	Apple		\$65.12
7	Tue Sep 29 2009	GoDaddy.com		\$13.64
8	Wed Sep 23 2009	Walmart		\$15.76
9	Sat Sep 19 2009	J&M Tex-Cook House		\$24.45
10	Fri Sep 17 2009	Lowes		\$69.80
11	Wed Sep 16 2009	Walmart		\$70.80
12	Sun Sep 14 2009	Stemmerman		\$69.42
13	Sun Sep 13 2009	Taco Bell		\$14.69
14	Sun Sep 13 2009	Flowers Direct		\$5.09
15	Fri Sep 11 2009	Walmart		\$14.70
16	Fri Sep 10 2009	Walmart		\$21.96
17	Wed Sep 09 2009	Flowers Direct		\$10.36
18	Tue Sep 08 2009	Taco Bell		\$17.87

Assorted Class 35/42
Specimens for Reg. Nos.
5215902 and 5215903



Q: Type I

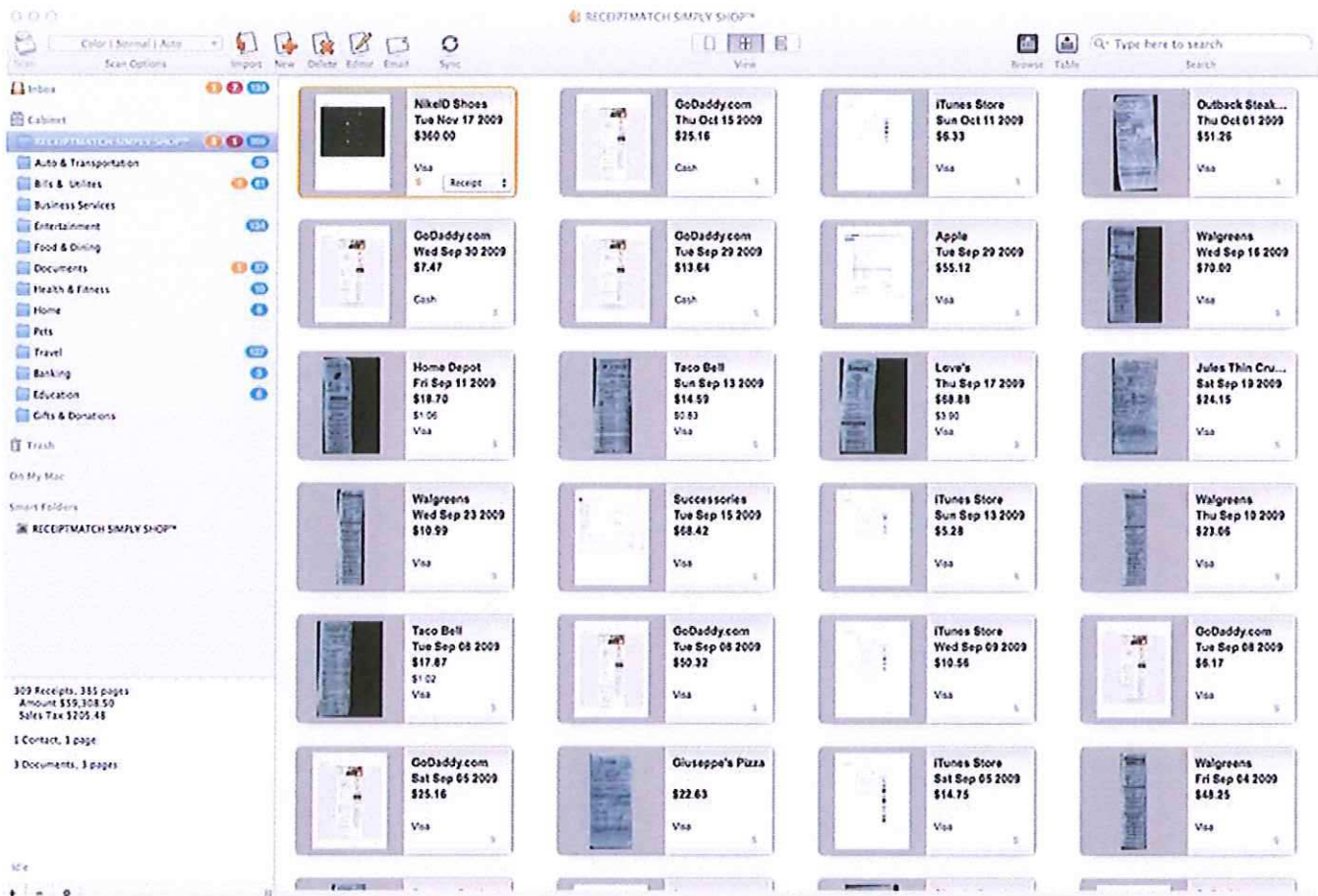
Report Template: **Tax Report**

Report Options...

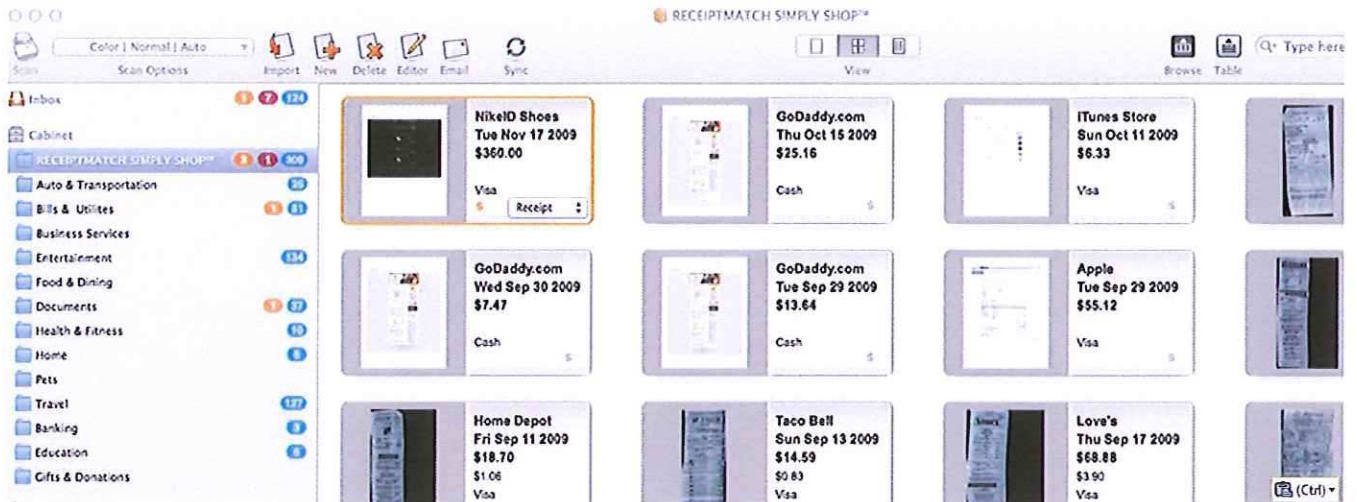
Restrict to dates from 12/15/2003 to 11/17/2009 Only Include Selected Items

#	Date	Vendor	Tax Category	Amount
1	Tue Nov 17 2009	M&D Shop		\$309.99
2	Thu Oct 15 2009	GoDaddy.com		\$25.16
3	Sun Oct 11 2009	Foxes Store		\$4.33
4	Thu Oct 01 2009	Cubak Sea & Home		\$51.26
6	Wed Sep 30 2009	GoDaddy.com		\$7.47
6	Tue Sep 29 2009	Apple		\$55.12
7	Tue Sep 29 2009	GoDaddy.com		\$13.64
8	Wed Sep 23 2009	Walgreens		\$10.99
9	Sat Sep 19 2009	J&A's Take Out Pizza		\$24.15
10	Thu Sep 17 2009	Lowe's		\$63.99
11	Wed Sep 16 2009	Walgreens		\$70.09
12	Tue Sep 15 2009	Successor Inc		\$69.42

Assorted Class 35/42
Specimens for Reg. Nos.
5215902 and 5215903



Assorted Class 35/42
Specimens for Reg. Nos.
5215902 and 5215903



Assorted Class 35/42
Specimens for Reg. Nos.
5215902 and 5215903

Education
 Gifts & Donations
 Trash
 On My Mac
 Smart Folders
 RECEIPTMATCH SIMPLY SHOP™


309 Receipts, 385 pages:
 Amount \$59,308.50
 Sales Tax \$205.48


1 Contact, 1 page:
 Receipts, 3 pages


Fri Sep 11 2009
\$18.70
 \$1.06
 Visa


Sun Sep 13 2009
\$14.59
 \$0.83
 Visa



Thu Sep 17 2009
\$68.88
 \$3.90
 Visa



Walgreens
Wed Sep 23 2009
\$10.99
 Visa


Successories
Tue Sep 15 2009
\$68.42
 Visa


iTunes Store
Sun Sep 13 2009
\$5.28
 Visa


Taco Bell
Tue Sep 08 2009
\$17.87
 \$1.02
 Visa


GoDaddy.com
Tue Sep 08 2009
\$50.32
 Visa


iTunes Store
Wed Sep 09 2009
\$10.56
 Visa


GoDaddy.com


Giuseppe's Pizza


iTunes Store

Assorted Class 35/42
 Specimens for Reg. Nos.
 5215902 and 5215903

ReceiptMatch Family Shopper

Report Template: Tax Report

Report Options: Restrict to dates from 12/11/2017 to 11/17/2018 Only include selected items

#	Date	Vendor	Tax Category	Amount
1	Tue Nov 07 2018	Walmart		\$44.36
2	Tue Oct 09 2018	Self-emp. inv.		\$0.00
3	Sat Oct 13 2018	Flowers Direct		\$6.30
4	Tue Oct 09 2018	Outback Steakhouse		\$12.08
5	Wed Oct 03 2018	Self-emp. inv.		\$7.47
6	Tue Sep 26 2018	Walmart		\$61.70
7	Tue Sep 26 2018	Self-emp. inv.		\$13.34
8	Wed Sep 20 2018	Walmart		\$14.44
9	Sat Sep 15 2018	Jules Thai Crust Pizza		\$14.94
10	Tue Sep 04 2018	Lovess		\$63.88
11	Wed Sep 06 2018	Walmart		\$74.00
12	Tue Sep 04 2018	Successories		\$68.42
13	Sat Sep 01 2018	Paris Baguette		\$14.50
14	Sat Sep 01 2018	Walmart		\$14.50
15	Sat Sep 01 2018	Walmart		\$14.50
16	Tue Sep 11 2018	Flowers Direct		\$6.30
17	Fri Sep 14 2018	Walmart		\$14.74
18	Fri Sep 14 2018	Walmart		\$14.74
19	Sat Sep 15 2018	Paris Baguette		\$14.50
20	Tue Sep 11 2018	Walmart		\$14.50
21	Wed Sep 06 2018	Walmart		\$14.50
22	Tue Sep 04 2018	Walmart		\$14.50
23	Tue Sep 04 2018	Walmart		\$14.50
24	Tue Sep 04 2018	Walmart		\$14.50
25	Tue Sep 04 2018	Walmart		\$14.50
26	Tue Sep 04 2018	Walmart		\$14.50
27	Sat Sep 01 2018	Walmart		\$14.50
28	Fri Sep 07 2018	Walmart		\$14.50
29	Tue Sep 04 2018	Walmart		\$14.50
30	Tue Sep 04 2018	Walmart		\$14.50
31	Tue Sep 04 2018	Walmart		\$14.50
32	Tue Sep 04 2018	Walmart		\$14.50
33	Tue Sep 04 2018	Walmart		\$14.50
34	Tue Sep 04 2018	Walmart		\$14.50
35	Tue Sep 04 2018	Walmart		\$14.50
36	Tue Sep 04 2018	Walmart		\$14.50
37	Tue Sep 04 2018	Walmart		\$14.50
38	Tue Sep 04 2018	Walmart		\$14.50
39	Tue Sep 04 2018	Walmart		\$14.50
40	Tue Sep 04 2018	Walmart		\$14.50
41	Tue Sep 04 2018	Walmart		\$14.50
42	Tue Sep 04 2018	Walmart		\$14.50
43	Tue Sep 04 2018	Walmart		\$14.50
44	Tue Sep 04 2018	Walmart		\$14.50
45	Tue Sep 04 2018	Walmart		\$14.50
46	Tue Sep 04 2018	Walmart		\$14.50
47	Tue Sep 04 2018	Walmart		\$14.50
48	Tue Sep 04 2018	Walmart		\$14.50
49	Tue Sep 04 2018	Walmart		\$14.50
50	Tue Sep 04 2018	Walmart		\$14.50
51	Tue Sep 04 2018	Walmart		\$14.50
52	Tue Sep 04 2018	Walmart		\$14.50
53	Tue Sep 04 2018	Walmart		\$14.50
54	Tue Sep 04 2018	Walmart		\$14.50
55	Tue Sep 04 2018	Walmart		\$14.50
56	Tue Sep 04 2018	Walmart		\$14.50
57	Tue Sep 04 2018	Walmart		\$14.50
58	Tue Sep 04 2018	Walmart		\$14.50
59	Tue Sep 04 2018	Walmart		\$14.50
60	Tue Sep 04 2018	Walmart		\$14.50
61	Tue Sep 04 2018	Walmart		\$14.50
62	Tue Sep 04 2018	Walmart		\$14.50
63	Tue Sep 04 2018	Walmart		\$14.50
64	Tue Sep 04 2018	Walmart		\$14.50
65	Tue Sep 04 2018	Walmart		\$14.50
66	Tue Sep 04 2018	Walmart		\$14.50
67	Tue Sep 04 2018	Walmart		\$14.50
68	Tue Sep 04 2018	Walmart		\$14.50
69	Tue Sep 04 2018	Walmart		\$14.50
70	Tue Sep 04 2018	Walmart		\$14.50
71	Tue Sep 04 2018	Walmart		\$14.50
72	Tue Sep 04 2018	Walmart		\$14.50
73	Tue Sep 04 2018	Walmart		\$14.50
74	Tue Sep 04 2018	Walmart		\$14.50
75	Tue Sep 04 2018	Walmart		\$14.50
76	Tue Sep 04 2018	Walmart		\$14.50
77	Tue Sep 04 2018	Walmart		\$14.50
78	Tue Sep 04 2018	Walmart		\$14.50
79	Tue Sep 04 2018	Walmart		\$14.50
80	Tue Sep 04 2018	Walmart		\$14.50
81	Tue Sep 04 2018	Walmart		\$14.50
82	Tue Sep 04 2018	Walmart		\$14.50
83	Tue Sep 04 2018	Walmart		\$14.50
84	Tue Sep 04 2018	Walmart		\$14.50
85	Tue Sep 04 2018	Walmart		\$14.50
86	Tue Sep 04 2018	Walmart		\$14.50
87	Tue Sep 04 2018	Walmart		\$14.50
88	Tue Sep 04 2018	Walmart		\$14.50
89	Tue Sep 04 2018	Walmart		\$14.50
90	Tue Sep 04 2018	Walmart		\$14.50
91	Tue Sep 04 2018	Walmart		\$14.50
92	Tue Sep 04 2018	Walmart		\$14.50
93	Tue Sep 04 2018	Walmart		\$14.50
94	Tue Sep 04 2018	Walmart		\$14.50
95	Tue Sep 04 2018	Walmart		\$14.50
96	Tue Sep 04 2018	Walmart		\$14.50
97	Tue Sep 04 2018	Walmart		\$14.50
98	Tue Sep 04 2018	Walmart		\$14.50
99	Tue Sep 04 2018	Walmart		\$14.50
100	Tue Sep 04 2018	Walmart		\$14.50

529 Receipts, 385 pages
Amount \$59,358.50
Sales Tax \$225.48

1 Contact, 3 page
3 Documents, 3 page

Assorted Class 35/42
Specimens for Reg. Nos.
5215902 and 5215903

RECEIPTMATCH SIMPLY SHOP™

Report Template: Tax Report Report Options...

Restrict to dates from 12/15/2007 to 11/17/2009 Only Include Selected Items

#	Date	Vendor	Tax Category	Amount
1	Thu Nov 17 2007	Max's Steak		\$40.00
2	Fri Dec 14 2007	Getaway.com		\$4.76
3	Sun Dec 16 2007	Peter Stone		\$4.00
4	Fri Dec 14 2007	Getaway.com		\$4.76
5	Wed Sep 26 2007	Getaway.com		\$7.47
6	Tue Sep 25 2007	Apple		\$6.00
7	Tue Sep 25 2007	Getaway.com		\$7.47
8	Wed Sep 26 2007	McLaren		\$10.00
9	Wed Sep 26 2007	AAA Travel Club Plus		\$4.76
10	Fri Sep 14 2007	Liberty		\$10.00
11	Wed Sep 19 2007	McLaren		\$10.00
12	Tue Sep 18 2007	Intermission		\$4.00
13	Sun Sep 16 2007	Star-Buck		\$4.00
14	Sun Sep 16 2007	Peter Stone		\$4.00
15	Fri Sep 14 2007	McLaren		\$10.00
16	Fri Sep 14 2007	McLaren		\$10.00
17	Wed Sep 19 2007	Peter Stone		\$4.00
18	Tue Sep 18 2007	Star-Buck		\$7.47

Assorted Class 35/42
Specimens for Reg. Nos.
5215902 and 5215903

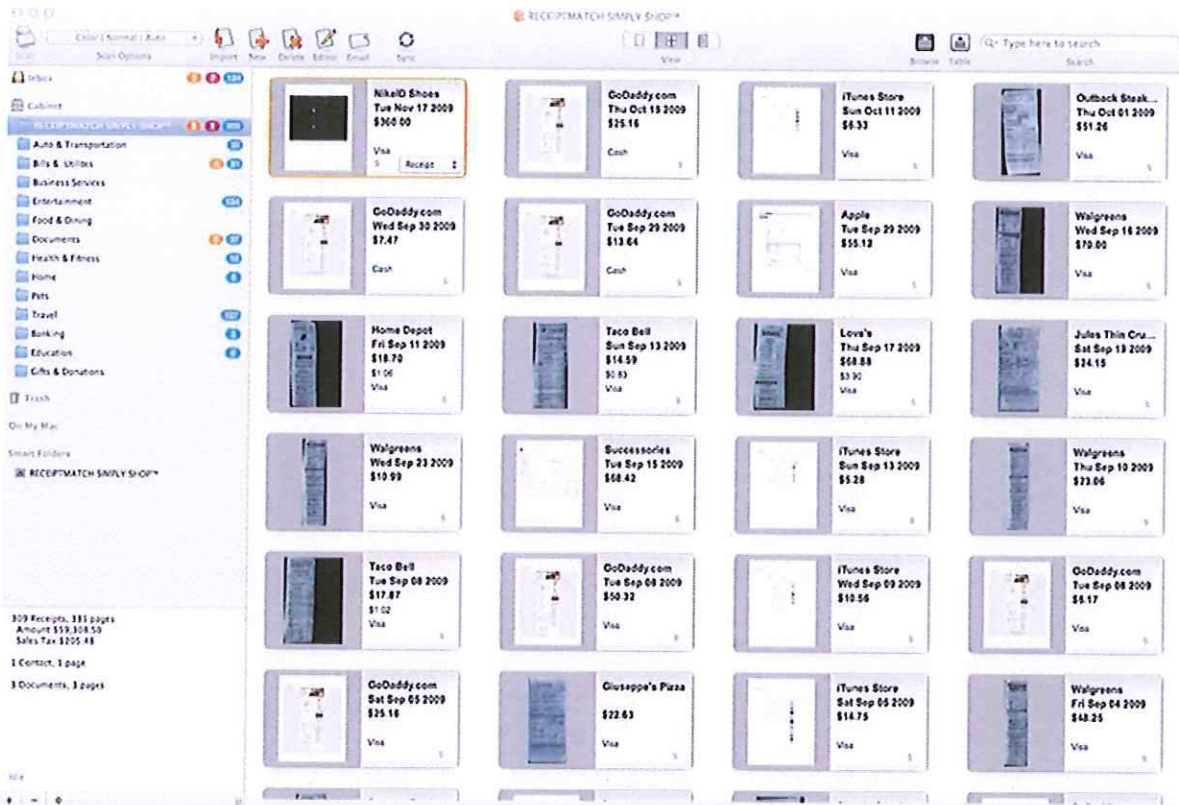
RECEIPTMATCH SIMPLY SHOP™

Report Template: **Tax Report** Report Options...

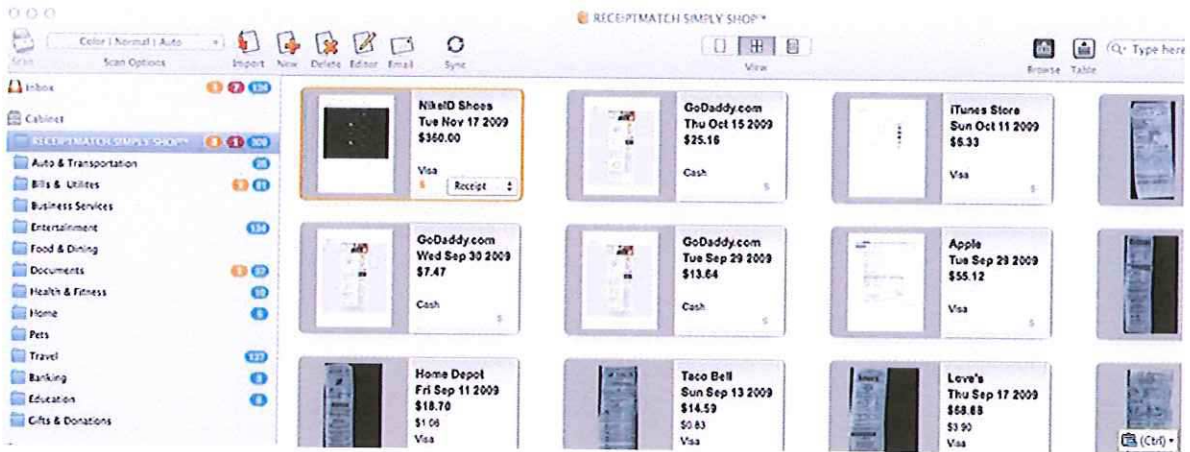
Restrict to dates from 12/15/2003 to 11/17/2009
 Only Include Selected Items

#	Date	Vendor	Tax Category	Amount
1	Tue Nov 17 2009	M&D Show		\$20.00
2	Thu Oct 15 2009	GoDaddy.com		\$25.56
3	Sun Oct 11 2009	Flowers.com		\$6.33
4	Thu Oct 01 2009	Club at Sea Home		\$61.26
4	Wed Sep 30 2009	GoDaddy.com		\$7.47
6	Tue Sep 29 2009	Apple		\$65.12
7	Tue Sep 29 2009	GoDaddy.com		\$13.64
8	Wed Sep 23 2009	Walgreens		\$10.99
9	Sat Sep 19 2009	John T. H. Co. Plus		\$24.15
10	Thu Sep 17 2009	Low's		\$69.00
11	Wed Sep 16 2009	Walgreens		\$70.00
12	Tue Sep 15 2009	Successbooks		\$69.42

Assorted Class 35/42
 Specimens for Reg. Nos.
 5215902 and 5215903



Assorted Class 35/42
Specimens for Reg. Nos.
5215902 and 5215903



Assorted Class 35/42
Specimens for Reg. Nos.
5215902 and 5215903



Assorted Class 35/42
Specimens for Reg. Nos.
5215902 and 5215903

Color Manager | Apps
Scan Options
Import New Check (Error) Mail Sync

RECIPIENTMATCH SAFETY SHOP™
RECIPIENTMATCH SAFETY SHOP™
Auto & Transport
Business Services
Entertainment
Food & Dining
Document
Health & Fitness
Home
Kids
Travel
Banking
Education
Gifts & Donations
TRANSACTIONS

On My Mac
Address Book
Smart Folders
RECIPIENTMATCH SAFETY SHOP™

25 Receipts, 26 papers
Total value: \$132,317,482,000.00
Date: Thu 10:00

RECIPIENTMATCH SAFETY SHOP™ - is the best way to organize, manage and digitize your receipts

View

Print Table
Q-TYPE PRINT TO SEARCH
SEARCH

Vegam.com (C... Thu Apr 30 2009 \$201.45 Via Recent	Amazon.com (... Thu Apr 09 2009 \$322.67 Via	Blue Cross Mon Sep 15 2008 \$193.55 Cash	Blue Cross Mon Sep 29 2008 \$3.73 Cash	Walgreens Mon Sep 22 2008 \$0.30 Via	Wid Apr 06 2000 \$22.00 Cash	\$273,273,000.0...
CVS Sat Apr 01 2006 \$4,473,042,000.0...	CVS Thu Apr 09 2009 \$273,273.00 Cash	CVS Mon Sep 15 2008 \$77.00 Cash	CVS Mon Sep 29 2008 \$193,021,200.0...	CVS Mon Sep 22 2008 \$45.00 Cash	CVS Wed Apr 06 2000 \$27,207,200.00 Cash	\$42.00
CVS Thu Jun 12 2008	CVS Thu Oct 02 2009 \$200.18	CVS Mon Sep 15 2008 \$14.00 Cash	CVS Sat Jul 01 2009 \$60,021,200.00 Cash	CVS Mon Sep 22 2008 \$2.73 Cash	CVS Wed Apr 06 2000 \$14.00 Cash	\$1.88
CAR Thu Jun 12 2008						
\$5,145,251,000.00 Cash		\$46.00 Cash	\$314.55 Cash			

Assorted Class 35/42
Specimens for Reg. Nos.
5215902 and 5215903

RECEIPTMATCH SMART SHOP™ ... a few best ways to organize, manage and digest your receipts

25 Receipts, 28 notes, Amount: \$41,132,455,517,485,020,00 Sales Tax: \$1430

Smart Features

- On My Mac
- Address Book
- Receipt Match
- Smart Features
- Tools
- Trash
- City & Department
- Education
- Banking
- Travel
- Pets
- Home
- Health & Fitness
- Document
- Food & Dining
- Entertainment
- Business Services
- Auto & Transport
- RECEIPTMATCH SMART SHOP™

Vendor: Vpagacom (Clubs de Omb)

Date: Thu Apr 10 2009

Amount: \$101.45

Sales Tax: Sales Tax

Payment Type: Visa

Category: Travel

Tax Category: Non-deductible

Reimbursable: Paid:

Application: Salary

Title: <https://www.vpagacom/mv/fr/RE>

Notes: [Empty field]

Vendor	Title	Amount	Sales Tax	Category	Notes
Vpagacom (Clubs de Omb)	General Fund	\$201.04		Travel	
Vpagacom (Clubs de Omb)	General Fund	\$201.46		Travel	
Vpagacom (Clubs de Omb)	General Fund	\$202.67		Travel	
Vpagacom (Clubs de Omb)	General Fund	\$139.58		Travel	
Vpagacom (Clubs de Omb)	General Fund	\$131		Travel	
Vpagacom (Clubs de Omb)	General Fund	\$230		Travel	
Vpagacom (Clubs de Omb)	General Fund	\$230		Travel	
Wagyuone	General Fund	\$29,572.00		Transportation	
CVS	General Fund	\$4,219.04		Transportation	
CVS	General Fund	\$27,273.00		Transportation	
CVS	General Fund	\$77.60		Transportation	
CVS	General Fund	\$100,021.50		Transportation	
CVS	General Fund	\$46.00		Transportation	
CVS	General Fund	\$27,287.200		Transportation	
CVS	General Fund	\$40.80		Transportation	
CVS	General Fund	\$12.00		Transportation	
CVS	General Fund	\$14.00		Transportation	
CVS	General Fund	\$50,001.200		Transportation	
CVS	General Fund	\$2.73		Transportation	
CVS	General Fund	\$1430		Transportation	

Assorted Class 35/42 Specimens for Reg. Nos. 5215902 and 5215903

RECEIPTMATCH SMMV SHOP

Report Template: Expense Report

Report Options...

Reference to data from 04/25/2000 to 04/25/2000

Only include selected items

RECEIPTMATCH SMMV SHOP

In the best way to organize, manage and digitize your receipts

View

TYPE HERE TO SEARCH

SEARCH

On My Way

Address Book

Smart Finders

RECEIPTMATCH SMMV SHOP

Categories

- Auto & Transport
- Business Services
- Entertainment
- Food & Dining
- Document
- Health & Fitness
- Home
- Misc
- Travel
- Banking
- Education
- Chrs & Donations
- TEAM

Date	Vendor	Category	Amount
Thu Apr 20...	Wegmans (Cash de Obj)	Travel	5007.46
Thu Apr 05...	Amazon.com (Pou Pouch France)	General Retail	5302.87
Mon Sep 22...	Blue Cross	Health Throu...	23.72
Mon Sep 14...	Blue Cross	Health Throu...	52.55
Thu Jun 12...	Blue Cross	Health Throu...	210.55
Thu Jun 12...	CAP	General Retail	34.373.042...
Sat Apr 01.2...	CVS	General Retail	3000.10
Thu Oct 05...	CVS	Transportation	540.031.300...
Sat Jul 01.2...	CVS	Transportation	522.00
Wed Apr 05...	CVS	Transportation	52723.770.00...
		Transportation	52723.770.00...
		Transportation	57.00
		Transportation	5130.021.30...
		Transportation	540.00
		Transportation	527227.200...
		Transportation	540.00
		General Retail	5151.00
		Transportation	514.00
		Transportation	52.73
		Transportation	514.00

#	Date	Vendor	Category	Amount
1	Thu Apr 20 2000	Wegmans (Cash de Obj)	Travel	5007.46
2	Thu Apr 05 2000	Amazon.com (Pou Pouch France)	General Retail	5302.87
3	Mon Sep 22 2000	Blue Cross	Health Throu...	63.29
4	Mon Sep 14 2000	Blue Cross	Health Throu...	64.26
5	Thu Jun 12 2000	Blue Cross	Health Throu...	642.06
6	Thu Jun 12 2000	CAP	General Retail	642.06
7	Sat Apr 01 2000	CVS	General Retail	642.06
8	Thu Oct 05 2000	CVS	Transportation	642.06
9	Sat Jul 01 2000	CVS	Transportation	642.06
10	Wed Apr 05 2000	CVS	Transportation	642.06
11			Transportation	642.06
12			Transportation	642.06
13			Transportation	642.06
14			Transportation	642.06
15			Transportation	642.06
16			Transportation	642.06
17			Transportation	642.06
18			Transportation	642.06
19			Transportation	642.06
20			Transportation	642.06
21			Transportation	642.06
22			Transportation	642.06
23			Transportation	642.06
24			Transportation	642.06
25			Transportation	642.06
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45			Transportation	642.06
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94			Transportation	642.06
95			Transportation	642.06
96			Transportation	642.06
97			Transportation	642.06
98			Transportation	642.06
99			Transportation	642.06
100			Transportation	642.06

Assorted Class 35/42
Specimens for Reg. Nos.
5215902 and 5215903



RECEIPTLOCKER™



WE CREATE AND PROMOTE YOUR AD FOR YOUR BUSINESS SO THAT YOU CAN START ENGAGING YOUR TARGET AUDIENCE TODAY!

We customize ways to best reach your Target Market by advertising services your company offers and products your company sells.



CONTACT US NOW:

If you would like to know more about our Advertising Services Please email the following information to:

➡ ReceiptLocker2@gmail.com

- **First & Last Name**
- **Monthly Marketing Budget**
- **Email**
- **Decision Time Frame**
- **Company Name**
- **Company Description**

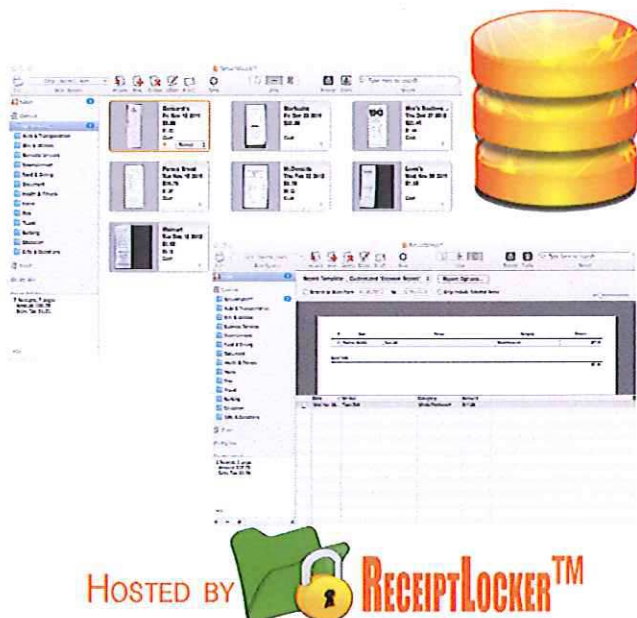
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Reg. No. 4629238

Class 35 specimen

RETURNMATCH™

RETURNMATCH™ ALLOWS YOU TO EASILY ACCESS, STORE AND MANAGE RECEIPTS, COUPONS, LOYALTY, REWARDS, CREDITS, REBATES/WARRANTIES AND BILLS IN ONE CENTRAL ONLINE LOCATION.



FOR QUICK AND EFFORTLESS TRACKING OF MONIES OWED BACK IN YOUR WALLET!

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Reg. No. 4629238
Class 42 specimen



We customize ways to best reach your Target Market by advertising services your company offers and products



WE CREATE AND PROMOTE YOUR AD FOR YOUR BUSINESS SO THAT YOU CAN START ENGAGING YOUR TARGET AUDIENCE TODAY!

CONTACT US NOW:

**If you would like to know more about our Advertising Services
Please email the following information to:**

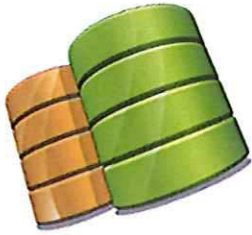
✉ ReceiptFly@gmail.com

✉ First & Last Name
✉ Email
✉ Company Name

✉ Monthly Marketing Budget
✉ Decision Time Frame
✉ Company Description

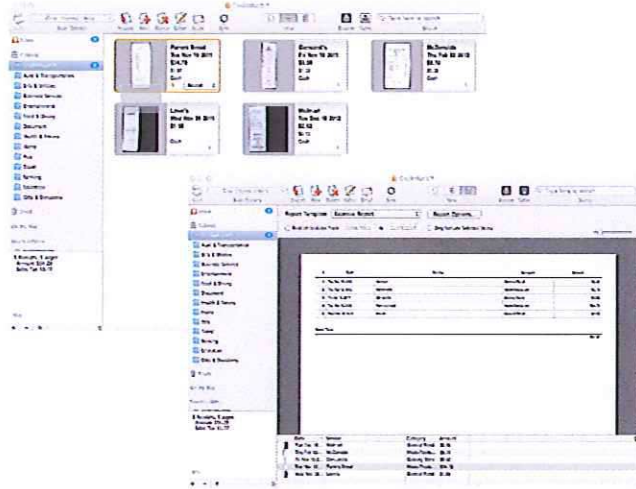
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Reg. No. 4629239
Class 35 specimen



CREDITMATCH™

CREDITMATCH™ ALLOWS YOU TO EASILY
ACCESS, STORE AND MANAGE RECEIPTS,
COUPONS, LOYALTY, REWARDS, RETURNS,
REBATES/WARRANTIES AND BILLS IN ONE
CENTRAL ONLINE LOCATION.



HOSTED BY



RECEIPTFLY™

FOR QUICK AND EFFORTLESS TRACKING OF MONIES OWED BACK IN YOUR WALLET!

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Reg. No. 4629239
Class 42 specimen

AskHours™

ADVERTISE WITH US!



WE CREATE AND PROMOTE YOUR AD FOR YOUR BUSINESS SO THAT YOU CAN START ENGAGING YOUR TARGET AUDIENCE TODAY!

We customize ways to best reach your Target Market by advertising discounts, coupons and rebates your company offers.



Allow your customers to view reviews, hours and photos of your business.



CONTACT US TODAY:

If you would like to know more about our Advertising Services Please email the following information to:

✉ AskHours@gmail.com

- | | |
|---------------------|----------------------------|
| ✉ First & Last Name | ✉ Monthly Marketing Budget |
| ✉ Email | ✉ Decision Time Frame |
| ✉ Company Name | ✉ Company Description |

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Reg. No. 4629253
Class 35 specimen

AskHours™



ADVERTISE WITH US!



WE CREATE AND PROMOTE YOUR AD FOR YOUR BUSINESS SO THAT YOU CAN START ENGAGING YOUR TARGET AUDIENCE TODAY!

We customize ways to best reach your Target Market by advertising discounts, coupons and rebates your company offers.



Allow your customers to view reviews, hours and photos of your business.



CONTACT US TODAY:

If you would like to know more about our Advertising Services Please email the following information to:

✉ AskHours@gmail.com

✎ First & Last Name

✎ Email

✎ Company Name

✎ Monthly Marketing Budget

✎ Decision Time Frame

✎ Company Description

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Reg. No. 4629253

Class 41 specimen

AskHours™



ADVERTISE WITH US!



WE CREATE AND PROMOTE YOUR AD FOR YOUR BUSINESS SO THAT YOU CAN START ENGAGING YOUR TARGET AUDIENCE TODAY!

We customize ways to best reach your Target Market by advertising discounts, coupons and rebates your company offers.



Allow your customers to view reviews, hours and photos of your business.



CONTACT US TODAY:

If you would like to know more about our Advertising Services Please email the following information to:

✉ AskHours@gmail.com

- | | |
|---------------------|----------------------------|
| ✉ First & Last Name | ✉ Monthly Marketing Budget |
| ✉ Email | ✉ Decision Time Frame |
| ✉ Company Name | ✉ Company Description |

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Reg. No. 4629253
Class 42 specimen

BILLMATCH™ ADVERTISE WITH US!

Allow your customers to view reviews, hours and photos of your business.

We customize ways to best reach your Target Market by advertising discounts, coupons and rebates.

**WE CREATE AND PROMOTE YOUR AD FOR YOUR BUSINESS SO THAT
YOU CAN START ENGAGING YOUR TARGET AUDIENCE TODAY!**

CONTACT US TODAY:

If you would like to know more about our Advertising Services

Please email the following information to:

✉ BillMatch2@gmail.com

First & Last Name

Email

Company Name

Monthly Marketing Budget

Decision Time Frame

Company Description

© 2014 DIGITAL RECEIPTS, LLC

Reg. No. 4629317

Class 35 specimen

BILLMATCH™ ADVERTISE WITH US!

Allow your customers to view reviews, hours and photos of your business.

We customize ways to best reach your Target Market by advertising discounts, coupons and rebates.

**WE CREATE AND PROMOTE YOUR AD FOR YOUR BUSINESS SO THAT
YOU CAN START ENGAGING YOUR TARGET AUDIENCE TODAY!**

CONTACT US TODAY:

If you would like to know more about our Advertising Services

Please email the following information to:

✉ BillMatch2@gmail.com

First & Last Name

Email

Company Name

Monthly Marketing Budget

Decision Time Frame

Company Description

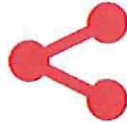
© 2014 DIGITAL RECEIPTS, LLC

Reg. No. 4629317

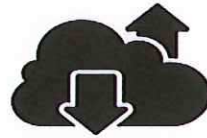
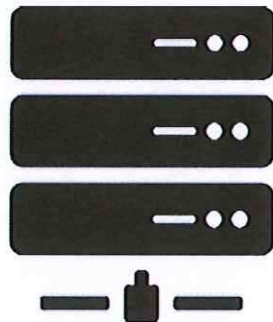
Class 42 specimen



CouponMatch™



Save, Share & Store your Data with us



Email us today to get started:

CouponMatch12@gmail.com

Reg. No. 4769120
Class 42 specimen

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PromoMATCH™



Need Space?

**PromoMatch has your Answer. We make
hosting services part of our solution.**

**We keep your data safe and secure and at your
fingertips.**

Contact us today to learn more:
PromoMatch12@gmail.com

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Reg. No. 4786272
Class 42 specimen

RewardMatchTM

**It's Rewarding to
Advertise with us!**



Advertise with us to
give your business
the exposure it
deserves.



Let us take your
business to the
next level.

**We create the best solutions to reach
your customers through advertising,
coupons, discounts and rebates.**

Contact Us Today RewardMatch@gmail.com

Reg. No. 4769126
Class 35 specimen

© 2015 DIGITAL RECEIPTS, LLC

RewardMatch™



Let us serve your storage needs

We allow you to easily store your data with us so that
you do not have to do the work.

Contact us today: RewardMatch@gmail.com

© 2015 DIGITAL RECEIPTS, LLC

Reg. No. 4769126
Class 42 specimen

Exhibit 8 (part c)

RECEIPTBOT™

Store your Bills, Receipts, Coupons, Rewards, Loyalty, Rebates/Warranties & other documents with us!

Always In One Place
Safe & Secure



HOSTED BY

DealMatch™



Contact:
DealMatch12@gmail.com
Today!

© 2015 DIGITAL RECEIPTS, LLC

Reg. No. 4786273
Class 42 specimen



Gift MATCH™ 

A Place for Everything even your Data Storage Needs

With GiftMatch™ you have all the space you need.

It's Our *Gift* To You!

Contact us today to see how we can help:
GiftMatch12@gmail.com

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Reg. No. 4818309
Class 42 specimen



With RegistryMatch™ storing your data has never been easier.



Control over your data

Unlimited Storage

Safe and Protected

Convenient Access

Data at your fingertips

And MORE...

Reach out to us today to see how we can help:
RegistryMatch@gmail.com

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Reg. No. 4841752
Class 42 specimen

VOICEKODE™

CHECK OUT VOICEKODE™ TO EASILY
LOCATE JOBS OF YOUR INTEREST



LOCATION



KEYWORD



SEARCH JOBS



Education
Insurance
Sales
Culinary
Real Estate
Accounting
Retail
Business
Public Relations
Human Resources
Marketing
Engineering
Publishing
Media
IT
Legal
Broadcasting
Hospitality
And so much more...

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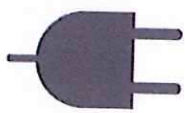
Reg. No. 4637873
Class 42 specimen

OfferMatch™

Get Organized Today



OfferMatch™ Is a simple and effective way to get all your "STUFF" into ONE place. Which will save you time and the hassle of organizing and digitizing your documents when we can do it for you!



Plus ... Stay Connected with your Favorite Businesses and Stores:

- With information at your fingertips when you need it.
- Share them and give them your feedback



Contact OfferMatch15@gmail.com

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Reg. No. 4786286
Class 42 specimen

ExpenseMatch™

MARKET FOR SUCCESS!

**MARKETING YOUR PRODUCTS AND SERVICES HAS NEVER BEEN
MORE IMPORTANT.**

LET EXPENSEMATCH™ HELP YOU GET THERE!

**LET US CREATE AN AD FOR YOUR BUSINESS THAT GETS YOU NOTICED
AND ENGAGES YOUR TARGET AUDIENCE!**

CONTACT US TODAY:

ExpenseMatch12@gmail.com

**Email us the following information to learn more about
what our advertising services can do for you!**

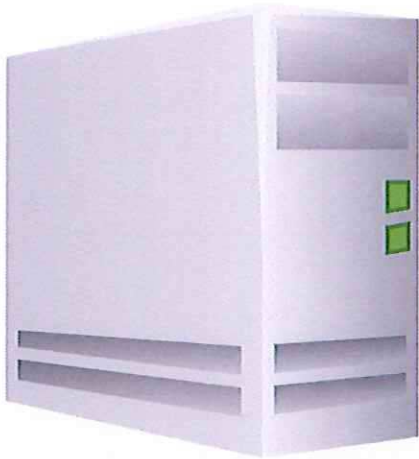
**First & Last Name
Email
Company Name**

**Monthly Marketing Budget
Decision Time Frame
Company Description**

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Reg. No. 4752396
Class 35 specimen

ExpenseMatch™



Let us help
you with
your Storage
needs!

Stay organized and on track with
ExpenseMatch™

Email us today to get started:
ExpenseMatch12@gmail.com

Reg. No. 4752396
Class 42 specimen

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We have the Right Solution for you!

**Let us host your software on our
dedicated servers.**

**For more information on
SaleMatch™ contact us at:**



SaleMatch12@gmail.com

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Reg. No. 4752399

Class 42 specimen

REBATEMATCH™



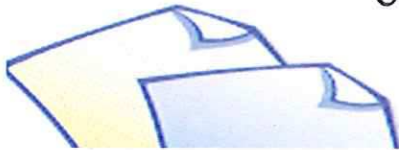
A Place for all your Data Storage Needs

When it comes to storing your data, Rebatematch™ does it best.

Secure. Reliable. Accessible.

Contact us today to see how we can help:

RebateMatch@gmail.com



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Reg. No. 4818338
Class 42 specimen



CREDITMATCH™

AT **NXTBIGTHING**

PURCHASE A **THREE** MONTH DESK MEMBERSHIP AND RECEIVE

A COMPLIMENTARY SWEATSHIRT



LIMITED TIME ONLY!
FEBRUARY 3RD -7TH

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Reg. No. 4639361
Class 35 specimen

ReceiptMatch™

ReceiptMatch™ Allows you to easily access, store and manage Receipts, Coupons, Loyalty, Rewards, Rebates/Warranties, Returns, Credits and Bills in **ONE** central online location.



NEW

Try our latest Product Offerings...

CreditMatch™ & ReturnMatch™

For Quick and Effortless tracking of monies owed back in your wallet!

We now allow customers to send in their credit and return receipts to be synced to their online accounts.

Currently we only offer a **Mail-in Receipt Service** so that we can scan your receipts into your online account.



© Copyright 2007-2013

Reg. No. 4639361
Class 42 specimen

RETURNMATCH™ ADVERTISE WITH US!



We customize ways to best reach your Target Market by advertising services your company offers and products your company sells.



WE CREATE AND PROMOTE YOUR AD FOR YOUR BUSINESS SO THAT YOU CAN START ENGAGING YOUR TARGET AUDIENCE TODAY!

CONTACT US TODAY:

If you would like to know more about our Advertising Services Please email the following information to:

✉ ReturnMatch12@gmail.com

- | | |
|---------------------|----------------------------|
| ✉ First & Last Name | ✉ Monthly Marketing Budget |
| ✉ Email | ✉ Decision Time Frame |
| ✉ Company Name | ✉ Company Description |

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Reg. No. 4639362
Class 35/42 specimens



RETURNMATCH™

AT **NXTBIGTHING**

**WHEN YOU BRING IN YOUR OLD TEXTBOOKS TO BE RECYCLED,
WE WILL GIVE YOU OUR**



TO STARTING YOUR OWN BUSINESS

LIMITED TIME ONLY!

APRIL 11TH -13TH

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Reg. No. 4639362
Class 35/42 specimens

ReceiptMatch™

ReceiptMatch™ is a mobile app and web application, which allows you to easily access, store and manage Receipts, Coupons, Loyalty, Rewards, Rebates/Warranties, Returns, Credits and Bills in **ONE** central online location.

NEW

Try our latest Product Offerings...

CreditMatch™ & ReturnMatch™

For Quick and Effortless tracking of monies owed back in your wallet!

We now allow customers to send in their credit and return receipts to be synced to their online accounts.

Currently we only offer a **Mail-in Receipt Service** so that we can scan your receipts into your online account.



© Copyright 2011-2013

Reg. No. 4639362
Class 35/42 specimens

Smart Folder Scope: All Folders "Inbox" Trash

Vendor: Lowe's
 Date: Wed Nov 09 2011
 Amount: \$1.58
 Sales Tax:
 Payment Type: Cash
 Category: General Retail
 Tax Category: Non-deductible
 Reimbursable:
 Paid:

Notes

Date	Vendor	Category	Amount
Thu Dec 27	Moe's Southwest Grill	Meals/Fosta	\$25.41
Tue Dec 18	Walmart	General Retail	\$2.62
Wed Nov 28	Taco Bell	Meals/Fosta	\$17.25
Thu Feb 02	McDonald's	Meals/Fosta	\$5.70
Fri Dec 23	Starbucks	Meals/Fosta	\$20.00
Fri Nov 18	Conrad's	Grocery Store	\$9.60
Tue Nov 15	Panera Bread	Meals/Fosta	\$34.79
Wed Nov 09	Lowe's	General Retail	\$1.58

8 Receipts, 8 pages
 Amount \$116.95
 Sales Tax \$6.19

Reg. No. 4639362
 Class 35/42 specimens

Inbox

- Cabinet
- RECEIPTMATCH™
- CREDITMATCH™
- RETURNMATCH™
- Auto & Transportation
- Bills & Utilities
- Business Services
- Entertainment
- Food & Dining
- Document
- Health & Fitness
- Home
- Pets
- Travel
- Banking
- Education
- Gifts & Donations
- Trash
- New Folder

On My Mac


Smart Folders

- RECEIPTMATCH™
- CREDITMATCH™
- RETURNMATCH™

8 Receipts, 8 pages
 Amount \$116.95
 Sales Tax \$6.19

Smart Folder Scope: All Folders "Inbox" Trash Save

Vendor: Lowe's
 Date: Wed Nov 09 2011
 Amount: \$1.58
 Sales Tax:
 Payment Type: Cash
 Category: General Retail
 Tax Category: Non-deductible
 Reimbursable:
 Paid:



Notes

Date	Vendor	Category	Amount
Thu Dec 27 ...	Moe's Southwest Grill	Meals/Resta...	\$26.41
Tue Dec 18 ...	Walmart	General Retail	\$2.62
Wed Nov 28 ...	Taco Bell	Meals/Resta...	\$17.25
Thu Feb 02 ...	McDonalds	Meals/Resta...	\$6.79
Fri Dec 23 2 ...	Starbucks	Meals/Resta...	\$20.00
Fri Nov 18 2 ...	Groceries	Grocery Store	\$9.60
Tue Nov 15 ...	Panera Bread	Meals/Resta...	\$24.79
Wed Nov 09 ...	Lowe's	General Retail	\$1.58


Reg. No. 4639362
 Class 35/42 specimens

RECEIPTMATCH™

Color | Normal | Auto | Import | New | Delete | Edit | Email | Sync | View | Browse | Table | Type here to search | Search | Save

Smart Folder Scope: All Folders | **Inbox** | Trash | Receipt

Vendor: Moe's Southwest Grill
 Date: Thu Dec 27 2012
 Amount: \$25.41
 Sales Tax: \$1.44
 Payment Type: Cash
 Category: Meals/Restaurant
 Tax Category: Non-deductible
 Reimbursable:
 Paid:

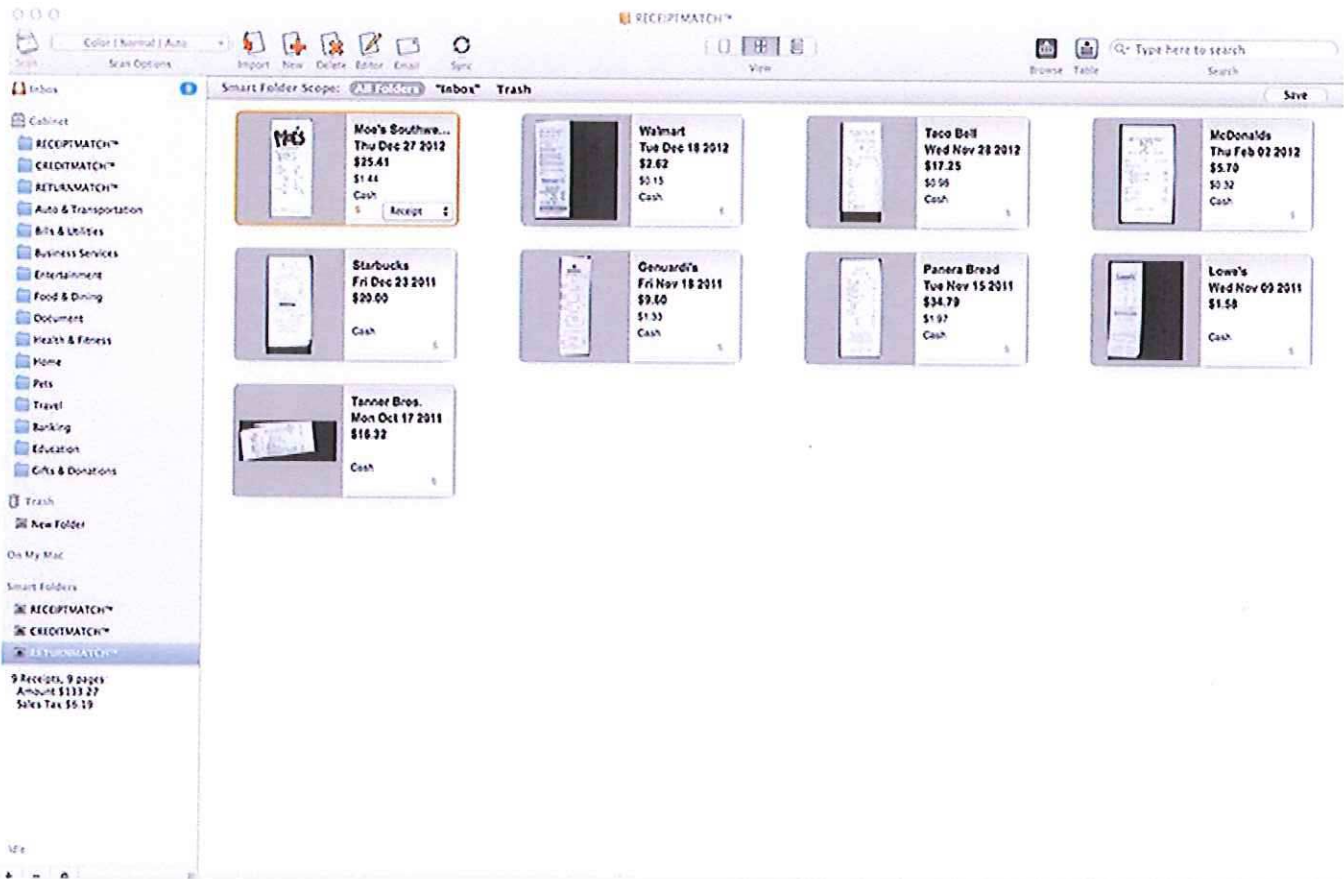


Notes

Date	Vendor	Category	Amount
Thu Dec 27...	Moe's Southwest Grill	Meals/Resta...	\$25.41
Tue Dec 18...	Walmart	General Retail	\$2.62
Wed Nov 28...	Taco Bell	Meals/Resta...	\$17.25
Thu Feb 02...	McDonalds	Meals/Resta...	\$5.72
Fri Dec 23 2...	Starbucks	Meals/Resta...	\$20.00
Fri Nov 18 2...	Conard's	Grocery Store	\$0.00
Tue Nov 15...	Panera Bread	Meals/Resta...	\$24.79
Wed Nov 09...	Low's	General Retail	\$1.58
Mon Oct 17...	Tanner Box	General Retail	\$18.32

9 Receipts, 9 pages
 Amount \$113.27
 Sales Tax \$6.19

Reg. No. 4639362
 Class 35/42 specimens



Reg. No. 4639362
Class 35/42 specimens

RECEIPTMATCH™

Color | Normal | Auto

Scan Options Import New Delete Edit Email Sync

View

Browser Table

Type here to search

Search

Report Template: Expense Report Report Options...

Restrict to dates from 10/17/2011 to 12/27/2012 Only Include Selected Items

#	Date	Vendor	Category	Amount
1	Thu Dec 27 2012	Meat Market DB	Meat/Food/Dr	\$14.11
2	Tue Dec 11 2012	Wal-Mart	General Retail	\$2.62
3	Wed Nov 28 2012	Taco Bell	Meat/Food/Dr	\$17.25
4	Thu Oct 18 2012	McDonald's	Meat/Food/Dr	\$5.70
5	Fri Mar 23 2011	Starbucks	Meat/Food/Dr	\$20.00
6	Fri Nov 16 2011	Grocery Store	Grocery Store	\$9.60
7	Tue Nov 15 2011	Parsons Bread	Meat/Food/Dr	\$24.79
8	Wed Nov 09 2011	Lowe's	General Retail	\$1.58
9	Mon Oct 17 2011	Tanner Bros	General Retail	\$16.32

Date	Vendor	Category	Amount
Thu Dec 27	Meat's Southwest Grill	Meat/Food/Dr	\$25.41
Tue Dec 18	Wal-Mart	General Retail	\$2.62
Wed Nov 28	Taco Bell	Meat/Food/Dr	\$17.25
Thu Feb 02	McDonald's	Meat/Food/Dr	\$5.70
Fri Dec 29 2	Starbucks	Meat/Food/Dr	\$20.00
Fri Nov 18 2	Grocery's	Grocery Store	\$9.60
Tue Nov 15	Parsons Bread	Meat/Food/Dr	\$24.79
Wed Nov 09	Lowe's	General Retail	\$1.58
Mon Oct 17	Tanner Bros	General Retail	\$16.32

9 Receipts, 9 pages
Amount \$133.27
Sales Tax \$5.19

Reg. No. 4639362
Class 35/42 specimens



We customize ways to best reach your Target Market by advertising services your company offers and products your company sells.

**ADVERTISING YOUR BRAND IS
OUR SPECIALTY!**

**LET US CREATE AND PROMOTE
YOUR AD FOR YOUR BUSINESS SO
THAT YOU CAN START ENGAGING
YOUR TARGET AUDIENCE TODAY!**



EMAIL US TODAY!

To learn more about our Advertising Services
ReceiptJumper@gmail.com

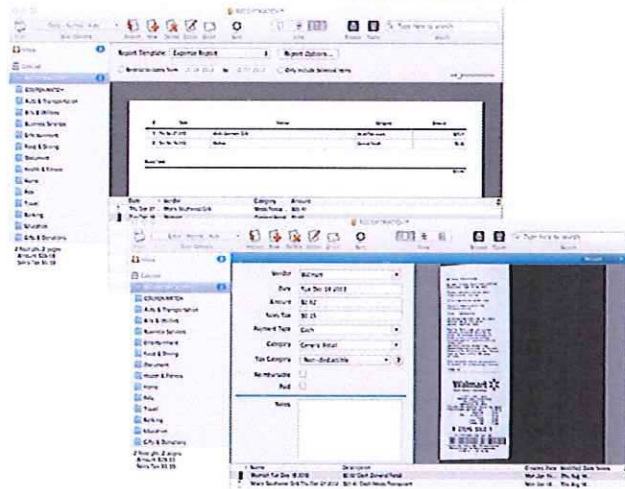
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Reg. No. 4730206
Class 35 specimen

RECEIPTMATCH™



HOSTED BY **RECEIPTJUMPER™**



RECEIPTMATCH™ IS FOR THE
CONSUMER WHO IS LOOKING TO
STREAMLINE THEIR EXPENSE
MANAGEMENT.

RECEIPTS JUST GOT EASIER!

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Reg. No. 4730206
Class 42 specimen

RECEIPTJUMPER™

Color | Normal | Auto

Scan Options Import New Delete Editor Email Sync View Browse Table Search

Inbox 8 Receipt

Cabinet

- RECEIPTBOT™
- Auto & Transportation
- Bills & Utilities
- Business Services
- Entertainment
- Food & Dining
- Document
- Health & Fitness
- Home
- Pets
- Travel
- Banking
- Education
- Gifts & Donations

8 Receipts, 8 pages:
Amount \$116.95
Sales Tax \$6.19

Idle

Vendor: Taco Bell
Date: Wed Nov 28 2012
Amount: \$17.25
Sales Tax: \$0.98
Payment Type: Cash
Category: Meals/Restaurant

Name	Description	Notes
McDonalds Thu Feb 02 2012	\$5.70 Cash Meals/Restaurant	
Moo's Southwest Grill Thu Dec 27 2012	\$25.41 Cash Meals/Restaurant	
Walmart Tue Dec 18 2012	\$2.62 Cash General Retail	
Taco Bell Wed Nov 28 2012	\$17.25 Cash Meals/Restaurant	
Lowe's Wed Nov 09 2011	\$1.58 Cash General Retail	
Starbucks Fri Dec 23 2011	\$20.00 Cash Meals/Restaurant	
Genard's Fri Nov 18 2011	\$9.60 Cash Grocery Store	
Panera Bread Tue Nov 15 2011	\$34.79 Cash Meals/Restaurant	

Reg. No. 4730206
Class 42 specimen



**ADVERTISE
to MILLIONS!!!**

**We Create and Customize ways to best reach
your Target Audience by advertising services
your company offers and products your
company sells.**

CONTACT US @ ReceiptBot@gmail.com

Supply us with the following information if you would like to learn more
about our Advertising Services:

- ✈ First & Last Name
- ✈ Best Email to reach you
- ✈ Company Name
- ✈ Monthly Marketing Budget
- ✈ Decision Time Frame
- ✈ Company Description

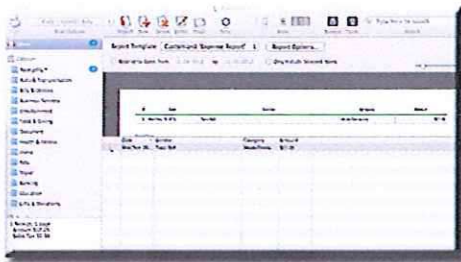
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Reg. No. 4730207
Class 35 specimen

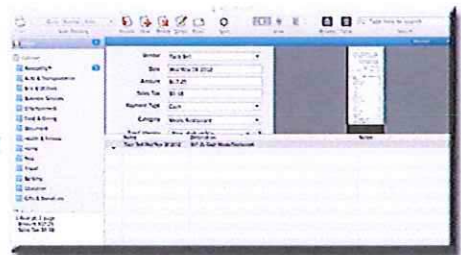
RECEIPTFLY™

DIGITIZE YOUR PURCHASES!

RECEIPTFLY™ ALLOWS YOU TO EASILY ACCESS, STORE AND MANAGE RECEIPTS, COUPONS, LOYALTY, REWARDS, RETURNS, REBATES/WARRANTIES AND BILLS IN ONE CENTRAL ONLINE LOCATION.



HOSTED BY
RECEIPTBOT™



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Reg. No. 4730207
Class 42 specimen

RECEIPTJUMPER™

Color | Normal | Auto

Scan Options Import New Delete Editor Email Sync View Browse Table Search

Inbox

Cabinet

- RECEIPTBOT™
- Auto & Transportation
- Bills & Utilities
- Business Services
- Entertainment
- Food & Dining
- Document
- Health & Fitness
- Home
- Pets
- Travel
- Banking
- Education
- Gifts & Donations

8 Receipts, 8 pages:
Amount \$116.95
Sales Tax \$6.19

Idle

Vendor: Taco Bell

Date: Wed Nov 28 2012

Amount: \$17.25

Sales Tax: \$0.98

Payment Type: Cash

Category: Meals/Restaurant

Name	Description	Notes
McDonalds Thu Feb 02 2012	\$5.70 Cash Meals/Restaurant	
Moo's Southwest Grill Thu Dec 27 2012	\$25.41 Cash Meals/Restaurant	
Walmart Tue Dec 18 2012	\$2.62 Cash General Retail	
Taco Bell Wed Nov 28 2012	\$17.25 Cash Meals/Restaurant	
Lowe's Wed Nov 09 2011	\$1.58 Cash General Retail	
Starbucks Fri Dec 23 2011	\$20.00 Cash Meals/Restaurant	
Genuard's Fri Nov 18 2011	\$9.60 Cash Grocery Store	
Panera Bread Tue Nov 15 2011	\$34.79 Cash Meals/Restaurant	

Reg. No. 4730207
Class 42 specimen

RECEIPT GUARD™



BUILDING YOUR BRAND WITH RECEIPTGUARD™ IS JUST WHAT YOUR BUSINESS NEEDS!

IN FAST, EASY AND CREATIVE WAYS WE CAN GET YOUR BRAND NOTICED.



Attractive advertising discounts, coupons and rebates.



Allow your customers to view hours and company information.



Customized ads and campaign ideas from professionals.

CONTACT US WITH YOUR COMPANY INFORMATION: RECEIPTGUARD@GMAIL.COM

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Class 35 specimen



ALL YOU NEED IN ONE PLACE!

**REGISTRYMATCH™ IS THE BEST WAY TO MANAGE YOUR DOCUMENTS
WHILE KEEPING TRACK OF YOUR SPENDING AND ORGANIZING YOUR
PURCHASES IN ONE PLACE.**



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Reg. No. 4945316
Class 42 specimen

BILLHERO™

ADVERTISE WITH US!

WE CREATE AND TAILOR ADS TO FIT YOUR BUSINESS NEEDS AND WANTS, MAKING SURE YOU GET THE VERY MOST OUT OF YOUR AUDIENCE!

▶ **BILLHERO™ CAN ENSURE THAT YOUR MESSAGE IS REACHING YOUR TARGET AUDIENCE AND GETTING YOU THE RESULTS YOUR COMPANY WANTS.**

▶ **WE CAN DISPLAY NAME, LOGO AND CONTACT INFO, AS WELL AS ASSISTING YOU WITH IDEAS AND DESIGN.**

CONTACT US TODAY

BILLHERO14@GMAIL.COM

TO EXTEND YOUR REACH AND GET SEEN BY THE MASSES.

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Reg. No. 5093681

Class 35 specimen

VOICEKODE[®]

FIND YOUR TRUE PASSION!



VOICEKODE ALLOWS YOU TO EASILY SEARCH AND LOCATE JOBS OF YOUR INTEREST.

GET THE JOB YOU HAVE BEEN LOOKING FOR NOW!



HOSTED BY

BILLHERO[™]

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Reg. No. 5093681
Class 42 specimen

Exhibit 9

Search the WHOIS Database

Enter a domain name to search

Private Registration Local listings

WHOIS search results

Domain Name: **CLEANYOURKICKS.COM**
 Registry Domain ID: 1469704851_DOMAIN_COM-VRSN
 Registrar WHOIS Server: whois.godaddy.com
 Registrar URL: http://www.godaddy.com
 Update Date: 2017-01-06T11:59:08Z
 Creation Date: 2008-05-11T00:41:21Z
 Registrar Registration Expiration Date: 2018-01-06T04:59:59Z
 Registrar: GoDaddy.com, LLC
 Registrar IANA ID: 146
 Registrar Abuse Contact Email: abuse@godaddy.com
 Registrar Abuse Contact Phone: +1.4806242505
 Domain Status: clientTransferProhibited
<http://www.icann.org/epp#clientTransferProhibited>
 Domain Status: clientUpdateProhibited
<http://www.icann.org/epp#clientUpdateProhibited>
 Domain Status: clientRenewProhibited
<http://www.icann.org/epp#clientRenewProhibited>
 Domain Status: clientDeleteProhibited
<http://www.icann.org/epp#clientDeleteProhibited>
 Registry Registrant ID:
 Registrant Name: **Chad Batterman**
 Registrant Organization:
 Registrant Street: P.O. Box 297
 Registrant City: Jamison
 Registrant State/Province: Pennsylvania
 Registrant Postal Code: 18929
 Registrant Country: US
 Registrant Phone: +1.6105870036
 Registrant Phone Ext:
 Registrant Fax:
 Registrant Fax Ext:
 Registrant Email: rolexcdb@aol.com
 Registry Admin ID:

Want to buy this domain?
Get it with our Domain Buy Service.

Is this your domain?
Add hosting, email and more.

Admin Name: Chad Batterman
Admin Organization:
Admin Street: P.O. Box 297
Admin City: Jamison
Admin State/Province: Pennsylvania
Admin Postal Code: 18929
Admin Country: US
Admin Phone: +1.6105870036
Admin Phone Ext:
Admin Fax:
Admin Fax Ext:
Admin Email: rolexcdb@aol.com
Registry Tech ID:
Tech Name: Chad Batterman
Tech Organization:
Tech Street: P.O. Box 297
Tech City: Jamison
Tech State/Province: Pennsylvania
Tech Postal Code: 18929
Tech Country: US
Tech Phone: +1.6105870036
Tech Phone Ext:
Tech Fax:
Tech Fax Ext:
Tech Email: rolexcdb@aol.com
Name Server: NS13.DOMAINCONTROL.COM
Name Server: NS14.DOMAINCONTROL.COM
DNSSEC: unsigned
URL of the ICANN WHOIS Data Problem Reporting System:
<http://wdprs.internic.net/>
>>> Last update of WHOIS database: 2017-09-01T23:00:00Z
<<<

For more information on Whois status codes, please visit
<https://www.icann.org/resources/pages/epp-status-codes-2014-06-16-en>

The data contained in GoDaddy.com, LLC's WHOIS database, while believed by the company to be reliable, is provided "as is"

with no guarantee or warranties regarding its accuracy. This information is provided for the sole purpose of assisting you in obtaining information about domain name registration records.

Any use of this data for any other purpose is expressly forbidden without the prior written permission of GoDaddy.com, LLC. By submitting an inquiry, you agree to these terms of usage and limitations of warranty. In particular, you agree not to use this data to allow, enable, or otherwise make possible, dissemination or collection of this data, in part or in its entirety, for any purpose, such as the transmission of unsolicited advertising and

Search the WHOIS Database

Enter a domain name to search Search

Private Registration Local listings

WHOIS search results

Domain Name: MAIDFORKICKS.COM
 Registry Domain ID: 1773488615_DOMAIN_COM-VRSN
 Registrar WHOIS Server: whois.godaddy.com
 Registrar URL: http://www.godaddy.com
 Update Date: 2017-01-15T10:26:13Z
 Creation Date: 2013-01-14T23:30:01Z
 Registrar Registration Expiration Date: 2018-01-14T23:30:01Z
 Registrar: GoDaddy.com, LLC
 Registrar IANA ID: 146
 Registrar Abuse Contact Email: abuse@godaddy.com
 Registrar Abuse Contact Phone: +1.4806242505
 Domain Status: clientTransferProhibited
<http://www.icann.org/epp#clientTransferProhibited>
 Domain Status: clientUpdateProhibited
<http://www.icann.org/epp#clientUpdateProhibited>
 Domain Status: clientRenewProhibited
<http://www.icann.org/epp#clientRenewProhibited>
 Domain Status: clientDeleteProhibited
<http://www.icann.org/epp#clientDeleteProhibited>
 Registry Registrant ID:
 Registrant Name: Chad Batterman
 Registrant Organization:
 Registrant Street: P.O. Box 297
 Registrant City: Jamison
 Registrant State/Province: Pennsylvania
 Registrant Postal Code: 18929
 Registrant Country: US
 Registrant Phone: +1.6105870036
 Registrant Phone Ext:
 Registrant Fax:
 Registrant Fax Ext:
 Registrant Email: rolexcdb@aol.com
 Registry Admin ID:

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Admin Name: Chad Batterman
Admin Organization:
Admin Street: P.O. Box 297
Admin City: Jamison
Admin State/Province: Pennsylvania
Admin Postal Code: 18929
Admin Country: US
Admin Phone: +1.6105870036
Admin Phone Ext:
Admin Fax:
Admin Fax Ext:
Admin Email: rolexcdb@aol.com
Registry Tech ID:
Tech Name: Chad Batterman
Tech Organization:
Tech Street: P.O. Box 297
Tech City: Jamison
Tech State/Province: Pennsylvania
Tech Postal Code: 18929
Tech Country: US
Tech Phone: +1.6105870036
Tech Phone Ext:
Tech Fax:
Tech Fax Ext:
Tech Email: rolexcdb@aol.com
Name Server: NS03.DOMAINCONTROL.COM
Name Server: NS04.DOMAINCONTROL.COM
DNSSEC: unsigned
URL of the ICANN WHOIS Data Problem Reporting System:
<http://wdprs.internic.net/>
>>> Last update of WHOIS database: 2017-09-01T23:00:00Z
<<<

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Search the WHOIS Database

Enter a domain name to search Search

Private Registration Local listings

WHOIS search results

Domain Name: **NXTBIGTHING.COM**
 Registry Domain ID: 1664431960_DOMAIN_COM-VRSN
 Registrar WHOIS Server: whois.godaddy.com
 Registrar URL: http://www.godaddy.com
 Update Date: 2017-06-09T02:17:18Z
 Creation Date: **2011-06-29T18:28:14Z**
 Registrar Registration Expiration Date: 2016-06-29T18:28:14Z
 Registrar: GoDaddy.com, LLC
 Registrar IANA ID: 146
 Registrar Abuse Contact Email: abuse@godaddy.com
 Registrar Abuse Contact Phone: +1.4806242505
 Domain Status: clientTransferProhibited
<http://www.icann.org/epp#clientTransferProhibited>
 Domain Status: clientUpdateProhibited
<http://www.icann.org/epp#clientUpdateProhibited>
 Domain Status: clientRenewProhibited
<http://www.icann.org/epp#clientRenewProhibited>
 Domain Status: clientDeleteProhibited
<http://www.icann.org/epp#clientDeleteProhibited>
 Registry Registrant ID:
 Registrant Name: Registration Private
 Registrant Organization: Domains By Proxy, LLC
 Registrant Street: DomainsByProxy.com
 Registrant Street: 14455 N. Hayden Road
 Registrant City: Scottsdale
 Registrant State/Province: Arizona
 Registrant Postal Code: 85260
 Registrant Country: US
 Registrant Phone: +1.4806242599
 Registrant Phone Ext:
 Registrant Fax: +1.4806242598
 Registrant Fax Ext:
 Registrant Email: NXTBIGTHING.COM@domainsbyproxy.com

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Registry Admin ID:
Admin Name: Registration Private
Admin Organization: Domains By Proxy, LLC
Admin Street: DomainsByProxy.com
Admin Street: 14455 N. Hayden Road
Admin City: Scottsdale
Admin State/Province: Arizona
Admin Postal Code: 85260
Admin Country: US
Admin Phone: +1.4806242599
Admin Phone Ext:
Admin Fax: +1.4806242598
Admin Fax Ext:
Admin Email: NXTBIGTHING.COM@domainsbyproxy.com
Registry Tech ID:
Tech Name: Registration Private
Tech Organization: Domains By Proxy, LLC
Tech Street: DomainsByProxy.com
Tech Street: 14455 N. Hayden Road
Tech City: Scottsdale
Tech State/Province: Arizona
Tech Postal Code: 85260
Tech Country: US
Tech Phone: +1.4806242599
Tech Phone Ext:
Tech Fax: +1.4806242598
Tech Fax Ext:
Tech Email: NXTBIGTHING.COM@domainsbyproxy.com
Name Server: NS77.DOMAINCONTROL.COM
Name Server: NS78.DOMAINCONTROL.COM
DNSSEC: unsigned
URL of the ICANN WHOIS Data Problem Reporting System:
<http://wdprs.internic.net/>
>>> Last update of WHOIS database: 2017-09-05T17:00:00Z
<<<

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Enter a domain name to search

Private Registration Local listings

WHOIS search results

Domain Name: REBATEMATCH.COM
 Registry Domain ID: T779927203_DOMAIN_COM-VRSN
 Registrar WHOIS Server: whois.godaddy.com
 Registrar URL: http://www.godaddy.com
 Update Date: 2017-02-13T13:41:20Z
 Creation Date: 2013-02-12T17:04:10Z
 Registrar Registration Expiration Date: 2018-02-12T17:04:10Z
 Registrar: GoDaddy.com, LLC
 Registrar IANA ID: 146
 Registrar Abuse Contact Email: abuse@godaddy.com
 Registrar Abuse Contact Phone: +1.4806242505
 Domain Status: clientTransferProhibited
<http://www.icann.org/epp#clientTransferProhibited>
 Domain Status: clientUpdateProhibited
<http://www.icann.org/epp#clientUpdateProhibited>
 Domain Status: clientRenewProhibited
<http://www.icann.org/epp#clientRenewProhibited>
 Domain Status: clientDeleteProhibited
<http://www.icann.org/epp#clientDeleteProhibited>
 Registry Registrant ID:
 Registrant Name: Chad Batterman
 Registrant Organization:
 Registrant Street: P.O. Box 297
 Registrant City: Jamison
 Registrant State/Province: Pennsylvania
 Registrant Postal Code: 18929
 Registrant Country: US
 Registrant Phone: +1.6105870036
 Registrant Phone Ext:
 Registrant Fax:
 Registrant Fax Ext:
 Registrant Email: rolexcdb@aol.com
 Registry Admin ID:

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Admin Name: Chad Batterman
Admin Organization:
Admin Street: P.O. Box 297
Admin City: Jamison
Admin State/Province: Pennsylvania
Admin Postal Code: 18929
Admin Country: US
Admin Phone: +1.6105870036
Admin Phone Ext:
Admin Fax:
Admin Fax Ext:
Admin Email: rolexcdb@aol.com
Registry Tech ID:
Tech Name: Chad Batterman
Tech Organization:
Tech Street: P.O. Box 297
Tech City: Jamison
Tech State/Province: Pennsylvania
Tech Postal Code: 18929
Tech Country: US
Tech Phone: +1.6105870036
Tech Phone Ext:
Tech Fax:
Tech Fax Ext:
Tech Email: rolexcdb@aol.com
Name Server: NS27.DOMAINCONTROL.COM
Name Server: NS28.DOMAINCONTROL.COM
DNSSEC: unsigned
URL of the ICANN WHOIS Data Problem Reporting System:
<http://wdprs.internic.net/>
>>> Last update of WHOIS database: 2017-09-01T23:00:00Z
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Private Registration Local listings

WHOIS search results

Domain Name: RECEIPTFLY.COM
 Registry Domain ID: 1692525774_DOMAIN_COM-VRSN
 Registrar WHOIS Server: whois.godaddy.com
 Registrar URL: http://www.godaddy.com
 Update Date: 2016-12-17T14:56:01Z
 Creation Date: 2011-12-17T01:55:17Z
 Registrar Registration Expiration Date: 2017-12-17T01:55:17Z
 Registrar: GoDaddy.com, LLC
 Registrar IANA ID: 146
 Registrar Abuse Contact Email: abuse@godaddy.com
 Registrar Abuse Contact Phone: +1.4806242505
 Domain Status: clientTransferProhibited
<http://www.icann.org/epp#clientTransferProhibited>
 Domain Status: clientUpdateProhibited
<http://www.icann.org/epp#clientUpdateProhibited>
 Domain Status: clientRenewProhibited
<http://www.icann.org/epp#clientRenewProhibited>
 Domain Status: clientDeleteProhibited
<http://www.icann.org/epp#clientDeleteProhibited>
 Registry Registrar ID:
 Registrant Name: Chad Batterman
 Registrant Organization:
 Registrant Street: P.O. Box 297
 Registrant City: Jamison
 Registrant State/Province: Pennsylvania
 Registrant Postal Code: 18929
 Registrant Country: US
 Registrant Phone: 610-587-0036
 Registrant Phone Ext:
 Registrant Fax:
 Registrant Fax Ext:
 Registrant Email: rolexcdb@aol.com
 Registry Admin ID:

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Admin Organization:
Admin Street: P.O. Box 297
Admin City: Jamison
Admin State/Province: Pennsylvania
Admin Postal Code: 18929
Admin Country: US
Admin Phone: 610-587-0036
Admin Phone Ext:
Admin Fax:
Admin Fax Ext:
Admin Email: rolexcdb@aol.com
Registry Tech ID:
Tech Name: Chad Batterman
Tech Organization:
Tech Street: P.O. Box 297
Tech City: Jamison
Tech State/Province: Pennsylvania
Tech Postal Code: 18929
Tech Country: US
Tech Phone: 610-587-0036
Tech Phone Ext:
Tech Fax:
Tech Fax Ext:
Tech Email: rolexcdb@aol.com
Name Server: NS65.DOMAINCONTROL.COM
Name Server: NS66.DOMAINCONTROL.COM
DNSSEC: unsigned
URL of the ICANN WHOIS Data Problem Reporting System:
<http://wdprs.internic.net/>
>>> Last update of WHOIS database: 2017-09-01T23:00:00Z
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Enter a domain name to search

[Private Registration](#) [Local listings](#)

WHOIS search results

Domain Name: REGISTRYMATCH.COM
 Registry Domain ID: 1739319529_DOMAIN_COM-VRSN
 Registrar WHOIS Server: whois.godaddy.com
 Registrar URL: http://www.godaddy.com
 Update Date: 2017-08-24T03:24:04Z
 Creation Date: 2012-08-17T03:23:59Z
 Registrar Registration Expiration Date: 2018-08-17T03:23:59Z
 Registrar: GoDaddy.com, LLC
 Registrar IANA ID: 146
 Registrar Abuse Contact Email: abuse@godaddy.com
 Registrar Abuse Contact Phone: +1.4806242505
 Domain Status: clientTransferProhibited
<http://www.icann.org/epp#clientTransferProhibited>
 Domain Status: clientUpdateProhibited
<http://www.icann.org/epp#clientUpdateProhibited>
 Domain Status: clientRenewProhibited
<http://www.icann.org/epp#clientRenewProhibited>
 Domain Status: clientDeleteProhibited
<http://www.icann.org/epp#clientDeleteProhibited>
 Registry Registrar ID:
 Registrant Name: Chad Batterman
 Registrant Organization:
 Registrant Street: P.O. Box 297
 Registrant City: Jamison
 Registrant State/Province: Pennsylvania
 Registrant Postal Code: 18929
 Registrant Country: US
 Registrant Phone: +1.6105870036
 Registrant Phone Ext:
 Registrant Fax:
 Registrant Fax Ext:
 Registrant Email: rolexcdb@aol.com
 Registry Admin ID:

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Admin Street: P.O. Box 297
Admin City: Jamison
Admin State/Province: Pennsylvania
Admin Postal Code: 18929
Admin Country: US
Admin Phone: +1.6105870036
Admin Phone Ext:
Admin Fax:
Admin Fax Ext:
Admin Email: rolexcdb@aol.com
Registry Tech ID:
Tech Name: Chad Batterman
Tech Organization:
Tech Street: P.O. Box 297
Tech City: Jamison
Tech State/Province: Pennsylvania
Tech Postal Code: 18929
Tech Country: US
Tech Phone: +1.6105870036
Tech Phone Ext:
Tech Fax:
Tech Fax Ext:
Tech Email: rolexcdb@aol.com
Name Server: NS19.DOMAINCONTROL.COM
Name Server: NS20.DOMAINCONTROL.COM
DNSSEC: unsigned
URL of the ICANN WHOIS Data Problem Reporting System:
<http://wdprs.internic.net/>
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Private Registration Local listings

WHOIS search results

Domain Name: RETREATMATCH.COM
 Registry Domain ID: 1842486110_DOMAIN_COM-VRSN
 Registrar WHOIS Server: whois.godaddy.com
 Registrar URL: http://www.godaddy.com
 Update Date: 2017-01-13T10:38:20Z
 Creation Date: 2014-01-12T15:13:55Z
 Registrar Registration Expiration Date: 2018-01-12T15:13:55Z
 Registrar: GoDaddy.com, LLC
 Registrar IANA ID: 146
 Registrar Abuse Contact Email: abuse@godaddy.com
 Registrar Abuse Contact Phone: +1.4806242505
 Domain Status: clientTransferProhibited
<http://www.icann.org/epp#clientTransferProhibited>
 Domain Status: clientUpdateProhibited
<http://www.icann.org/epp#clientUpdateProhibited>
 Domain Status: clientRenewProhibited
<http://www.icann.org/epp#clientRenewProhibited>
 Domain Status: clientDeleteProhibited
<http://www.icann.org/epp#clientDeleteProhibited>
 Registry Registrant ID:
 Registrant Name: Chad Batterman
 Registrant Organization:
 Registrant Street: P.O. Box 297
 Registrant City: Jamison
 Registrant State/Province: Pennsylvania
 Registrant Postal Code: 18929
 Registrant Country: US
 Registrant Phone: +1.6105870036
 Registrant Phone Ext:
 Registrant Fax:
 Registrant Fax Ext:
 Registrant Email: rolexcdb@aol.com
 Registry Admin ID:

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Admin Street: P.O. Box 297
Admin City: Jamison
Admin State/Province: Pennsylvania
Admin Postal Code: 18929
Admin Country: US
Admin Phone: +1.6105870036
Admin Phone Ext:
Admin Fax:
Admin Fax Ext:
Admin Email: rolexcdb@aol.com
Registry Tech ID:
Tech Name: Chad Batterman
Tech Organization:
Tech Street: P.O. Box 297
Tech City: Jamison
Tech State/Province: Pennsylvania
Tech Postal Code: 18929
Tech Country: US
Tech Phone: +1.6105870036
Tech Phone Ext:
Tech Fax:
Tech Fax Ext:
Tech Email: rolexcdb@aol.com
Name Server: NS05.DOMAINCONTROL.COM
Name Server: NS06.DOMAINCONTROL.COM
DNSSEC: unsigned
URL of the ICANN WHOIS Data Problem Reporting System:
<http://wdprs.internic.net/>
>>> Last update of WHOIS database: 2017-09-01T23:00:00Z
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Enter a domain name to search

[Private Registration](#) [Local listings](#)

WHOIS search results

Domain Name: REWARDMATCH.COM
 Registry Domain ID: T748279345_DOMAIN_COM-VRSN
 Registrar WHOIS Server: whois.godaddy.com
 Registrar URL: http://www.godaddy.com
 Update Date: 2016-09-28T11:05:00Z
 Creation Date: 2012-09-27T23:33:36Z
 Registrar Registration Expiration Date: 2017-09-27T23:33:36Z
 Registrar: GoDaddy.com, LLC
 Registrar IANA ID: 146
 Registrar Abuse Contact Email: abuse@godaddy.com
 Registrar Abuse Contact Phone: +1.4806242505
 Domain Status: clientTransferProhibited
<http://www.icann.org/epp#clientTransferProhibited>
 Domain Status: clientUpdateProhibited
<http://www.icann.org/epp#clientUpdateProhibited>
 Domain Status: clientRenewProhibited
<http://www.icann.org/epp#clientRenewProhibited>
 Domain Status: clientDeleteProhibited
<http://www.icann.org/epp#clientDeleteProhibited>
 Registry Registrant ID:
 Registrant Name: Chad Batterman
 Registrant Organization:
 Registrant Street: P.O. Box 297
 Registrant City: Jamison
 Registrant State/Province: Pennsylvania
 Registrant Postal Code: 18929
 Registrant Country: US
 Registrant Phone: +1.6105870036
 Registrant Phone Ext:
 Registrant Fax:
 Registrant Fax Ext:
 Registrant Email: rolexcdb@aol.com
 Registry Admin ID:

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Admin Organization:
Admin Street: P.O. Box 297
Admin City: Jamison
Admin State/Province: Pennsylvania
Admin Postal Code: 18929
Admin Country: US
Admin Phone: +1.6105870036
Admin Phone Ext:
Admin Fax:
Admin Fax Ext:
Admin Email: rolexcdb@aol.com
Registry Tech ID:
Tech Name: Chad Batterman
Tech Organization:
Tech Street: P.O. Box 297
Tech City: Jamison
Tech State/Province: Pennsylvania
Tech Postal Code: 18929
Tech Country: US
Tech Phone: +1.6105870036
Tech Phone Ext:
Tech Fax:
Tech Fax Ext:
Tech Email: rolexcdb@aol.com
Name Server: NS21.DOMAINCONTROL.COM
Name Server: NS22.DOMAINCONTROL.COM
DNSSEC: unsigned
URL of the ICANN WHOIS Data Problem Reporting System:
<http://wdprs.internic.net/>
>>> Last update of WHOIS database: 2017-09-01T23:00:00Z
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[Private Registration](#) [Local listings](#)

WHOIS search results

Domain Name: VOICEKODE.COM

Registry Domain ID: 1666402960_DOMAIN_COM-VRSN
 Registrar WHOIS Server: whois.godaddy.com
 Registrar URL: http://www.godaddy.com
 Update Date: 2016-11-10T15:11:30Z
 Creation Date: 2011-11-09T22:37:29Z
 Registrar Registration Expiration Date: 2017-11-09T22:37:29Z
 Registrar: GoDaddy.com, LLC
 Registrar IANA ID: 146
 Registrar Abuse Contact Email: abuse@godaddy.com
 Registrar Abuse Contact Phone: +1.4806242505
 Domain Status: clientTransferProhibited
<http://www.icann.org/epp#clientTransferProhibited>
 Domain Status: clientUpdateProhibited
<http://www.icann.org/epp#clientUpdateProhibited>
 Domain Status: clientRenewProhibited
<http://www.icann.org/epp#clientRenewProhibited>
 Domain Status: clientDeleteProhibited
<http://www.icann.org/epp#clientDeleteProhibited>
 Registry Registrant ID:

Registrant Name: Chad Batterman

Registrant Organization:
 Registrant Street: P.O. Box 297
 Registrant City: Jamison
 Registrant State/Province: Pennsylvania
 Registrant Postal Code: 18929
 Registrant Country: US
 Registrant Phone: +1.6105870036
 Registrant Phone Ext:
 Registrant Fax:
 Registrant Fax Ext:
 Registrant Email: rolexcdb@aol.com
 Registry Admin ID:

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Admin Country: US
Admin Phone: +1.6105870036
Admin Phone Ext:
Admin Fax:
Admin Fax Ext:
Admin Email: rolexcdb@aol.com
Registry Tech ID:
Tech Name: Chad Batterman
Tech Organization:
Tech Street: P.O. Box 297
Tech City: Jamison
Tech State/Province: Pennsylvania
Tech Postal Code: 18929
Tech Country: US
Tech Phone: +1.6105870036
Tech Phone Ext:
Tech Fax:
Tech Fax Ext:
Tech Email: rolexcdb@aol.com
Name Server: NS73.DOMAINCONTROL.COM
Name Server: NS74.DOMAINCONTROL.COM
DNSSEC: unsigned
URL of the ICANN WHOIS Data Problem Reporting System:
<http://wdprs.internic.net/>
>>> Last update of WHOIS database: 2017-09-01T23:00:00Z
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Exhibit 10

PTO Form 1478 (Rev 9/2006)
OMB No. 0651-0009 (Exp 12/31/2014)

Trademark/Service Mark Application, Principal Register

Serial Number: 85923595

Filing Date: 05/04/2013

The table below presents the data as entered.

Input Field	Entered
SERIAL NUMBER	85923595
MARK INFORMATION	
*MARK	EXPENSEMATCH
STANDARD CHARACTERS	YES
USPTO-GENERATED IMAGE	YES
LITERAL ELEMENT	EXPENSEMATCH
MARK STATEMENT	The mark consists of standard characters, without claim to any particular font, style, size, or color.
REGISTER	Principal
APPLICANT INFORMATION	
*OWNER OF MARK	Digital Receipts, LLC
*STREET	203 NE Front Street, Suite 101
*CITY	Milford
*STATE (Required for U.S. applicants)	Delaware
*COUNTRY	United States
*ZIP/POSTAL CODE (Required for U.S. applicants only)	19963
PHONE	215-650-7221
EMAIL ADDRESS	expensematch12@gmail.com
AUTHORIZED TO COMMUNICATE VIA EMAIL	Yes
LEGAL ENTITY INFORMATION	
TYPE	limited partnership
STATE/COUNTRY WHERE LEGALLY ORGANIZED	Delaware
GOODS AND/OR SERVICES AND BASIS INFORMATION	
INTERNATIONAL CLASS	035
	IC 009. US 021 023 026 036 038. G and S: SOFTWARE AND COMPUTER HARDWARE FOR PROVIDING AN ONLINE DATABASE AND A MOBILE APPLICATION FOR ANALYZING, DISPLAYING, INDEXING, MANAGING, ORGANIZING, SEARCHING, SHARING, STORING, SYNCHRONIZING, AND TRANSMITTING PERSONAL DOCUMENTS, NAMELY, AUTOMOBILE SALES AND LEASING DOCUMENTS, BANK STATEMENTS, PROMOTIONS, REBATES, DISCOUNTS, DEALS, STORE

<p>*IDENTIFICATION</p>	<p>REWARDS PROGRAM DOCUMENTS, COUPONS, CREDIT CARD RECEIPTS, FINANCIAL RECORDS, HOUSEHOLD BILLS, MEDICAL DOCUMENTS, REAL ESTATE SALES AND LEASING DOCUMENTS, RECEIPTS, AND UTILITY BILLS; ADVERTISING SERVICES, NAMELY, PROMOTING, ADVERTISING AND MARKETING THE GOODS OF OTHERS THROUGH ELECTRONIC COUPONING, PROMOTIONS, DISCOUNTS, DEALS, AND STORE REWARDS PROGRAM; PROMOTING, ADVERTISING, AND MARKETING THE GOODS OF OTHERS, NAMELY, ADMINISTRATION OF A PROGRAM FOR ENABLING PARTICIPANTS TO OBTAIN DISCOUNTS, REBATES, DEALS, AND INCENTIVE AWARDS ON PRODUCTS; ADMINISTRATION OF A CONSUMER LOYALTY PROGRAM TO PROMOTE THE GOODS OF OTHERS; ANALYZING MARKET RESEARCH DATA AND STATISTICS FOR THE PURPOSE OF MARKETING THE GOODS OF OTHERS THROUGH PERSONALIZED COUPONS, PROMOTIONS, DEALS, AND DISCOUNTS; HOSTING AND MAINTAINING AN ONLINE WEB SITE AND A MOBILE APPLICATION FOR ANALYZING, DISPLAYING, INDEXING, MANAGING, ORGANIZING, SEARCHING, SHARING, STORING, SYNCHRONIZING, AND TRANSMITTING PERSONAL ACCOUNT DOCUMENTS, NAMELY, AUTOMOBILE SALES AND LEASING DOCUMENTS, BANK STATEMENTS, COUPONS, FINANCIAL RECORDS, HOUSEHOLD BILLS, MEDICAL DOCUMENTS, LOYALTY CARDS PROGRAM DOCUMENTS AND SUBSCRIPTIONS, REAL ESTATE SALES AND LEASING DOCUMENTS, RECEIPTS, STORE REWARDS PROGRAM DOCUMENTS AND SUBSCRIPTIONS, TRAVEL REWARDS PROGRAM DOCUMENTS AND SUBSCRIPTIONS, AND UTILITY BILLS. HOSTING AND MAINTAINING AN ONLINE WEB SITE AND A MOBILE APPLICATION FOR REGISTERED USERS TO PARTICIPATE IN DISCUSSIONS, GET FEEDBACK FROM OTHER USERS, FORM VIRTUAL COMMUNITIES, ENGAGE IN SOCIAL NETWORKING, SHARE INFORMATION WITH OTHER USERS, RETAILERS AND SERVICE PROVIDERS, DISCUSS AND EVALUATE PRODUCTS, SERVICES, AND BUSINESSES, AND BROWSE STORE INFORMATION, RECEIPTS, LOYALTY, REWARDS, REBATES, COUPONS, DEALS, PROMOTIONS, AND DISCOUNTS</p>
<p>FILING BASIS</p>	<p>SECTION 1(b)</p>
<p>CORRESPONDENCE INFORMATION</p>	
<p>NAME</p>	<p>Digital Receipts, LLC</p>
<p>STREET</p>	<p>203 NE Front Street, Suite 101</p>
<p>CITY</p>	<p>Milford</p>
<p>STATE</p>	<p>Delaware</p>
<p>COUNTRY</p>	<p>United States</p>
<p>ZIP/POSTAL CODE</p>	<p>19963</p>
<p>PHONE</p>	<p>215-650-7221</p>
<p>EMAIL ADDRESS</p>	<p>expensematch12@gmail.com</p>

AUTHORIZED TO COMMUNICATE VIA EMAIL	Yes
FEE INFORMATION	
NUMBER OF CLASSES	1
FEE PER CLASS	325
*TOTAL FEE DUE	325
*TOTAL FEE PAID	325
SIGNATURE INFORMATION	
SIGNATURE	/Chad Batterman/
SIGNATORY'S NAME	/Chad Batterman/
SIGNATORY'S POSITION	Founder/CEO
DATE SIGNED	05/04/2013

Trademark/Service Mark Application, Principal Register

Serial Number: 85923595

Filing Date: 05/04/2013

To the Commissioner for Trademarks:

MARK: EXPENSEMATCH (Standard Characters, see [mark](#))

The literal element of the mark consists of EXPENSEMATCH.

The mark consists of standard characters, without claim to any particular font, style, size, or color.

The applicant, Digital Receipts, LLC, a limited partnership legally organized under the laws of Delaware, having an address of
203 NE Front Street, Suite 101
Milford, Delaware 19963
United States

requests registration of the trademark/service mark identified above in the United States Patent and Trademark Office on the Principal Register established by the Act of July 5, 1946 (15 U.S.C. Section 1051 et seq.), as amended, for the following:

International Class 035: IC 009. US 021 023 026 036 038. G and S: SOFTWARE AND COMPUTER HARDWARE FOR PROVIDING AN ONLINE DATABASE AND A MOBILE APPLICATION FOR ANALYZING, DISPLAYING, INDEXING, MANAGING, ORGANIZING, SEARCHING, SHARING, STORING, SYNCHRONIZING, AND TRANSMITTING PERSONAL DOCUMENTS, NAMELY, AUTOMOBILE SALES AND LEASING DOCUMENTS, BANK STATEMENTS, PROMOTIONS, REBATES, DISCOUNTS, DEALS, STORE REWARDS PROGRAM DOCUMENTS, COUPONS, CREDIT CARD RECEIPTS, FINANCIAL RECORDS, HOUSEHOLD BILLS, MEDICAL DOCUMENTS, REAL ESTATE SALES AND LEASING DOCUMENTS, RECEIPTS, AND UTILITY BILLS; ADVERTISING SERVICES, NAMELY, PROMOTING, ADVERTISING AND MARKETING THE GOODS OF OTHERS THROUGH ELECTRONIC COUPONING, PROMOTIONS, DISCOUNTS, DEALS, AND STORE REWARDS PROGRAM; PROMOTING, ADVERTISING, AND MARKETING THE GOODS OF OTHERS, NAMELY, ADMINISTRATION OF A PROGRAM FOR ENABLING PARTICIPANTS TO OBTAIN DISCOUNTS, REBATES, DEALS, AND INCENTIVE AWARDS ON PRODUCTS; ADMINISTRATION OF A CONSUMER LOYALTY PROGRAM TO PROMOTE THE GOODS OF OTHERS; ANALYZING MARKET RESEARCH DATA AND STATISTICS FOR THE PURPOSE OF MARKETING THE GOODS OF OTHERS THROUGH PERSONALIZED COUPONS, PROMOTIONS, DEALS, AND DISCOUNTS; HOSTING AND MAINTAINING AN ONLINE WEB SITE AND A MOBILE APPLICATION FOR ANALYZING, DISPLAYING, INDEXING, MANAGING, ORGANIZING, SEARCHING, SHARING, STORING, SYNCHRONIZING, AND TRANSMITTING PERSONAL ACCOUNT DOCUMENTS, NAMELY, AUTOMOBILE SALES AND LEASING DOCUMENTS, BANK STATEMENTS, COUPONS, FINANCIAL RECORDS, HOUSEHOLD BILLS, MEDICAL DOCUMENTS, LOYALTY CARDS PROGRAM DOCUMENTS AND SUBSCRIPTIONS, REAL ESTATE SALES AND LEASING DOCUMENTS, RECEIPTS, STORE REWARDS PROGRAM DOCUMENTS AND SUBSCRIPTIONS, TRAVEL REWARDS PROGRAM DOCUMENTS AND SUBSCRIPTIONS, AND UTILITY BILLS. HOSTING AND MAINTAINING AN ONLINE WEB SITE AND A MOBILE APPLICATION FOR REGISTERED USERS TO PARTICIPATE IN DISCUSSIONS, GET FEEDBACK FROM OTHER USERS, FORM VIRTUAL COMMUNITIES, ENGAGE IN SOCIAL NETWORKING, SHARE INFORMATION WITH OTHER USERS, RETAILERS AND SERVICE PROVIDERS, DISCUSS AND EVALUATE PRODUCTS, SERVICES, AND BUSINESSES, AND BROWSE STORE INFORMATION, RECEIPTS, LOYALTY, REWARDS, REBATES, COUPONS, DEALS, PROMOTIONS, AND DISCOUNTS

Intent to Use: The applicant has a bona fide intention to use or use through the applicant's related company or licensee the mark in commerce on or in connection with the identified goods and/or services. (15 U.S.C. Section 1051(b)).

The applicant's current Correspondence Information:

Digital Receipts, LLC
203 NE Front Street, Suite 101
Milford, Delaware 19963
215-650-7221(phone)
expensematch12@gmail.com (authorized)

A fee payment in the amount of \$325 has been submitted with the application, representing payment for 1 class(es).

Declaration

The undersigned, being hereby warned that willful false statements and the like so made are punishable by fine or imprisonment, or both, under 18 U.S.C. Section 1001, and that such willful false statements, and the like, may jeopardize the validity of the application or any resulting registration, declares that he/she is properly authorized to execute this application on behalf of the applicant; he/she believes the applicant to be the owner of the trademark/service mark sought to be registered, or, if the application is being filed under 15 U.S.C. Section 1051(b), he/she believes applicant to be entitled to use such mark in commerce; to the best of his/her knowledge and belief no other person, firm, corporation, or association has the right to use the mark in commerce, either in the identical form thereof or in such near resemblance thereto as to be likely, when used on or in connection with the goods/services of such other person, to cause confusion, or to cause mistake, or to deceive; and that all statements made of his/her own knowledge are true; and that all statements made on information and belief are believed to be true.

Declaration Signature

Signature: /Chad Batterman/ Date: 05/04/2013

Signatory's Name: /Chad Batterman/

Signatory's Position: Founder/CEO

RAM Sale Number: 85923595

RAM Accounting Date: 05/06/2013

Serial Number: 85923595

Internet Transmission Date: Sat May 04 20:45:41 EDT 2013

TEAS Stamp: USPTO/BAS-XX.XX.X.XXX-201305042045411696

74-85923595-500f0f5814bfc5c5bb179752961a

12853e6a3fbc3b521462967ad858b46d14b3212-

CC-7257-20130504202753862873

EXPENSEMATCH

Exhibit 11

PTO Form 1478 (Rev 9/2006)
OMB No. 0651-0009 (Exp 12/31/2014)

Trademark/Service Mark Application, Principal Register

Serial Number: 85853018

Filing Date: 02/18/2013

The table below presents the data as entered.

Input Field	Entered
SERIAL NUMBER	85853018
MARK INFORMATION	
*MARK	BILLMATCH
STANDARD CHARACTERS	YES
USPTO-GENERATED IMAGE	YES
LITERAL ELEMENT	BILLMATCH
MARK STATEMENT	The mark consists of standard characters, without claim to any particular font, style, size, or color.
REGISTER	Principal
APPLICANT INFORMATION	
*OWNER OF MARK	Digital Receipts, LLC
*STREET	203 NE Front Street, Suite 201
*CITY	Milford
*STATE (Required for U.S. applicants)	Delaware
*COUNTRY	United States
*ZIP/POSTAL CODE (Required for U.S. applicants only)	19963
PHONE	215-650-7221
EMAIL ADDRESS	billmatch24@gmail.com
AUTHORIZED TO COMMUNICATE VIA EMAIL	Yes
LEGAL ENTITY INFORMATION	
TYPE	limited liability company
STATE/COUNTRY WHERE LEGALLY ORGANIZED	Delaware
GOODS AND/OR SERVICES AND BASIS INFORMATION	
INTERNATIONAL CLASS	009
*IDENTIFICATION	SOFTWARE AND COMPUTER HARDWARE FOR PROVIDING AN ONLINE DATABASE AND A MOBILE APPLICATION FOR ANALYZING, DISPLAYING, INDEXING, MANAGING, ORGANIZING, SEARCHING, SHARING, STORING, SYNCHRONIZING, AND TRANSMITTING PERSONAL DOCUMENTS, NAMELY, AUTOMOBILE SALES AND LEASING DOCUMENTS, BANK STATEMENTS, COUPONS, CREDIT CARD RECEIPTS, FINANCIAL RECORDS, HOUSEHOLD BILLS,

	MEDICAL DOCUMENTS, REAL ESTATE SALES AND LEASING DOCUMENTS, RECEIPTS, AND UTILITY BILLS
FILING BASIS	SECTION 1(b)
INTERNATIONAL CLASS	042
*IDENTIFICATION	ADVERTISING SERVICES, NAMELY, PROMOTING, ADVERTISING AND MARKETING THE GOODS OF OTHERS THROUGH ELECTRONIC COUPONING, PROMOTIONS AND DISCOUNTS; PROMOTING, ADVERTISING, AND MARKETING THE GOODS OF OTHERS, NAMELY, ADMINISTRATION OF A PROGRAM FOR ENABLING PARTICIPANTS TO OBTAIN DISCOUNTS, REBATES, AND INCENTIVE AWARDS ON PRODUCTS; ADMINISTRATION OF A CONSUMER LOYALTY PROGRAM TO PROMOTE THE GOODS OF OTHERS; ANALYZING MARKET RESEARCH DATA AND STATISTICS FOR THE PURPOSE OF MARKETING THE GOODS OF OTHERS THROUGH PERSONALIZED COUPONS, PROMOTIONS, AND DISCOUNTS; HOSTING AND MAINTAINING AN ONLINE WEB SITE AND A MOBILE APPLICATION FOR ANALYZING, DISPLAYING, INDEXING, MANAGING, ORGANIZING, SEARCHING, SHARING, STORING, SYNCHRONIZING, AND TRANSMITTING PERSONAL ACCOUNT DOCUMENTS, NAMELY, AUTOMOBILE SALES AND LEASING DOCUMENTS, BANK STATEMENTS, COUPONS, FINANCIAL RECORDS, HOUSEHOLD BILLS, MEDICAL DOCUMENTS, LOYALTY CARDS PROGRAM DOCUMENTS AND SUBSCRIPTIONS, REAL ESTATE SALES AND LEASING DOCUMENTS, RECEIPTS, STORE REWARDS PROGRAM DOCUMENTS AND SUBSCRIPTIONS, TRAVEL REWARDS PROGRAM DOCUMENTS AND SUBSCRIPTIONS, AND UTILITY BILLS; HOSTING AND MAINTAINING AN ONLINE WEB SITE AND A MOBILE APPLICATION FOR REGISTERED USERS TO PARTICIPATE IN DISCUSSIONS, GET FEEDBACK FROM OTHER USERS, FORM VIRTUAL COMMUNITIES, ENGAGE IN SOCIAL NETWORKING, SHARE INFORMATION WITH OTHER USERS, RETAILERS AND SERVICE PROVIDERS, DISCUSS AND EVALUATE PRODUCTS, SERVICES, AND BUSINESSES, AND BROWSE STORE INFORMATION, RECEIPTS, LOYALTY REWARDS, COUPONS AND DISCOUNTS
FILING BASIS	SECTION 1(b)
CORRESPONDENCE INFORMATION	
NAME	Digital Receipts, LLC
STREET	203 NE Front Street, Suite 201
CITY	Milford
STATE	Delaware
COUNTRY	United States
ZIP/POSTAL CODE	19963
PHONE	215-650-7221
EMAIL ADDRESS	billmatch24@gmail.com;billmatch2@gmail.com

AUTHORIZED TO COMMUNICATE VIA EMAIL	Yes
FEE INFORMATION	
NUMBER OF CLASSES	2
FEE PER CLASS	325
*TOTAL FEE DUE	650
*TOTAL FEE PAID	650
SIGNATURE INFORMATION	
SIGNATURE	/Chad Batterman/
SIGNATORY'S NAME	Chad Batterman
SIGNATORY'S POSITION	Founder/CEO
DATE SIGNED	02/18/2013

Trademark/Service Mark Application, Principal Register

Serial Number: 85853018

Filing Date: 02/18/2013

To the Commissioner for Trademarks:

MARK: BILLMATCH (Standard Characters, see [mark](#))

The literal element of the mark consists of BILLMATCH.

The mark consists of standard characters, without claim to any particular font, style, size, or color.

The applicant, Digital Receipts, LLC, a limited liability company legally organized under the laws of Delaware, having an address of
203 NE Front Street, Suite 201
Milford, Delaware 19963
United States

requests registration of the trademark/service mark identified above in the United States Patent and Trademark Office on the Principal Register established by the Act of July 5, 1946 (15 U.S.C. Section 1051 et seq.), as amended, for the following:

International Class 009: SOFTWARE AND COMPUTER HARDWARE FOR PROVIDING AN ONLINE DATABASE AND A MOBILE APPLICATION FOR ANALYZING, DISPLAYING, INDEXING, MANAGING, ORGANIZING, SEARCHING, SHARING, STORING, SYNCHRONIZING, AND TRANSMITTING PERSONAL DOCUMENTS, NAMELY, AUTOMOBILE SALES AND LEASING DOCUMENTS, BANK STATEMENTS, COUPONS, CREDIT CARD RECEIPTS, FINANCIAL RECORDS, HOUSEHOLD BILLS, MEDICAL DOCUMENTS, REAL ESTATE SALES AND LEASING DOCUMENTS, RECEIPTS, AND UTILITY BILLS

Intent to Use: The applicant has a bona fide intention to use or use through the applicant's related company or licensee the mark in commerce on or in connection with the identified goods and/or services. (15 U.S.C. Section 1051(b)).

International Class 042: ADVERTISING SERVICES, NAMELY, PROMOTING, ADVERTISING AND MARKETING THE GOODS OF OTHERS THROUGH ELECTRONIC COUPONING, PROMOTIONS AND DISCOUNTS; PROMOTING, ADVERTISING, AND MARKETING THE GOODS OF OTHERS, NAMELY, ADMINISTRATION OF A PROGRAM FOR ENABLING PARTICIPANTS TO OBTAIN DISCOUNTS, REBATES, AND INCENTIVE AWARDS ON PRODUCTS; ADMINISTRATION OF A CONSUMER LOYALTY PROGRAM TO PROMOTE THE GOODS OF OTHERS; ANALYZING MARKET RESEARCH DATA AND STATISTICS FOR THE PURPOSE OF MARKETING THE GOODS OF OTHERS THROUGH PERSONALIZED COUPONS, PROMOTIONS, AND DISCOUNTS; HOSTING AND MAINTAINING AN ONLINE WEB SITE AND A MOBILE APPLICATION FOR ANALYZING, DISPLAYING, INDEXING, MANAGING, ORGANIZING, SEARCHING, SHARING, STORING, SYNCHRONIZING, AND TRANSMITTING PERSONAL ACCOUNT DOCUMENTS, NAMELY, AUTOMOBILE SALES AND LEASING DOCUMENTS, BANK STATEMENTS, COUPONS, FINANCIAL RECORDS, HOUSEHOLD BILLS, MEDICAL DOCUMENTS, LOYALTY CARDS PROGRAM DOCUMENTS AND SUBSCRIPTIONS, REAL ESTATE SALES AND LEASING DOCUMENTS, RECEIPTS, STORE REWARDS PROGRAM DOCUMENTS AND SUBSCRIPTIONS, TRAVEL REWARDS PROGRAM DOCUMENTS AND SUBSCRIPTIONS, AND UTILITY BILLS; HOSTING AND MAINTAINING AN ONLINE WEB SITE AND A MOBILE APPLICATION FOR REGISTERED USERS TO PARTICIPATE IN DISCUSSIONS, GET FEEDBACK FROM OTHER USERS, FORM VIRTUAL COMMUNITIES, ENGAGE IN SOCIAL NETWORKING, SHARE INFORMATION WITH OTHER USERS, RETAILERS AND SERVICE PROVIDERS, DISCUSS AND EVALUATE PRODUCTS, SERVICES, AND BUSINESSES, AND BROWSE STORE INFORMATION, RECEIPTS, LOYALTY REWARDS, COUPONS AND DISCOUNTS

Intent to Use: The applicant has a bona fide intention to use or use through the applicant's related company or licensee the mark in commerce on or in connection with the identified goods and/or services. (15 U.S.C. Section 1051(b)).

The applicant's current Correspondence Information:

Digital Receipts, LLC
203 NE Front Street, Suite 201
Milford, Delaware 19963
215-650-7221(phone)
billmatch24@gmail.com;billmatch2@gmail.com (authorized)

A fee payment in the amount of \$650 has been submitted with the application, representing payment for 2 class(es).

Declaration

The undersigned, being hereby warned that willful false statements and the like so made are punishable by fine or imprisonment, or both, under 18 U.S.C. Section 1001, and that such willful false statements, and the like, may jeopardize the validity of the application or any resulting registration, declares that he/she is properly authorized to execute this application on behalf of the applicant; he/she believes the applicant to be the owner of the trademark/service mark sought to be registered, or, if the application is being filed under 15 U.S.C. Section 1051(b), he/she believes applicant to be entitled to use such mark in commerce; to the best of his/her knowledge and belief no other person, firm, corporation, or association has the right to use the mark in commerce, either in the identical form thereof or in such near resemblance thereto as to be likely, when used on or in connection with the goods/services of such other person, to cause confusion, or to cause mistake, or to deceive; and that all statements made of his/her own knowledge are true; and that all statements made on information and belief are believed to be true.

Declaration Signature

Signature: /Chad Batterman/ Date: 02/18/2013

Signatory's Name: Chad Batterman

Signatory's Position: Founder/CEO

RAM Sale Number: 85853018

RAM Accounting Date: 02/19/2013

Serial Number: 85853018

Internet Transmission Date: Mon Feb 18 18:45:59 EST 2013

TEAS Stamp: USPTO/BAS-XX.XX.X.XXX-201302181845591820

59-85853018-5009c5c1f5fccd1435efaa089c59

9f8861a7add7b2576e1399fdeba5d16149bdf-CC

-13098-20130218171547295043

Exhibit 12

PTO Form 1478 (Rev 9/2006)
OMB No. 0651-0009 (Exp 02/28/2018)

Trademark/Service Mark Application, Principal Register

Serial Number: 86707968

Filing Date: 07/29/2015

The table below presents the data as entered.

Input Field	Entered
SERIAL NUMBER	86707968
MARK INFORMATION	
*MARK	BILLHERO
STANDARD CHARACTERS	YES
USPTO-GENERATED IMAGE	YES
LITERAL ELEMENT	BILLHERO
MARK STATEMENT	The mark consists of standard characters, without claim to any particular font, style, size, or color.
REGISTER	Principal
APPLICANT INFORMATION	
*OWNER OF MARK	Digital Receipts, LLC
*STREET	203 NE Front Street, Suite 101
*CITY	Milford
*STATE (Required for U.S. applicants)	Delaware
*COUNTRY	United States
*ZIP/POSTAL CODE (Required for U.S. applicants)	19963
PHONE	215-650-7221
EMAIL ADDRESS	billhero14@gmail.com
AUTHORIZED TO COMMUNICATE VIA EMAIL	Yes
LEGAL ENTITY INFORMATION	
TYPE	limited liability company
STATE/COUNTRY WHERE LEGALLY ORGANIZED	Delaware
GOODS AND/OR SERVICES AND BASIS INFORMATION	
INTERNATIONAL CLASS	035
	Computer database management software for use in analyzing, displaying, indexing, managing, organizing, searching, sharing, storing, synchronizing, and transmitting personal and business documents, namely, automobile sales and leasing documents, bank statements, coupons, credit card receipts, financial records, household bills, medical documents, real estate sales and leasing documents, receipts, and utility bills; Computer database management software for use in creating an online database for the organization, management, and statistical

<p>*IDENTIFICATION</p>	<p>analysis of digitized receipts, personal and business account data, and financial records. Advertising services, namely, promoting, advertising and marketing the goods of others through electronic couponing, promotions and discounts; promoting, advertising, and marketing the goods of others, namely, administration of an incentive award program for enabling participants to obtain discounts, rebates, and incentive awards on products through the issuance of loyalty cards; administration of a consumer loyalty program to promote the automobiles, computers, groceries, furniture, pharmaceuticals, cosmetics, and clothing; analyzing market research data and statistics for the purpose of marketing the goods of others through personalized coupons, promotions, and discounts; promoting the goods and services of others by providing a website featuring, retailers and service provider information, discussions and evaluations of products, services, and businesses, and providing a search engine for use in browsing store information, receipts, loyalty rewards, coupons and discounts; business and financial records management services for the organization and management of financial records, namely, managing digitized receipts for others; Services for the organization and management of financial records, namely, records management services in the nature of managing digitized receipts for others. Computer services, namely, hosting and maintaining an online web site and mobile application software for use in analyzing, displaying, indexing, managing, organizing, searching, sharing, storing, synchronizing, and transmitting personal and business account documents, namely, automobile sales and leasing documents, bank statements, coupons, financial records, household bills, medical documents, loyalty cards program documents and subscriptions, real estate sales and leasing documents, receipts, store rewards program documents and subscriptions, travel rewards program documents and subscriptions, and utility bills; Computer services, namely, creating an on-line community for registered users to participate in discussions, get feedback from other users, form virtual communities, engage in social networking and share information with other users; Computer services, namely, hosting and maintaining an online website for the organization, management, and statistical analysis of digitized receipts, personal and business account data, financial records.</p>
<p>FILING BASIS</p>	<p>SECTION 1(a)</p>
<p>FIRST USE ANYWHERE DATE</p>	<p>At least as early as 03/00/2007</p>
<p>FIRST USE IN COMMERCE DATE</p>	<p>At least as early as 03/00/2007</p>
<p>SPECIMEN FILE NAME(S)</p>	<p>\\TICRS\EXPORT16\IMAGEOUT16\867\079\86707968\xml1\ APP0003.JPG</p>
<p>SPECIMEN DESCRIPTION</p>	<p>Screenshot of applicant's flyer promoting services</p>
<p>CORRESPONDENCE INFORMATION</p>	
<p>NAME</p>	<p>Digital Receipts, LLC</p>
<p>STREET</p>	<p>203 NE Front Street, Suite 101</p>
<p>CITY</p>	<p>Milford</p>
<p>STATE</p>	<p>Delaware</p>
<p>COUNTRY</p>	<p>United States</p>

ZIP/POSTAL CODE	19963
PHONE	215-650-7221
EMAIL ADDRESS	billhero14@gmail.com
AUTHORIZED TO COMMUNICATE VIA EMAIL	Yes
FEE INFORMATION	
APPLICATION FILING OPTION	Regular TEAS
NUMBER OF CLASSES	1
FEE PER CLASS	325
*TOTAL FEE DUE	325
*TOTAL FEE PAID	325
SIGNATURE INFORMATION	
SIGNATURE	/Chad Batterman/
SIGNATORY'S NAME	/Chad Batterman/
SIGNATORY'S POSITION	CEO
SIGNATORY'S PHONE NUMBER	215-650-7221
DATE SIGNED	07/29/2015

Trademark/Service Mark Application, Principal Register

Serial Number: 86707968

Filing Date: 07/29/2015

To the Commissioner for Trademarks:

MARK: BILLHERO (Standard Characters, see [mark](#))

The literal element of the mark consists of BILLHERO.

The mark consists of standard characters, without claim to any particular font, style, size, or color.

The applicant, Digital Receipts, LLC, a limited liability company legally organized under the laws of Delaware, having an address of
203 NE Front Street, Suite 101
Milford, Delaware 19963
United States

requests registration of the trademark/service mark identified above in the United States Patent and Trademark Office on the Principal Register established by the Act of July 5, 1946 (15 U.S.C. Section 1051 et seq.), as amended, for the following:

International Class 035: Computer database management software for use in analyzing, displaying, indexing, managing, organizing, searching, sharing, storing, synchronizing, and transmitting personal and business documents, namely, automobile sales and leasing documents, bank statements, coupons, credit card receipts, financial records, household bills, medical documents, real estate sales and leasing documents, receipts, and utility bills; Computer database management software for use in creating an online database for the organization, management, and statistical analysis of digitized receipts, personal and business account data, and financial records. Advertising services, namely, promoting, advertising and marketing the goods of others through electronic couponing, promotions and discounts; promoting, advertising, and marketing the goods of others, namely, administration of an incentive award program for enabling participants to obtain discounts, rebates, and incentive awards on products through the issuance of loyalty cards; administration of a consumer loyalty program to promote the automobiles, computers, groceries, furniture, pharmaceuticals, cosmetics, and clothing; analyzing market research data and statistics for the purpose of marketing the goods of others through personalized coupons, promotions, and discounts; promoting the goods and services of others by providing a website featuring, retailers and service provider information, discussions and evaluations of products, services, and businesses, and providing a search engine for use in browsing store information, receipts, loyalty rewards, coupons and discounts; business and financial records management services for the organization and management of financial records, namely, managing digitized receipts for others; Services for the organization and management of financial records, namely, records management services in the nature of managing digitized receipts for others. Computer services, namely, hosting and maintaining an online web site and mobile application software for use in analyzing, displaying, indexing, managing, organizing, searching, sharing, storing, synchronizing, and transmitting personal and business account documents, namely, automobile sales and leasing documents, bank statements, coupons, financial records, household bills, medical documents, loyalty cards program documents and subscriptions, real estate sales and leasing documents, receipts, store rewards program documents and subscriptions, travel rewards program documents and subscriptions, and utility bills; Computer services, namely, creating an on-line community for registered users to participate in discussions, get feedback from other users, form virtual communities, engage in social networking and share information with other users; Computer services, namely, hosting and maintaining an online website for the organization, management, and statistical analysis of digitized receipts, personal and business account data, financial records.

In International Class 035, the mark was first used by the applicant or the applicant's related company or licensee or predecessor in interest at least as early as 03/00/2007, and first used in commerce at least as early as 03/00/2007, and is now in use in such commerce. The applicant is submitting one(or more) specimen(s) showing the mark as used in commerce on or in connection with any item in the class of listed goods/services, consisting of a(n) Screenshot of applicant's flyer promoting services.

[Specimen File1](#)

The applicant's current Correspondence Information:

Digital Receipts, LLC
203 NE Front Street, Suite 101
Milford, Delaware 19963
215-650-7221(phone)
billhero14@gmail.com (authorized)

A fee payment in the amount of \$325 has been submitted with the application, representing payment for 1 class(es).

Declaration

The signatory believes that: if the applicant is filing the application under 15 U.S.C. § 1051(a), the applicant is the owner of the trademark/service mark sought to be registered; the applicant is using the mark in commerce on or in connection with the goods/services in the application; the specimen(s) shows the mark as used on or in connection with the goods/services in the application; and/or if the applicant filed an application under 15 U.S.C. § 1051(b), § 1126(d), and/or § 1126(e), the applicant is entitled to use the mark in commerce; the applicant has a bona fide intention, and is entitled, to use the mark in commerce on or in connection with the goods/services in the application. The signatory believes that to the best of the signatory's knowledge and belief, no other persons, except, if applicable, 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 of such other persons, to cause confusion or mistake, or to deceive. 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 any registration resulting therefrom, declares that all statements made of his/her own knowledge are true and all statements made on information and belief are believed to be true.

Declaration Signature

Signature: /Chad Batterman/ Date: 07/29/2015

Signatory's Name: /Chad Batterman/

Signatory's Position: CEO

RAM Sale Number: 86707968

RAM Accounting Date: 07/29/2015

Serial Number: 86707968

Internet Transmission Date: Wed Jul 29 11:11:53 EDT 2015

TEAS Stamp: USPTO/BAS-XXX.XX.XXX.XX-2015072911115333

2906-86707968-540cae93dae582c92c0268df91

c33ddcac12d67fbb7a62f851509b7ca674ea-CC-

11710-20150729110447568114

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▶ **WE CAN DISPLAY NAME, LOGO AND CONTACT INFO, AS WELL AS ASSISTING YOU WITH IDEAS AND DESIGN.**

CONTACT US TODAY

BILLHERO14@GMAIL.COM

TO EXTEND YOUR REACH AND GET SEEN BY THE MASSES.

Exhibit 13

PTO Form 1553 (Rev 9/2005)
OMB No. 0651-0054 (Exp. 10/31/2017)

Trademark/Service Mark Statement of Use (15 U.S.C. Section 1051(d))

The table below presents the data as entered.

Input Field	Entered
SERIAL NUMBER	85923595
LAW OFFICE ASSIGNED	LAW OFFICE 119
EXTENSION OF USE	NO
MARK SECTION	
MARK	http://tsdr.uspto.gov/img/85923595/large
LITERAL ELEMENT	EXPENSEMATCH
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.
OWNER SECTION	
NAME	Digital Receipts, LLC
STREET	203 NE Front Street, Suite 101
CITY	Milford
STATE	Delaware
ZIP/POSTAL CODE	19963
COUNTRY	United States
PHONE	215-650-7221
EMAIL	expensematch12@gmail.com
GOODS AND/OR SERVICES SECTION	
INTERNATIONAL CLASS	009
CURRENT IDENTIFICATION	computer database management software for use in creating an online database and mobile computer application software for analyzing, displaying, indexing, managing, organizing, searching, sharing, storing, synchronizing, and transmitting personal documents, namely, coupons and medical documents
GOODS OR SERVICES	KEEP ALL LISTED
FIRST USE ANYWHERE DATE	03/00/2007
FIRST USE IN COMMERCE DATE	03/00/2007
SPECIMEN FILE NAME(S)	\\TICRS\EXPORT16\IMAGEOUT 16\859\235\85923595\xml26\SOU0002.JPG
SPECIMEN DESCRIPTION	Image of disc software showing product bearing mark
INTERNATIONAL CLASS	035

CURRENT IDENTIFICATION	advertising services, namely, promoting, advertising and marketing the goods of others through couponing, promotions and discounts; promoting, advertising, and marketing the goods of others, namely, administration of a program for enabling participants to obtain discounts, rebates, and incentive awards on products; administration of a consumer loyalty program to promote the goods of others; analyzing market research data and statistics for the purpose of marketing the goods of others through coupons, promotions, and discounts
GOODS OR SERVICES	KEEP ALL LISTED
FIRST USE ANYWHERE DATE	03/00/2007
FIRST USE IN COMMERCE DATE	03/00/2007
SPECIMEN FILE NAME(S)	\\TICRS\EXPORT16\IMAGEOUT_16\859\235\85923595\xml26\SOU0003.JPG
SPECIMEN DESCRIPTION	Screenshot of applicant's flyer promoting services
INTERNATIONAL CLASS	042
CURRENT IDENTIFICATION	application service provider featuring software for analyzing, displaying, indexing, managing, organizing, searching, sharing, storing, synchronizing, and transmitting personal documents, namely, medical documents; hosting and maintaining an online web site and a mobile application for users to participate in discussions, get feedback from other users, form virtual communities, engage in social networking, share information with other users, retailers and service providers, discuss and evaluate products, services, and businesses, and browse store information and receipts
GOODS OR SERVICES	KEEP ALL LISTED
FIRST USE ANYWHERE DATE	03/00/2007
FIRST USE IN COMMERCE DATE	03/00/2007
SPECIMEN FILE NAME(S)	\\TICRS\EXPORT16\IMAGEOUT_16\859\235\85923595\xml26\SOU0004.JPG
SPECIMEN DESCRIPTION	Screenshot of applicant's flyer promoting services
REQUEST TO DIVIDE	NO
PAYMENT SECTION	
NUMBER OF CLASSES IN USE	3
SUBTOTAL AMOUNT [ALLEGATION OF USE FEE]	300
TOTAL AMOUNT	300
SIGNATURE SECTION	
DECLARATION SIGNATURE	/Chad Batterman/
SIGNATORY'S NAME	/Chad Batterman/
SIGNATORY'S POSITION	CEO
DATE SIGNED	03/18/2015
SIGNATORY'S PHONE NUMBER	215-650-7221
FILING INFORMATION	
SUBMIT DATE	Wed Mar 18 19:33:13 EDT 2015
	USPTO/SOU-XXX.XX.XXX.XX-2 0150318193313348859-85923

TEAS STAMP

595-530119a11605ad8c5932a
87f71dd8f7b95c5dd5a99a203
892c6e3cc2febb537ee-CC-57
62-20150318191454892664

**Trademark/Service Mark Statement of Use
(15 U.S.C. Section 1051(d))**

To the Commissioner for Trademarks:

MARK: EXPENSEMATCH(Standard Characters, see <http://tsdr.uspto.gov/img/85923595/large>)

SERIAL NUMBER: 85923595

The applicant, Digital Receipts, LLC, having an address of
203 NE Front Street, Suite 101
Milford, Delaware 19963
United States

is submitting the following allegation of use information:

For International Class 009:

Current identification: computer database management software for use in creating an online database and mobile computer application software for analyzing, displaying, indexing, managing, organizing, searching, sharing, storing, synchronizing, and transmitting personal documents, namely, coupons and medical documents

The mark is in use in commerce on or in connection with all of the goods/services, or to indicate membership in the collective organization listed in the application or Notice of Allowance or as subsequently modified for this specific class.

The mark was first used by the applicant, or the applicant's related company, licensee, or predecessor in interest at least as early as 03/00/2007, and first used in commerce at least as early as 03/00/2007, and is now in use in such commerce. The applicant is submitting one specimen for the class showing the mark as used in commerce on or in connection with any item in the class, consisting of a(n) Image of disc software showing product bearing mark.

[Specimen File1](#)

For International Class 035:

Current identification: advertising services, namely, promoting, advertising and marketing the goods of others through couponing, promotions and discounts; promoting, advertising, and marketing the goods of others, namely, administration of a program for enabling participants to obtain discounts, rebates, and incentive awards on products; administration of a consumer loyalty program to promote the goods of others; analyzing market research data and statistics for the purpose of marketing the goods of others through coupons, promotions, and discounts

The mark is in use in commerce on or in connection with all of the goods/services, or to indicate membership in the collective organization listed in the application or Notice of Allowance or as subsequently modified for this specific class.

The mark was first used by the applicant, or the applicant's related company, licensee, or predecessor in interest at least as early as 03/00/2007, and first used in commerce at least as early as 03/00/2007, and is now in use in such commerce. The applicant is submitting one specimen for the class showing the mark as used in commerce on or in connection with any item in the class, consisting of a(n) Screenshot of applicant's flyer promoting services.

[Specimen File1](#)

For International Class 042:

Current identification: application service provider featuring software for analyzing, displaying, indexing, managing, organizing, searching, sharing, storing, synchronizing, and transmitting personal documents, namely, medical documents; hosting and maintaining an online web site and a mobile application for users to participate in discussions, get feedback from other users, form virtual communities, engage in social networking, share information with other users, retailers and service providers, discuss and evaluate products, services, and businesses, and browse store information and receipts

The mark is in use in commerce on or in connection with all of the goods/services, or to indicate membership in the collective organization listed in the application or Notice of Allowance or as subsequently modified for this specific class.

The mark was first used by the applicant, or the applicant's related company, licensee, or predecessor in interest at least as early as 03/00/2007,

and first used in commerce at least as early as 03/00/2007, and is now in use in such commerce. The applicant is submitting one specimen for the class showing the mark as used in commerce on or in connection with any item in the class, consisting of a(n) Screenshot of applicant's flyer promoting services.

[Specimen File1](#)

The applicant is not filing a Request to Divide with this Allegation of Use form.

A fee payment in the amount of \$300 will be submitted with the form, representing payment for the allegation of use for 3 classes.

Declaration

STATEMENTS: The signatory believes that: if the applicant is filing the amendment to allege use under 15 U.S.C. Section 1051(c) or a statement of use under 15 U.S.C. Section 1051(d), the applicant is the owner of the trademark/service mark sought to be registered; the applicant or the applicant's related company or licensee is using the mark in commerce on or in connection with all the goods/services in the application or notice of allowance, or as subsequently modified, and such use by the applicant's related company or licensee inures to the benefit of the applicant; that to the best of the signatory's knowledge and belief, no other person has 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 of such other person, to cause confusion or mistake, or to deceive; and the specimen(s) shows the mark as used on or in connection with the goods/services in commerce.

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. Section 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 all statements made of his/her own knowledge are true and that all statements made on information and belief are believed to be true.

Signature: /Chad Batterman/ Date Signed: 03/18/2015

Signatory's Name: /Chad Batterman/

Signatory's Position: CEO

Signatory's Phone: 215-650-7221

RAM Sale Number: 85923595

RAM Accounting Date: 03/19/2015

Serial Number: 85923595

Internet Transmission Date: Wed Mar 18 19:33:13 EDT 2015

TEAS Stamp: USPTO/SOU-XXX.XX.XXX.XX-2015031819331334

8859-85923595-530119a11605ad8c5932a87f71

dd8f7b95c5dd5a99a203892c6e3cc2febb537ee-

CC-5762-20150318191454892664

Exhibit 14

PTO Form 1553 (Rev 9/2005)
OMB No. 0651-0054 (Exp. 10/31/2017)

Trademark/Service Mark Statement of Use (15 U.S.C. Section 1051(d))

The table below presents the data as entered.

Input Field	Entered
SERIAL NUMBER	85853018
LAW OFFICE ASSIGNED	LAW OFFICE 112
EXTENSION OF USE	NO
MARK SECTION	
MARK	http://tsdr.uspto.gov/img/85853018/large
LITERAL ELEMENT	BILLMATCH
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.
MISCELLANEOUS STATEMENTS SECTION	
MISCELLANEOUS STATEMENT	For Class 42, applicant changed Application service provider (ASP) to Computer services. Applicant is not expanding the scope of Goods Identified in Class 42.
OWNER SECTION	
NAME	Digital Receipts, LLC
STREET	203 NE Front Street, Suite 101
CITY	Milford
STATE	Delaware
ZIP/POSTAL CODE	19963
COUNTRY	United States
PHONE	215-650-7221
EMAIL	billmatch24@gmail.com
GOODS AND/OR SERVICES SECTION	
INTERNATIONAL CLASS	009
CURRENT IDENTIFICATION	Computer software for use in and downloading consumer information from the internet, network servers, mobile applications, namely, directions, hours of operation, compilations, rankings, ratings, reviews, referrals, recommendations, discounts, coupons, rebates, vouchers and special offers relating to businesses, organizations, restaurants, and service providers; computer search engine software for searching for businesses, organizations, restaurants, and service providers based on a user's geolocation; computer software, namely, graphical user interface software for displaying and communication software for use in sharing a user's location and finding, locating, and interacting with other users and places

GOODS OR SERVICES	KEEP ALL LISTED
FIRST USE ANYWHERE DATE	05/15/2012
FIRST USE IN COMMERCE DATE	05/15/2012
SPECIMEN FILE NAME(S)	\\TICRS\EXPORT16\IMAGEOUT_16\858\530\85853018\xml16\SOU0002.JPG
SPECIMEN DESCRIPTION	Image of disc software showing product bearing mark
INTERNATIONAL CLASS	035
CURRENT IDENTIFICATION	Advertising and directory services, namely, providing an online directory of businesses and their locations, hours of operation, and sales information; providing an online searchable database featuring business information; advertising, marketing and promotion services, namely, providing information regarding discounts, coupons, rebates, vouchers, links to the websites of others, and special offers for the goods and services of others; computer services, namely, retail online store services featuring software for use in providing, posting, viewing and downloading information, photos, and reviews of businesses, organizations, restaurants, and service providers; retail online store services featuring software for use in providing software for searching for businesses, organizations, restaurants, and service providers based on a user's geolocation; online business networking services provided via a website for use in posting, reading, and downloading consumer information, namely, directions, hours of operation, ratings, reviews, referrals, recommendations, discounts, coupons, rebates, vouchers and special offers relating to businesses, organizations, restaurants, and service providers
GOODS OR SERVICES	KEEP ALL LISTED
FIRST USE ANYWHERE DATE	10/11/2007
FIRST USE IN COMMERCE DATE	10/11/2007
SPECIMEN FILE NAME(S)	\\TICRS\EXPORT16\IMAGEOUT_16\858\530\85853018\xml16\SOU0003.JPG
SPECIMEN DESCRIPTION	Screenshot of applicant's flyer promoting services
INTERNATIONAL CLASS	042
CURRENT IDENTIFICATION	Application service provider (ASP), namely, hosting computer software applications of others, namely, software for providing, posting, viewing and downloading information, photos, and reviews of businesses, organizations, restaurants, and service providers; application service provider (asp), namely, hosting computer software applications of others, namely, software for providing software for searching for businesses, organizations, restaurants, and service providers based on a user's geolocation; application service provider, namely, hosting and maintaining an online web site and mobile application software of others featuring software for use in engaging in social networking and providing, posting, reading, and downloading consumer information, namely, directions, hours of operation, ratings, reviews, referrals, recommendations, discounts, coupons, rebates, vouchers and special offers relating to businesses, organizations, restaurants, and service providers
GOODS OR SERVICES DELETED FROM THE	Application service provider (ASP), namely, hosting computer software applications of others, namely, software for providing, posting, viewing and downloading information, photos, and reviews of businesses, organizations, restaurants, and service providers; application service provider (asp), namely, hosting computer software applications of others, namely, software for providing software for searching for businesses, organizations, restaurants, and service providers based on a user's geolocation; application

APPLICATION	service provider, namely, hosting and maintaining an online web site and mobile application software of others featuring software for use in engaging in social networking and providing, posting, reading, and downloading consumer information, namely, directions, hours of operation, ratings, reviews, referrals, recommendations, discounts, coupons, rebates, vouchers and special offers relating to businesses, organizations, restaurants, and service providers
GOODS OR SERVICES IN USE IN COMMERCE	Computer services, namely, hosting computer software applications of others, namely, software for providing, posting, viewing and downloading information, photos, and reviews of businesses, organizations, restaurants, and service providers; Computer services, namely, hosting computer software applications of others, namely, software for providing software for searching for businesses, organizations, restaurants, and service providers based on a user's geolocation; Computer services, namely, hosting and maintaining an online web site and mobile application software of others featuring software for use in engaging in social networking and providing, posting, reading, and downloading consumer information, namely, directions, hours of operation, ratings, reviews, referrals, recommendations, discounts, coupons, rebates, vouchers and special offers relating to businesses, organizations, restaurants, and service providers
FIRST USE ANYWHERE DATE	10/11/2007
FIRST USE IN COMMERCE DATE	10/11/2007
SPECIMEN FILE NAME(S)	\\TICRS\EXPORT16\IMAGEOUT 16\858\530\85853018\xml16\SOU0004.JPG
SPECIMEN DESCRIPTION	Screenshot of applicant's flyer promoting services
REQUEST TO DIVIDE	NO
PAYMENT SECTION	
NUMBER OF CLASSES IN USE	3
SUBTOTAL AMOUNT [ALLEGATION OF USE FEE]	300
TOTAL AMOUNT	300
SIGNATURE SECTION	
DECLARATION SIGNATURE	/Chad Batterman/
SIGNATORY'S NAME	/Chad Batterman/
SIGNATORY'S POSITION	Founder/CEO
DATE SIGNED	08/08/2014
SIGNATORY'S PHONE NUMBER	215-650-7221
FILING INFORMATION	
SUBMIT DATE	Fri Aug 08 19:56:03 EDT 2014
TEAS STAMP	USPTO/SOU-XXX.XX.XXX.XX-2 0140808195603478635-85853 018-500c2d5f67fef85aae185 65e98b144ba2a28ffec6127b3 f9b8966ec4847d652bdd-CC-5 164-20140808194709331729

Trademark/Service Mark Statement of Use
(15 U.S.C. Section 1051(d))

To the Commissioner for Trademarks:

MARK: BILLMATCH(Standard Characters, see <http://tsdr.uspto.gov/img/85853018/large>)

SERIAL NUMBER: 85853018

The applicant, Digital Receipts, LLC, having an address of
203 NE Front Street, Suite 101
Milford, Delaware 19963
United States

is submitting the following allegation of use information:

For International Class 009:

Current identification: Computer software for use in and downloading consumer information from the internet, network servers, mobile applications, namely, directions, hours of operation, compilations, rankings, ratings, reviews, referrals, recommendations, discounts, coupons, rebates, vouchers and special offers relating to businesses, organizations, restaurants, and service providers; computer search engine software for searching for businesses, organizations, restaurants, and service providers based on a user's geolocation; computer software, namely, graphical user interface software for displaying and communication software for use in sharing a user's location and finding, locating, and interacting with other users and places

The mark is in use in commerce on or in connection with all of the goods/services, or to indicate membership in the collective organization listed in the application or Notice of Allowance or as subsequently modified for this specific class.

The mark was first used by the applicant, or the applicant's related company, licensee, or predecessor in interest at least as early as 05/15/2012, and first used in commerce at least as early as 05/15/2012, and is now in use in such commerce. The applicant is submitting one specimen for the class showing the mark as used in commerce on or in connection with any item in the class, consisting of a(n) Image of disc software showing product bearing mark.

[Specimen File1](#)

For International Class 035:

Current identification: Advertising and directory services, namely, providing an online directory of businesses and their locations, hours of operation, and sales information; providing an online searchable database featuring business information; advertising, marketing and promotion services, namely, providing information regarding discounts, coupons, rebates, vouchers, links to the websites of others, and special offers for the goods and services of others; computer services, namely, retail online store services featuring software for use in providing, posting, viewing and downloading information, photos, and reviews of businesses, organizations, restaurants, and service providers; retail online store services featuring software for use in providing software for searching for businesses, organizations, restaurants, and service providers based on a user's geolocation; online business networking services provided via a website for use in posting, reading, and downloading consumer information, namely, directions, hours of operation, ratings, reviews, referrals, recommendations, discounts, coupons, rebates, vouchers and special offers relating to businesses, organizations, restaurants, and service providers

The mark is in use in commerce on or in connection with all of the goods/services, or to indicate membership in the collective organization listed in the application or Notice of Allowance or as subsequently modified for this specific class.

The mark was first used by the applicant, or the applicant's related company, licensee, or predecessor in interest at least as early as 10/11/2007, and first used in commerce at least as early as 10/11/2007, and is now in use in such commerce. The applicant is submitting one specimen for the class showing the mark as used in commerce on or in connection with any item in the class, consisting of a(n) Screenshot of applicant's flyer promoting services.

[Specimen File1](#)

For International Class 042:

Current identification: Application service provider (ASP), namely, hosting computer software applications of others, namely, software for providing, posting, viewing and downloading information, photos, and reviews of businesses, organizations, restaurants, and service providers;

application service provider (asp), namely, hosting computer software applications of others, namely, software for providing software for searching for businesses, organizations, restaurants, and service providers based on a user's geolocation; application service provider, namely, hosting and maintaining an online web site and mobile application software of others featuring software for use in engaging in social networking and providing, posting, reading, and downloading consumer information, namely, directions, hours of operation, ratings, reviews, referrals, recommendations, discounts, coupons, rebates, vouchers and special offers relating to businesses, organizations, restaurants, and service providers

This **allegation of use** does **NOT** cover the following goods/services listed in either the application or Notice of Allowance or as subsequently modified for this specific class; these goods/services are **permanently deleted**: Application service provider (ASP), namely, hosting computer software applications of others, namely, software for providing, posting, viewing and downloading information, photos, and reviews of businesses, organizations, restaurants, and service providers; application service provider (asp), namely, hosting computer software applications of others, namely, software for providing software for searching for businesses, organizations, restaurants, and service providers based on a user's geolocation; application service provider, namely, hosting and maintaining an online web site and mobile application software of others featuring software for use in engaging in social networking and providing, posting, reading, and downloading consumer information, namely, directions, hours of operation, ratings, reviews, referrals, recommendations, discounts, coupons, rebates, vouchers and special offers relating to businesses, organizations, restaurants, and service providers

The mark is in use in commerce on or in connection with the following goods/services listed in either the application or Notice of Allowance or as subsequently modified for this specific class: Computer services, namely, hosting computer software applications of others, namely, software for providing, posting, viewing and downloading information, photos, and reviews of businesses, organizations, restaurants, and service providers; Computer services, namely, hosting computer software applications of others, namely, software for providing software for searching for businesses, organizations, restaurants, and service providers based on a user's geolocation; Computer services, namely, hosting and maintaining an online web site and mobile application software of others featuring software for use in engaging in social networking and providing, posting, reading, and downloading consumer information, namely, directions, hours of operation, ratings, reviews, referrals, recommendations, discounts, coupons, rebates, vouchers and special offers relating to businesses, organizations, restaurants, and service providers

The mark was first used by the applicant, or the applicant's related company, licensee, or predecessor in interest at least as early as 10/11/2007, and first used in commerce at least as early as 10/11/2007, and is now in use in such commerce. The applicant is submitting one specimen for the class showing the mark as used in commerce on or in connection with any item in the class, consisting of a(n) Screenshot of applicant's flyer promoting services.

[Specimen File1](#)

The applicant is not filing a Request to Divide with this Allegation of Use form.

MISCELLANEOUS STATEMENTS

For Class 42, applicant changed Application service provider (ASP) to Computer services. Applicant is not expanding the scope of Goods Identified in Class 42.

A fee payment in the amount of \$300 will be submitted with the form, representing payment for the allegation of use for 3 classes.

Declaration

STATEMENTS: The signatory believes that: if the applicant is filing the amendment to allege use under 15 U.S.C. Section 1051(c) or a statement of use under 15 U.S.C. Section 1051(d), the applicant is the owner of the trademark/service mark sought to be registered; the applicant or the applicant's related company or licensee is using the mark in commerce on or in connection with all the goods/services in the application or notice of allowance, or as subsequently modified, and such use by the applicant's related company or licensee inures to the benefit of the applicant; that to the best of the signatory's knowledge and belief, no other person has 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 of such other person, to cause confusion or mistake, or to deceive; and the specimen(s) shows the mark as used on or in connection with the goods/services in commerce.

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. Section 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 all statements made of his/her own knowledge are true and that all statements made on information and belief are believed to be true.

Signature: /Chad Batterman/ Date Signed: 08/08/2014

Signatory's Name: /Chad Batterman/

Signatory's Position: Founder/CEO
Signatory's Phone: 215-650-7221

RAM Sale Number: 85853018
RAM Accounting Date: 08/11/2014

Serial Number: 85853018
Internet Transmission Date: Fri Aug 08 19:56:03 EDT 2014
TEAS Stamp: USPTO/SOU-XXX.XX.XXX.XX-2014080819560347
8635-85853018-500c2d5f67fef85aae18565e98
b144ba2a28ffec6127b3f9b8966ec4847d652bdd
-CC-5164-20140808194709331729

Digital Receipts


Now Includes
BillMatch™
&
AskHours™


Mac OS X

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001802922204
116119H7

BILLMATCH™ ADVERTISE WITH US!

 Allow your customers to view reviews, hours and photos of your business.

 We customize ways to best reach your Target Market by advertising discounts, coupons and rebates.

**WE CREATE AND PROMOTE YOUR AD FOR YOUR BUSINESS SO THAT
YOU CAN START ENGAGING YOUR TARGET AUDIENCE TODAY!**

CONTACT US TODAY:

If you would like to know more about our Advertising Services
Please email the following information to:


 BillMatch2@gmail.com


First & Last Name
Email
Company Name

Monthly Marketing Budget
Decision Time Frame
Company Description

© 2014 DIGITAL RECEIPTS, LLC

BILLMATCH™ ADVERTISE WITH US!

 Allow your customers to view reviews, hours and photos of your business.

 We customize ways to best reach your Target Market by advertising discounts, coupons and rebates.

**WE CREATE AND PROMOTE YOUR AD FOR YOUR BUSINESS SO THAT
YOU CAN START ENGAGING YOUR TARGET AUDIENCE TODAY!**

CONTACT US TODAY:

If you would like to know more about our Advertising Services
Please email the following information to:

 BillMatch2@gmail.com

First & Last Name
Email
Company Name

Monthly Marketing Budget
Decision Time Frame
Company Description

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FEE RECORD SHEET

Serial Number: 85853018



RAM Sale Number: 85853018

Total Fees: \$300

RAM Accounting Date: 20140811

<u>Transaction</u>	<u>Fee Code</u>	<u>Transaction Date</u>	<u>Fee per Class</u>	<u>Number of Classes</u>	<u>Total Fee</u>
Statement of Use (SOU)	7003	20140808	\$100	3	\$300

Transaction Date: 20140808



Exhibit 15

1 J. MICHAEL KEYES (State Bar No. 262281)
mike.keyes@klgates.com
2 K&L GATES LLP
Four Embarcadero Center, Suite 1200
3 San Francisco, CA 94111
Telephone: 415.882.8200
4 Facsimile: 415.882.8220

5 BRITT L. ANDERSON (State Bar No. 212092)
britt.anderson@klgates.com
6 K&L GATES LLP
630 Hansen Way
7 Palo Alto, California 94304
Telephone: 650.798.6746
8 Facsimile: 650.798.6701

9

10 Attorneys for Plaintiff InternMatch, Inc.

11

12

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA**

13

14

15 INTERNMATCH, INC., a Delaware
corporation,
16
Plaintiff,
17
v.
18 NXTBIGTHING, LLC, a Delaware limited
liability company; and CHAD
19 BATTERMAN, individual;
20
Defendants.

Case No.

**COMPLAINT FOR FALSE
DESIGNATION OF ORIGIN,
TRADEMARK CANCELLATION,
DECLARATORY JUDGMENT, AND
UNFAIR COMPETITION**

DEMAND FOR JURY TRIAL

21

22

23 InternMatch, Inc. hereby alleges the following Complaint against Defendants
24 Nxtbigthing, LLC and Chad Batterman as follows:

25

26

1 1. This is a case about Defendants’ willful, deliberate, and malicious acts of fraud
2 and unfair competition that are causing substantial and irreparable harm to the goodwill,
3 reputation, and business of Plaintiff InternMatch, Inc. (“Plaintiff InternMatch”). Specifically,
4 Defendants have fraudulently obtained a trademark registration at the United States Patent
5 and Trademark Office for the sole purpose of selling that spurious registration to Plaintiff
6 InternMatch for hundreds of thousands of dollars. Defendants are using their fraudulently-
7 obtained trademark registration to harm Plaintiff InternMatch and to interfere with the orderly
8 operations of Plaintiff InternMatch’s business. Plaintiff InternMatch seeks preliminary and
9 permanent injunctive relief, damages, and attorneys’ fees and costs.

10 **PARTIES, JURISDICTION, AND VENUE**

11 2. Plaintiff InternMatch is a Delaware corporation with its principal place of
12 business in San Francisco, California.

13 3. Defendant Nxtbigthing, LLC (“Nxtbigthing”) is a Delaware limited liability
14 company.

15 4. On information and belief, Nxtbigthing’s sole member is Defendant Chad
16 Batterman, an individual and citizen of Pennsylvania.

17 5. This action seeks declaratory relief under 28 U.S.C. § 2201. Subject matter
18 jurisdiction is vested in this Court under 28 U.S.C. § 1338 as this is a dispute concerning the
19 rights of the parties under the Federal Lanham Act, 15 U.S.C. § 1051 *et seq.* Jurisdiction is
20 also vested in this Court under 28 U.S.C. § 1332, as there is diversity of citizenship between
21 the parties and the amount in controversy exceeds \$75,000, exclusive of interest and costs.

22 6. This Court has personal jurisdiction over Defendants Nxtbigthing and Chad
23 Batterman because they purposefully and intentionally directed communications and other
24 conduct to LinkedIn Corporation (headquartered in Mountain View, California) and Twitter,
25 Inc. (headquartered in San Francisco, California) that were knowingly and intentionally
26

1 calculated to inflict great damage and harm upon Plaintiff InternMatch (located in this judicial
2 district), and which are the subject of this Complaint. As such, Defendants have sufficient
3 minimum contacts with the State of California and have purposefully availed themselves of
4 California's privileges, benefits, and protections, and the exercise of jurisdiction would be fair
5 and reasonable.

6 7. As set forth in this Complaint, Defendants claim that Plaintiff InternMatch is
7 infringing Defendant Nxtbigthing's registered trademark for INTERNMATCH. Plaintiff
8 InternMatch seeks declaratory relief because it is the true owner of the INTERNMATCH
9 trademark and its rights are prior to and supersede the rights that Defendants assert in the
10 mark. As alleged in this Complaint, Defendants have taken action against Plaintiff
11 InternMatch's rights, harming Plaintiff InternMatch. Accordingly, the parties have adverse
12 legal interests and there is a substantial controversy of sufficient immediacy and reality to
13 warrant the issuance of a declaratory judgment in favor of Plaintiff InternMatch.

14 8. Venue is proper in this judicial district pursuant to 28 U.S.C. § 1391(b).

15 **INTRADISTRICT ASSIGNMENT**

16 9. Intradistrict assignment of any Division of the Northern District is proper
17 under Local Rule 3-2(c) and the Assignment Plan of this Court as an "Intellectual Property
18 Action."

19 **FACTS SUPPORTING CAUSES OF ACTION**

20 **Plaintiff InternMatch's Development, Marketing, and Sales of its INTERNMATCH**
21 **Services**

22 10. Plaintiff InternMatch provides a dynamic online system of resources and tools
23 for individuals and employers in the field of internship and entry-level career opportunities
24 under the trademark INTERNMATCH. Potential employees use the INTERNMATCH
25 services to search for and obtain internship and career opportunities, as well as to access tools
26

1 that assist with resume creation and internship preparation. Employers use the
2 INTERNMATCH services to manage and develop internship programs and to post job
3 listings. One of Plaintiff InternMatch's focuses is to pair students with nonprofit
4 organizations for experiential learning and career building with a positive social impact.

5 11. Plaintiff InternMatch was founded in 2009 by two individuals with the goal of
6 revolutionizing the process by which students, employees, and employers search for and
7 advertise internships and entry-level career opportunities. Today, Plaintiff InternMatch is a
8 successful technology company and leader in the internship networking field.

9 12. Plaintiff InternMatch has been using the INTERNMATCH trademark in U.S.
10 commerce since at least as early as October 31, 2009.

11 13. Plaintiff InternMatch has invested an enormous amount of time, money, and
12 resources to promote and develop the goodwill associated with the INTERNMATCH
13 trademark. The INTERNMATCH trademark is recognized by the relevant portions of the
14 consuming public as a designation of the source of Plaintiff InternMatch's services.

15 14. Specifically, Plaintiff InternMatch and its INTERNMATCH services have
16 been the subject of numerous third-party news articles as well as industry recognition.
17 Attached as **Exhibit A** is a true and correct copy of just some of those news articles that were
18 published by the likes of *The Huffington Post*, Techcrunch.com, and others.

19 15. Plaintiff InternMatch's services are offered primarily through its online and
20 social media presence. Plaintiff InternMatch has maintained its website at
21 www.internmatch.com since at least as early as October 31, 2009. The website currently has
22 over 5 million page views and 150,000 applications for employment from its users per month.

23 16. As its name suggests, InternMatch began as a platform matching up college
24 students with internships. As InternMatch's initial user base matures, however, many are
25 using the site to find their first jobs after graduating.

1 17. As a critical part of its business, Plaintiff InternMatch also maintains
2 LinkedIn® and Twitter® profiles using the INTERNMATCH trademark in order to advertise
3 and promote the INTERNMATCH services. Many of Plaintiff InternMatch’s website visitors
4 arrive at the Plaintiff InternMatch website through advertising provided on Plaintiff
5 InternMatch’s social media profiles, such as Plaintiff InternMatch’s Twitter® profile under
6 the username @internmatch. As such, Plaintiff InternMatch’s social media presence is of
7 tremendous value to Plaintiff InternMatch.

8 18. On October 1, 2009, one of the founders of Plaintiff InternMatch, Andrew
9 Maguire, filed a trademark application with the United States Patent and Trademark Office
10 (“USPTO”) for the trademark INTERNMATCH (the “2009 INTERNMATCH Application”).
11 The application, Serial No. 77/839,816, covered the following services in International Class
12 035: “Online computer services, namely, providing a platform in which organizations
13 seeking interns can be connected with individuals looking to build experience, also providing
14 an on-line searchable database featuring internship listings, profile creation, and other means
15 for online network building.”

16 19. The 2009 INTERNMATCH Application received an office action based on
17 descriptiveness under 15 U.S.C. §1052(e)(1). Mr. Maguire did not respond to the office
18 action and the 2009 INTERNMATCH Application was abandoned by the USPTO as of July
19 7, 2010.

20 20. On January 6, 2014, Plaintiff InternMatch filed a new trademark application,
21 Serial No. 86/158,450 for INTERNMATCH in International Class 035 (the “2014
22 INTERNMATCH Application”) for the following services: “Employment agency services,
23 namely, providing a website with online video, audio and textual information to support
24 recruiting, employment branding, and general candidate evaluation; recruiting services for
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1 filling corporate internship positions; providing an online searchable database featuring
2 employment opportunities and content about employment.”

3 **Defendants’ Intentional, Harmful, and Fraudulent Conduct**

4 21. In or about December 2013, Plaintiff InternMatch became aware that
5 Nxtbigthing had filed a trademark application at the USPTO for INTERNMATCH for
6 services nearly identical to those offered by Plaintiff InternMatch.

7 22. Specifically, on March 27, 2013, Nxtbigthing filed an intent-to-use trademark
8 application for the trademark INTERNMATCH under Application Serial Number 85/888,232
9 (the “Nxtbigthing INTERNMATCH Application”). That application issued on November 18,
10 2014 and currently covers International Class 035 for the following services: “Online
11 computer services, namely, providing a website that offers the exchange of information in the
12 field of employment opportunities and career placement, recruitment, careers, and job listings,
13 providing an on-line searchable database featuring classified ad listings and employment
14 opportunities, career networking services, providing a web site featuring the ratings, reviews
15 and recommendations on employers and employees and places of employment for use by
16 employees, employers, business owners, and consumers.”

17 23. Nxtbigthing originally filed the Nxtbigthing INTERNMATCH Application on
18 March 27, 2013 on an intent-to-use basis. However, in its statement of use, Nxtbigthing
19 alleges a first use in commerce date of February 15, 2007.

20 24. On information and belief, Nxtbigthing was formed November 30, 2012. A
21 true and correct copy of the Delaware Secretary of State’s entity details for Nxtbigthing is
22 attached as **Exhibit B**. Nxtbigthing’s claimed first use date predates the existence of
23 Nxtbigthing as a corporation by over five years.

24 25. Nxtbigthing has not recorded any assignment documents at the USPTO
25 establishing its ownership in the rights to the INTERNMATCH trademark given that
26

1 Nxtbigthing, LLC was not formed until November 30, 2012, yet claims a use date of February
2 15, 2007.

3 26. On information and belief, the domain name www.nxtbigthing.com,
4 maintained by and under the control of Defendants, was registered June 29, 2011.

5 27. Plaintiff InternMatch's 2014 INTERNMATCH Application has been
6 suspended due to the Nxtbigthing INTERNMATCH Application.

7 28. Plaintiff InternMatch, through counsel, sent a letter to Defendant Batterman on
8 January 15, 2014, informing him and Nxtbigthing of Plaintiff InternMatch's prior rights in the
9 INTERNMATCH trademark. Mr. Batterman subsequently contacted an officer of InterMatch
10 in California with an offer to sell the Nxtbigthing INTERNMATCH Application for
11 \$325,000.

12 29. Subsequent to the offer to sell the Nxtbigthing INTERNMATCH Application,
13 Mr. Batterman wrote to Plaintiff InternMatch claiming use of the INTERNMATCH
14 trademark earlier than Plaintiff InternMatch. Mr. Batterman provided documents to Plaintiff
15 InternMatch that he claimed established use of the INTERNMATCH trademark as early as
16 2007 (the "Evidence of Use Documents"). A true and correct copy of this communication is
17 attached hereto as **Exhibit C**.

18 30. The Evidence of Use Documents consist of spurious marketing "flyers" as well
19 as an "activity log" that Mr. Batterman claims show his and/or Nxtbigthing's use of the
20 INTERNMATCH trademark as early as 2007. These documents do not appear genuine for a
21 number of reasons. Instead, they appear to have been concocted by Mr. Batterman on behalf
22 of Nxtbigthing solely to bolster his negotiating position in order to sell his fraudulently
23 prosecuted Nxtbigthing INTERNMATCH Application to Plaintiff InternMatch.

24 31. Below is a true and correct copy of a "Marketing Travel Log" provided by Mr.
25 Batterman to Plaintiff InternMatch to purportedly establish travel by Mr. Batterman to
26

1 promote his and/or Nxtbigthing's use of INTERNMATCH. The dates purportedly correspond
 2 to marketing events held at colleges and universities. However, various dates contained in the
 3 Marketing Travel Log fall on days when schools would not be in session - such as November
 4 23, 2007 (the day after Thanksgiving in 2007), December 31, 2007 (New Year's Eve), and
 5 January 2, 2010 (the day after New Years Day).

6 **Marketing Travel Log for the InternMatch™ Mark & Service**
 7 **Prepared by NxtBigThing, LLC for InternMatch, LLC.**

Date	Location
February 12, 2007	Philadelphia, PA
March 19, 2007	Washington, D.C.
March 20, 2007	McLean, VA
April 2, 2007	Atlantic City, NJ
May 22, 2007	Boston, MA
July 16, 2007	Atlantic City & Ventnor, NJ
July 23, 2007	Hershey, PA
August 21, 2007	Hamilton, NJ
September 17, 2007	Newport, RI
October 5 - 9, 2007	Washington, D.C. & Virginia
November 23, 2007	Redondo Beach, CA
November 26, 2007	San Pedro, CA
November 29, 2007	Los Angeles, CA
November 30, 2007	Santa Monica, CA
December 3, 2007	San Diego, CA
December 31, 2007	Vienna, VA
January 2, 2008	Washington, D.C.
February 11, 2008	Lake Harmony, PA
March 14 -15, 2008	Atlantic City, NJ
March 18, 2008	Atlantic City, NJ
May 9, 2008	Philadelphia, PA
May 27, 2008	Philadelphia, PA
October 10 -12, 2009	McLean, Virginia
November 27, 2009	Philadelphia, PA
December 15, 2009	Las Vegas, NV
January 2, 2010	Great Falls, Virginia
January 7, 2010	Las Vegas, NV

21 32. Below is a true and correct copy of a "Marketing Example" provided by Mr.
 22 Batterman to Plaintiff InternMatch to purportedly establish prior commercial use of the
 23 INTERNMATCH trademark by Mr. Batterman and/or Nxtbigthing. The Marketing Example
 24 contains a copyright notice with a date of "2007 - 2008."



33. An identical “Marketing Example” was submitted by Mr. Batterman to the USPTO as the specimen of use for Nxtbigthing INTERNMATCH Application. However, the specimen of use submitted to the USPTO contains a copyright notice with a date of “2014.” Below is a true and correct copy of the specimen submitted by Mr. Batterman:



1 34. Below are true and correct copies of the remaining Evidence of Use
2 Documents sent by Mr. Batterman to Plaintiff InternMatch:



1 35. Remarkably, the Evidence of Use Documents do not include any: (i) contact
2 information of the company purportedly offering these services; (ii) pricing information for
3 the services that were offered; or (iii) information where the purported Nxtbigthing
4 InternMatch services can be found.

5 36. In addition to his spurious Evidence of Use Documents, on information and
6 belief, on or about April 2014 Mr. Batterman set up an “under-construction” webpage
7 showing the INTERNMATCH trademark at the domain internsonar.com. On information and
8 belief, the internsonar.com domain was registered in 2013, many years after Plaintiff
9 InternMatch began using the INTERNMATCH trademark in commerce.

10 37. On information and belief, Nxtbigthing has no corporate or commercial
11 activities except as the listed applicant of trademark applications at the USPTO.

12 38. On information and belief, there are no publicly-available records of any *bona*
13 *fide* commercial use of the INTERNMATCH trademark by Nxtbigthing or Mr. Batterman.

14 39. Indeed, on information and belief, Nxtbigthing and Mr. Batterman currently
15 hold or control various trademark registrations and/or trademark applications that have been
16 or are being prosecuted through the use of false specimens of use at the USPTO.

17 40. As part of the trademark application process, Nxtbigthing was required to
18 submit a “specimen of use” showing how its purported trademark was used in commerce. It
19 is clear that under the Lanham Act, and the regulations promulgated by the USPTO, the only
20 acceptable specimen of use for the type of services listed in Nxtbigthing’s trademark
21 application is “a photocopy or other reproduction of a specimen of the mark as actually used
22 ... in the sale or advertising of the services.” *See* 37 C.F.R. § 2.56. During the application
23 process, Mr. Batterman was required to provide the specimen of use for the trademark.

24 41. On information and belief, Mr. Batterman “complied” with this requirement by
25 manufacturing false “flyers” purportedly showing how the trademark was used in the sale or
26

1 advertising of the services listed in the application. This representation was knowingly and
2 deceptively false. The trademark was not, and still to this day is not, used to identify
3 Nxtbigthing's services. Defendants' representations that Nxtbigthing was using the
4 INTERNMATCH trademark on advertising media was knowingly and intentionally false and
5 was made for the purpose of obtaining trademark rights to which Defendants are not entitled.

6 42. On November 18, 2014, as a result of the fraudulently-submitted specimen of
7 use, the Nxtbigthing INTERNMATCH Application issued under Registration No. 4,641,911
8 (the "'911 Registration").

9 43. On information and belief, Mr. Batterman created false documents in order to
10 fraudulently claim use of the INTERNMATCH trademark at the USPTO in order to then sell
11 his trademark application and/or registration to Plaintiff InternMatch.

12 44. Plaintiff InternMatch did not accept Mr. Batterman's offer to sell the
13 Nxtbigthing INTERNMATCH Application for \$325,000.

14 45. On information and belief, Defendants have recently undertaken a campaign to
15 pose as the superior rights holder in the INTERNMATCH trademark in order to pressure
16 Plaintiff InternMatch into purchasing Defendants' fraudulently-obtained trademark
17 registration. Specifically, Defendants have sent false trademark claim notices to the
18 LinkedIn® and Twitter® social networking services requesting that Plaintiff InternMatch's
19 social media pages utilizing the INTERNMATCH trademark be disabled. Defendants are
20 using the fraudulently obtained '911 Registration as a basis for the trademark claim notices.

21 **CAUSES OF ACTION**

22 **COUNT I**

23 **FALSE DESIGNATION OF ORIGIN (15 U.S.C. § 1125(a))**

24 46. Plaintiff InternMatch re-alleges the allegations set forth in Paragraphs 1
25 through 45 above, as if fully set forth here.

1 47. Plaintiff InternMatch owns valid trademark rights in the INTERNMATCH
2 trademark, which is entitled to protection under the Lanham Act.

3 48. Defendants have demonstrated a deliberate intent to trade off the goodwill of
4 Plaintiff InternMatch's INTERNMATCH trademark as a means of extracting money from
5 Plaintiff InternMatch and capitalizing on Plaintiff InternMatch's successful use of the
6 INTERNMATCH mark in commerce.

7 49. Defendants' use of the same INTERNMATCH mark in connection with
8 identical or highly similar services, as well as Defendants' correspondence to third parties
9 such as LinkedIn Corporation and Twitter, Inc. claiming that they own the INTERNMATCH
10 mark, is likely to cause confusion, or to cause mistake, or to deceive as to the affiliation,
11 connection, or association of Defendants with Plaintiff InternMatch, or as to the origin,
12 sponsorship, or approval of Defendants' services or commercial activities by Plaintiff
13 InternMatch.

14 50. Defendants' actions, as set forth herein, constitute false designation of origin
15 and unfair competition in violation of the Lanham Act, 15 U.S.C. § 1125(a).

16 51. By reason of the foregoing, Plaintiff InternMatch has been and will continue to
17 be irreparably harmed and damaged. Plaintiff's remedies at law are inadequate to compensate
18 for this harm and damage.

19 **COUNT II**

20 **CANCELLATION FOR FRAUD ON THE U.S. PATENT AND TRADEMARK**
21 **OFFICE**

22 52. Plaintiff InternMatch re-alleges the allegations set forth in Paragraphs 1
23 through 51 above, as if fully set forth here.

24 53. Defendants knowingly made false, material representations to the USPTO with
25 the intent to deceive the USPTO into issuing the '911 Registration.
26

1 54. Defendants’ false, material representations include their statement that they
2 began using the INTERNMATCH mark in commerce in the United States in connection with
3 the applied-for services on February 15, 2007, and that their specimen of use was used in the
4 sale or advertising of the applied-for services.

5 55. Defendants’ false, material representations caused the ’911 Registration to be
6 improperly issued by the USPTO, and now Defendants are attempting to use that improperly
7 issued registration to harm Plaintiff InternMatch and to preclude Plaintiff InternMatch from
8 doing what it is otherwise authorized to do under the law.

9 56. Plaintiff will be damaged unless the ’911 Registration is cancelled.

10 57. By reason of the foregoing, Defendants improperly obtained the ’911
11 Registration, which should be cancelled from the Federal Register.

12 **COUNT III**

13 **CANCELLATION FOR LACK OF USE IN COMMERCE**

14 58. Plaintiff hereby re-alleges the allegations set forth in Paragraphs 1 through 57
15 above, as if fully set forth here.

16 59. To obtain a United States trademark registration, the mark sought to be
17 registered must be used in commerce as a trademark in connection with the goods or services
18 listed in the application to register that mark.

19 60. Use in commerce means the *bona fide* use of a mark in the ordinary course of
20 trade, and not made merely to reserve a right in a mark.

21 61. Defendant Nxtbigthing, LLC has not used the INTERNMATCH mark in
22 commerce as a trademark in connection with the goods or services listed in the ’911
23 Registration.
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1 62. Defendant Nxtbigthing, LLC has not made a *bona fide* use of the
2 INTERNMATCH mark in the ordinary course of trade, but has instead, at best, used the mark
3 merely to reserve a right in the mark.

4 63. Defendant Nxtbigthing, LLC's failure to use the INTERNMATCH mark in
5 commerce as a trademark shows that Nxtbigthing, LLC did not meet the statutory
6 requirements to register that mark with the USPTO.

7 64. Having failed to meet the requirements for registration, the '911 Registration
8 should be cancelled from the Federal Register.

9 65. Plaintiff will be damaged unless the '911 Registration is cancelled.

10 **COUNT IV**

11 **DECLARE THAT PLAINTIFF HAS SUPERIOR RIGHTS TO DEFENDANTS IN**
12 **THE INTERNMATCH TRADEMARK**

13 66. Plaintiff InternMatch re-alleges the allegations set forth in Paragraphs 1
14 through 65 above, as if fully set forth here.

15 67. Plaintiff InternMatch started using the INTERNMATCH mark in commerce in
16 the United States in connection with advertising and business services before Defendants
17 started using the INTERNMATCH trademark in commerce in the United States.

18 68. Plaintiff InternMatch is the senior *bona fide* user of the INTERNMATCH
19 trademark in the United States.

20 69. A senior user of a trademark has superior rights to a junior user of the same
21 trademark.

22 70. As the senior user of the INTERNMATCH mark, Plaintiff InternMatch is
23 entitled to the exclusive use of that mark and to exclude others, including Defendants, from
24 using the INTERNMATCH trademark or any confusingly similar trademark.

1 71. Plaintiff InternMatch seeks declaratory relief that it is the senior user of the
2 INTERNMATCH trademark and Defendants are the junior users of that mark and/or that
3 Defendants have not used that mark; Plaintiff InternMatch has superior rights to the
4 INTERNMATCH mark over Defendants; and Plaintiff InternMatch owns the
5 INTERNMATCH mark in connection with the services provided by Plaintiff InternMatch.

6 **COUNT V**

7 **CALIFORNIA UNFAIR COMPETITION**

8 **(Cal. Bus. & Prof. Code § 17200)**

9 72. Plaintiff InternMatch re-alleges the allegations set forth in Paragraphs 1
10 through 71 above, as if fully set forth here.

11 73. Defendants' conduct as described herein constitutes "unlawful, unfair or
12 fraudulent business act[s] or practice[s] and unfair, deception, untrue or misleading
13 advertising" within the meaning of California Business & Professions Code Section 17200.

14 74. As a consequence of Defendants' actions, Plaintiff InternMatch is entitled to
15 injunctive relief and damages.

16 **PRAYER FOR RELIEF**

17 WHEREFORE, Plaintiff InternMatch prays that this Court grant it the following
18 relief:

19 1. Declare that Plaintiff InternMatch has superior rights to Defendants in the
20 INTERNMATCH trademark for advertising and business services;

21 2. Adjudge that Defendants have competed unfairly with Plaintiff InternMatch in
22 violation of Plaintiff InternMatch's rights under common law, 15 U.S.C. § 1125(a), and/or
23 California law;

24 3. Adjudge that Defendants and their agents, employees, attorneys, successors,
25 assigns, affiliates, and joint venturers and any person(s) in active concert or participation with
26

1 they; and/or any person(s) acting for, with, by, through or under them, be permanently
2 enjoined from:

3 (a) further damaging Plaintiff InternMatch’s goodwill or business reputation;

4 (b) otherwise competing unfairly with Plaintiff InternMatch in any manner;

5 and

6 (c) continuing to perform in any manner whatsoever any of the other acts
7 complained of in this Complaint;

8 4. Direct the USPTO to cancel the ‘911 Registration;

9 5. Adjudge that Plaintiff InternMatch be awarded its costs and disbursements
10 incurred in connection with this action, including Plaintiff InternMatch’s reasonable
11 attorneys’ fees and investigative expenses; and

12 6. Adjudge that all such other relief be awarded to Plaintiff InternMatch as this
13 Court deems just and proper.

14
15 Dated: December 12, 2014

Respectfully submitted,

16 K&L GATES LLP

17
18 By: /s/ J. Michael Keyes
19 J. Michael Keyes

20 Attorneys for Plaintiff
21 INTERNMATCH, INC.

22 //
23 //
24 //
25 //
26 //

DEMAND FOR JURY TRIAL

Plaintiff InternMatch, Inc. demands that this action be tried to a jury.

Dated: December 12, 2014

K&L GATES LLP

By: /s/ J. Michael Keyes
J. Michael Keyes

Attorneys for Plaintiff
INTERNMATCH, INC.

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Exhibit 16

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United States District Court
Northern District of California

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

INTERNMATCH, INC.,
Plaintiff,
v.
NXTBIGTHING, LLC, et al.,
Defendants.

Case No. 14-cv-05438-JST
**ORDER GRANTING IN PART
PLAINTIFF’S MOTION FOR
TERMINATING SANCTIONS FOR
SPOILIATION OF EVIDENCE**
Re: ECF No. 63

In this trademark dispute, Plaintiff InternMatch, Inc. alleges that Defendants Nxtbigthing, LLC and Chad Batterman fraudulently obtained registration of the trademark “INTERNMATCH” and seek cancellation of the mark. ECF No. 1. On November 12, 2015, InternMatch filed a Motion for Terminating Sanctions for Spoliation of Evidence, ECF No. 63, which the Court now considers.

I. BACKGROUND¹
A. Trademark Registration

Founded in 2009, InternMatch provides online resources and tools to connect students seeking internships with employers seeking interns. ECF No. 1 ¶ 10. InternMatch offers these resources and tools under the name “INTERNMATCH.” Id. The company started a trademark application with the U.S. Patent and Trademark Office (USPTO) in 2009 but abandoned the application by July 7, 2010. Id. ¶¶ 18–19. The application described the following services:

Employment agency services, namely, providing a website with online video, audio and textual information to support recruiting, employment branding, and general candidate evaluation; recruiting services for filling corporate internship positions; providing an online searchable database featuring employment opportunities and

¹ Unless stated otherwise, the following background facts are taken from the allegations of the Complaint.

content about employment.

Id. ¶ 20. InternMatch filed a new trademark application in January of 2014, but the application was suspended because of an application for the same mark filed by defendant Nxtbigthing. Id. ¶¶ 21, 27.

Nxtbigthing is a limited liability company owned by Chad Batterman. ECF No. 32 ¶ 2. Chad Batterman first began using the mark INTERNMATCH as a trademark for his job searching services in 2007. Id. ¶ 8. In 2012, Batterman formed Nxtbigthing, LLC to operate the business. On March 27, 2013, Nxtbigthing filed an intent-to-use trademark application for INTERNMATCH, and the application issued on November 18, 2014. ECF No. 1 ¶ 22; ECF No. 32 ¶ 22. The application described the following services:

Online computer services, namely, providing a website that offers the exchange of information in the field of employment opportunities and career placement, recruitment, careers, and job listings, providing an on-line searchable database featuring classified ad listings and employment opportunities, career networking services, providing a web site featuring the ratings, reviews and recommendations on employers and employees and places of employment for use by employees, employers, business owners, and consumers.

ECF No. 1 ¶ 22. In its statement of use, Nxtbigthing states that the trademark was first used in commerce on February 15, 2007. ECF No. 1 ¶ 23.

On January 15, 2014, InternMatch sent Batterman a letter, informing him of InternMatch's "prior rights in the INTERNMATCH trademark." Id. ¶ 28. Batterman responded by offering to settle the INTERNMATCH matter for \$325,000. Id. ¶ 29. Batterman also provided documents to InternMatch, demonstrating use of the INTERNMATCH trademark as early as 2007. Id. The documents included marketing flyers and an activity log. Id. ¶ 30; see id. ¶¶ 31–34 (providing copies of the documents sent to InternMatch). InternMatch did not accept Batterman's offer to sell his rights in the trademark. InternMatch alleges that Defendants subsequently issued trademark claim notices to various social networking services used by InternMatch. Id. ¶ 45.

B. Underlying Litigation

InternMatch filed its complaint on December 12, 2014. See ECF No. 1. In it, InternMatch alleges five causes of action: (1) false designation of origin; (2) cancellation for fraud on the

1 USPTO; (3) cancellation for lack of use in commerce; (4) declaratory judgment that InternMatch
2 has superior rights to Nxtbigthing and Chad Batterman in the INTERNMATCH trademark; and
3 (5) unfair competition under California’s Business and Professions Code section 17200. Id.
4 InternMatch alleges that “Nxtbigthing and Mr. Batterman currently hold or control various
5 trademark registrations and/or trademark applications that have been or are being prosecuted
6 through the use of false specimens of use at the USPTO.” Id. ¶ 39. InternMatch argues that
7 central to these claims is a determination of whether InternMatch or Nxtbigthing has priority in the
8 INTERNMATCH trademark and whether Batterman created and provided genuine evidence of
9 use documents. ECF No. 63 at 11.

10 Defendants Nxtbigthing and Chad Batterman answered the Complaint on February 25,
11 2015. See ECF Nos. 31, 32. Nxtbigthing also filed counterclaims alleging (1) trademark
12 infringement, (2) unfair competition under the Lanham Act; and (3) unfair competition under
13 California’s Business and Professions Code section 17200.² See ECF No. 32. Defendants’
14 Answer states that “[f]rom 2007 through current day, Mr. Batterman and Nxtbigthing have
15 continuously and extensively used the mark INTERNMATCH® in interstate commerce.” ECF
16 No. 32 ¶ 14.

17 On May 6, 2015, the parties submitted a joint case management statement and identified
18 the principal factual issues in dispute:

19 Whether the evidence of commercial use of the INTERNMATCH
20 trademark by Defendants are genuine and whether statements made
21 by Defendants in order to procure its INTERNMATCH trademark
22 registration are fraudulent, such that Defendants do not own any
rights to the trademark INTERNMATCH. Additionally, the parties
dispute whether Plaintiff is an infringer of the INTERNMATCH
trademark.

23 ECF No. 49 at 3. The parties’ joint case management statement also stated that the parties’ had
24 taken reasonable steps “to preserve evidence relevant to the issues reasonably evidence in this
25 action.” Id. at 4.

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28 ² On December 25, 2015, Nxtbigthing filed a motion to voluntarily dismiss its counterclaims.
ECF No. 83. The Court addresses that motion in a separate order.

1 **C. Loss of Evidence**

2 In discovery, InternMatch sought copies, including electronic copies, of documents that
3 would support Nxtbigthing and Batterman’s assertions that they have used the InternMatch mark
4 “continuously and extensively.”³ In response to InternMatch’s requests for production,
5 Nxtbigthing informed InternMatch that electronic copies of potentially responsive documents
6 “were irretrievably lost in August 2011 due to a lightning strike, and in April 2015 due to a power
7 surge.” See ECF No. 65-1, Keyes Decl., Ex. 7.

8 InternMatch asked Batterman about these assertions at his deposition. He testified that
9 Nxtbigthing created a database in 2007 or 2008 that permitted users to search for job postings.
10 ECF No. 64-1, Keyes Decl., Ex. 1, Batterman Tr. 62:12–23. The database was maintained on hard
11 drives. See id. at 62:24–64:10. Two separate lightning strikes hit Batterman’s office in August
12 and September or October of 2011. Id. at 75:1–14. Batterman testified that, as a result of the
13 August 2011 lightning strike, the data on the hard drives were not recoverable. Id. Batterman
14 purchased a replacement iMac desktop computer in August or September of 2011. Id. at 96:14–
15 22. Batterman transferred documents evidencing his use of the INTERNMATCH mark to the
16 desktop computer through a backup jump drive on which Batterman had stored past marketing and
17 advertising materials and financial information. Id. at 130:16–132:7. Batterman testified that he
18 was able to reconstruct a new database because many of the job postings existed in paper form.
19 Id. at 77:17–78:3.

20 Defendants allege that a power surge destroyed the iMac desktop computer and other
21 electronic devices on April 2, 2015, while this litigation was pending.⁴ Sometime between April
22 5, 2015 and April 12, 2015, various electronic devices, including the iMac desktop computer that
23 contained corporate records and marketing material central to the parties’ dispute, were discarded.
24 Defendants did not run diagnostics on the iMac desktop computer to see if the files on the hard
25

26 ³ The parties have submitted the discovery responses, but not the original requests.

27 ⁴ Correspondence between Batterman and his insurer notes that Batterman initially reported that
28 the power surge occurred on April 2, 2015. See ECF No. 65-5, Keyes Decl., Ex. 11.

1 drive could be recovered prior to discarding it. ECF No. 64-1, Keyes Decl., Ex. 1, Batterman Tr.
 2 19:9–18, 20:5–25. The desktop computer contained the only electric copies of Nxbigthing’s
 3 marketing materials that allegedly established prior use. ECF No. 63 at 15.

4 On November 12, 2015, InternMatch filed the present motion for terminating sanctions,
 5 accusing Defendants of intentionally destroying the electronic versions of the evidence of use
 6 documents. ECF No. 63. Nxtbigthing and Chad Batterman filed a response on December 1,
 7 2015.⁵ ECF No. 72. InternMatch filed a reply on December 4, 2015. ECF No. 77. The Court
 8 heard argument on December 17, 2015. ECF No. 82.

9 **II. JURISDICTION**

10 The Court has jurisdiction under 28 U.S.C. § 1338 and 28 U.S.C. § 1331.

11 **III. LEGAL STANDARD**

12 Spoliation is the destruction or significant alteration of evidence, or the failure to preserve
 13 property for another’s use as evidence in pending or reasonably foreseeable litigation. United
 14 States v. Kitsap Physicians Svs., 314 F.3d 995, 1001 (9th Cir. 2002). A party must “suspend any
 15 existing policies related to deleting or destroying files and preserve all relevant documents related
 16 to the litigation.” In re Napster, Inc. Copyright Litig., 462 F. Supp. 2d 1060, 1070 (N.D. Cal.
 17 2006) (citation omitted).

18 The court’s authority to sanction a party for despoiling evidence derives from two sources:
 19 “the inherent power of federal courts to levy sanctions in response to abusive litigation practices,
 20 and the availability of sanctions under Rule 37 against a party who ‘fails to obey an order to
 21 provide or permit discovery.’” Leon v. IDX Sys. Corp., 464 F.3d 951, 958 (9th Cir. 2006)
 22 (quoting FED. R. CIV. P. 37(b)(2)). The court may make factual findings in relation to a motion for
 23 sanctions based on the spoliation of evidence. Id. “A court may sanction spoliation by: imposing
 24 monetary sanctions; instructing the jury to draw an adverse inference against the despoiling party;
 25 excluding testimony based on despoiled evidence proffered by the despoiling party; or, if
 26 willfulness is found, entering default judgment against the despoiling party.” Columbia Pictures,
 27

28 ⁵ Defendants’ response was untimely.

1 Inc. v. Bunnell, No. 2:06CV01093 FMC–JCX, 2007 WL 4877701, at *4 (C.D. Cal. Dec. 13,
2 2007).

3 Rule 37 of the Federal Rules of Civil Procedure was recently amended, and now provides
4 as follows:

5 (e) Failure to Preserve Electronically Stored Information. If
6 electronically stored information that should have been preserved in
7 the anticipation or conduct of litigation is lost because a party failed
8 to take reasonable steps to preserve it, and it cannot be restored or
9 replaced through additional discovery, the court:

10 (1) upon finding prejudice to another party from loss of the
11 information, may order measures no greater than necessary to
12 cure the prejudice; or

13 (2) only upon finding that the party acted with the intent to
14 deprive another party of the information's use in the litigation
15 may:

16 (A) presume that the lost information was unfavorable to the
17 party;

18 (B) instruct the jury that it may or must presume the
19 information was unfavorable to the party; or

20 (C) dismiss the action or enter a default judgment.

21 FED. R. CIV. P. 37(e). Any remedy applied to a spoliator “should be designed to: (1) deter parties
22 from engaging in spoliation; (2) place the risk of an erroneous judgment on the party who
23 wrongfully created the risk; and (3) restore ‘the prejudiced party to the same position he would
24 have been absent the wrongful destruction of evidence by the opposing party.’” Apple Inc. v.
25 Samsung Elecs. Co., 881 F. Supp. 2d 1132, 1136 (N.D. Cal. 2012) (internal quotation omitted).

26 “A terminating sanction, whether default judgment against a defendant or dismissal of a
27 plaintiff’s action, is very severe.” Connecticut General Life Ins. Co. v. New Images of Beverly
28 Hills, 482 F.3d 1091, 1096 (9th Cir. 2007). Entry of a default judgment is permitted when the
disobedient party has “willfully deceived the court and engaged in conduct utterly inconsistent
with the orderly administration of justice.” Wyle v. R.J. Reynolds Indus., Inc., 709 F.2d 585, 589
(9th Cir. 1983). A terminating sanction, however, may only issue if the violation or abuse is
willful, in bad faith, or the fault of the party. Id. “Disobedient conduct not shown to be outside
the control of the litigant is sufficient to demonstrate willfulness, bad faith, or fault.” Jorgensen v.

United States District Court
Northern District of California

1 Cassiday, 320 F.3d 906, 912 (9th Cir. 2003) (quoting Hyde & Drath v. Baker, 24 F.3d 1162, 1166
2 (9th Cir. 1994)).

3 The Ninth Circuit identifies five factors a court must weigh in determining whether the
4 terminating sanction is justified:

- 5 (1) the public’s interest in expeditious resolution of litigation; (2)
- 6 the court’s need to manage its dockets; (3) the risk of prejudice to
- 7 the party seeking sanctions; (4) the public policy favoring
- 8 disposition of cases on their merits; and (5) the availability of less
- 9 drastic sanctions.

8 Leon, 464 F.3d at 958. Finally, “due process concerns further require that there exist a
9 relationship between the sanctioned party’s misconduct and the matters in controversy such that
10 the transgression ‘threaten[s] to interfere with the rightful decision of the case.’” Anheuser-Busch,
11 Inc. v. Nat. Beverage Distributors, 69 F.3d 337, 348 (9th Cir. 1995) (quoting Wyle v. R.J.
12 Reynolds Indus., Inc., 709 F.2d 585, 591 (9th Cir. 1983)).⁶

13 **IV. DISCUSSION**

14 As part of the Court’s inherent power, InternMatch requests that the Court grant default
15 judgment against Defendants on all of InternMatch’s claims and dismiss with prejudice
16 Nxtbigthing’s counterclaims. Alternatively, InternMatch requests that the Court (1) give an
17 adverse inference jury instruction, informing the jury that Defendants destroyed evidence that
18 would have supported InternMatch’s claims, and (2) preclude Defendants from offering testimony
19 or argument that the spoliated evidence supports (or would have supported) Defendants’
20 allegations that they have priority to the trademark. InternMatch also requests that the Court
21 impose monetary sanctions against Defendants. See ECF No. 63.

22
23 _____
24 ⁶ Different courts have applied different tests in determining the appropriate sanction for the
25 spoliation of electronic evidence. The recent amendments to Rule 37 were “designed to provide a
26 uniform standard in federal court for use of these serious measures when addressing failure to
27 preserve electronically stored information.” Advisory Committee Notes, FED. R. CIV. P. 37.
28 Whether a district court must now make the findings set forth in Rule 37 before exercising its
inherent authority to impose sanctions for the spoliation of electronic evidence has not been
decided. Here, the Court determines both that the Defendants’ conduct was willful and in bad
faith, and that defendants “acted with the intent to deprive another party of the information’s use
in the litigation.” FED. R. CIV. P. 37(e)(2). Accordingly, it need not resolve the question of the
relationship of the recent amendments to the existing case law.

1 **A. Duty to Preserve Relevant Evidence**

2 Defendants were under a duty to preserve documents that showed their prior use of the
3 disputed mark. “As soon as a potential claim is identified, a litigant is under a duty to preserve
4 evidence which it knows or reasonably should know is relevant to the action.” In re Napster, 462
5 F. Supp. 2d at 1067. Shortly after litigation commenced, “previous lead counsel”⁷ instructed
6 Batterman to print out a sample of relevant records, including Nxtbigthing’s marketing fliers, and
7 screenshots of the properties of some of the files, showing the file’s size, local path location,
8 creation date, and last-modified date. Batterman Decl. ¶ 5. Batterman states that about 100 pages
9 were printed out. ECF No. 64-1, Keyes Decl., Ex. 1, Batterman Tr. 19:24–20:4. These documents
10 purportedly showed Nxtbigthings evidence of prior use of the disputed mark.

11 The documents on the discarded iMac desktop computer assertedly included electronic
12 versions of Defendants’ evidence of use documents. These documents were unarguably relevant
13 to Defendants’ claims in the litigation, as well as to InternMatch’s assertion that “Defendants
14 fabricated documents to show their ‘use’ of the InternMatch mark.” ECF No. 63 at 8.

15 InternMatch argues that Defendants were clearly on notice of their duty to preserve
16 evidence no later than the date that both Defendants were served with the Complaint in January
17 2015. ECF No. 63 at 21. That duty extended to historical and electronic versions of the
18 documents showing Defendants’ prior use of the mark, because the Complaint alleges that those
19 documents are not genuine. ECF No. 1 ¶¶ 30, 32–35. The Court finds that at least by January
20 2015, Defendants knew about the present action and were under a duty to preserve relevant
21 evidence.

22 The evidence shows that Defendants violated this duty. Batterman testified that the only
23 electronic versions of the evidence of use documents were on the iMac desktop which was
24 discarded months after litigation began. ECF No. 64-1, Keyes Decl., Ex. 1, Batterman Tr. 19:19–
25

26 ⁷ Defendants were previously represented by Andrew Serros at Schinner and Shain, LLP and Jill
27 Browning and Jeffrey Handelsman of Greenblum & Bernstein, P.L.C. See ECF No. 37. On
28 March 6, 2015, Browning and Handelsman moved to withdraw as counsel of record. Id. On
 March 19, 2015, notice of substitution of counsel was provided noting that Quinn Chevalier of
 Schinner & Shain, LLP would be the substituted counsel of record for Defendants. ECF No. 41.

1 20:4. At his deposition, Batterman testified that he could not recall whether he or his wife, Silvia
 2 Santo, discarded that particular computer, *id.* at 19:3–10, but he later submitted a declaration
 3 averring that his wife discarded it. ECF No. 73, Batterman Decl. ¶ 24 (“The devices that my wife
 4 disposed of contained all of NXT’s electronically stored information and data, including all
 5 electronic copies of NXT’s marketing materials that are the subject of this litigation.”). Santo also
 6 declared that she discarded the iMac desktop. ECF No. 74, Santo Decl. ¶ 7.

7 Prior to discarding the desktop, Batterman did not make any effort to determine whether
 8 the hard drive on the desktop was salvageable or any data could be recovered from it. ECF No.
 9 64-1, Keyes Decl., Ex. 1, Batterman Tr. 20:5–25. As a result, the parties can only access the few
 10 existing paper copies of the relevant documents, rather than the electronic files, which would
 11 include valuable information such as the creation and modification history of the files.

12 Because the duty to preserve relevant evidence attached by January 2015, and Defendants
 13 violated that duty, the Court must determine whether to impose sanctions, and if so, in what form.
 14 As discussed below, the appropriate sanction depends on the culpability of the Defendants and the
 15 resulting prejudice to InternMatch. *In re Napster*, 462 F. Supp. 2d at 1070.

16 **B. Spoliation of Evidence**

17 InternMatch argues Defendants intentionally discarded devices that contained the
 18 electronic versions of the evidence of use documents and that the April 2015 power surge alleged
 19 by Defendants is implausible. *See* ECF No. 63 at 8. To support its contentions, InternMatch
 20 compares Batterman’s deposition testimony with statements made to his insurer and materials he
 21 submitted to his insurer for his claim.

22 **1. Denial of Further Coverage on Batterman’s Insurance Claim**

23 After the alleged power surge, Batterman submitted claims to his homeowner’s insurance
 24 carrier, Homesite Home Insurance, and to his business insurance carrier, The Hartford. ECF No.
 25 73, Batterman Decl. ¶ 18. Batterman states that “[b]oth investigations concluded that the power
 26 surge happened, and both insurance carriers paid out on the claims.” *Id.* ¶ 20. Homesite did pay
 27 out nearly \$19,000, but part of Batterman’s claim “was denied because they said that some of the
 28 affected equipment was used for business purposes, and thus not covered by [his] homeowner’s

1 policy.” Id. ¶ 15. Batterman asserts that his insurance carrier has never accused him of
2 committing fraud. Id. ¶ 16.

3 Records subpoenaed from Batterman’s homeowner’s insurance carrier, however, do not
4 support his contentions. While the insurance carrier paid out roughly \$18,000 in two installments,
5 the carrier denied further coverage of the claim.⁸ In fact, after conducting an investigation of
6 Batterman’s claims, Homesite denied coverage, citing “concealment or fraud” as the reason for the
7 exclusion. See ECF No. 65-5, Ex. 11; ECF No. 65-6, Ex. 12.

8 In a letter dated June 26, 2015, Homesite noted a number of inconsistencies with
9 statements made throughout the claims process “which supports that misrepresentation of material
10 facts of the loss has occurred.” ECF No. 65-5, Ex. 11. The insurer noted the following issues:

- 11 • On March 25, 2015, Batterman called to ask about coverage for damages due to a
12 power surge but stated there were no damages at the time. On April 4, 2015,
13 Batterman filed a claim for a power surge that occurred on April 2, 2015.
- 14 • Batterman initially claimed he heard a loud noise due to a power surge that blew
15 the breaker and damaged the devices. In a subsequent statement made to a field
16 investigator, Batterman stated that he was out running errands and not at home
17 when the surge occurred.
- 18 • Homesite instructed Batterman that he would need to run a diagnostic report on the
19 items but he stated that he could not wait that long. In a subsequent statement to
20 the field investigator, Batterman stated that an electrician ran diagnostics on all of
21 the damaged items. Batterman stated he could not take the computers to have
22 diagnostics performed because he did not own a vehicle. However, Santo revealed
23 to the field investigator that Batterman used a vehicle to dispose of the electronics.
- 24 • On April 10, 2015, Batterman informed the insurer that he still had items that were
25 damaged. The insurer instructed Batterman on the salvage process, but Batterman
26 expressed concern about sensitive data that would be turned over to the insurer. On
27 April 14, 2015, the salvage adjuster called regarding the items but Batterman
28 informed the adjuster that all items were thrown out and that the insurer did not
inform him about the salvage process.

Id.

The insurer followed up on July 24, 2015, to respond to Batterman’s inquiries regarding

⁸ InternMatch points out that the insurer’s denial letters came only weeks before Batterman’s deposition. Yet at his deposition, Batterman insisted that his claims were properly paid out. See, e.g., ECF No. 64-4, Ex. 4, Batterman Tr. 231:21–242:3.

1 the denial letter. The insurer reiterated the inconsistencies cited above, and also raised additional
2 concerns:

- 3 • The insurer suggested that Batterman take the items to Best Buy for diagnostics and
4 he insisted that he would not do that because of proprietary information on his
5 computers and because he lacked a vehicle. However, in Batterman's July 15,
6 2015 email, he denies saying that he wouldn't take the items to Best Buy and that
7 Best Buy does not offer diagnostics testing.
- 8 • Batterman's email noted that the electrician made two visits: one to inspect the
9 outlets and another to inspect the computer equipment and run diagnostics. The
10 insurer only received "a generic invoice dated 4/7/15" regarding the first visit. The
11 insurer never received the diagnostics report or invoice from the second visit. In a
12 subsequent conversation with the field investigator, the electrician stated he
13 changed four outlets and looked at a computer and printer.
- 14 • The insurer instructed Batterman to obtain diagnostics on all damaged items;
15 however, Batterman did not comply and discarded the computers. The insurer
16 noted their initial payment "was made in good faith" without Batterman having
17 completed the requested diagnostics.
- 18 • The receipts for electronics submitted by Batterman show redactions or alterations.
19 One invoice shipped items to a business called Diamond Ridge Camps. Batterman
20 stated he had never worked there, but the insurer's investigations identified that he
21 had previously been an employee there.
- 22 • Both the power company and the property manager had zero reports of surge-
23 related activity.

24 ECF No. 65-6, Ex. 12. This letter again identified "concealment or fraud" as the policy exclusion.

25 Id.

26 On August 7, 2015, the insurer again confirmed that it would deny the remaining portions
27 of the claim. ECF No. 66-1, Ex. 13.

28 Internal records from the insurer also show that upon subsequent investigation into
Batterman's claim, the insurer declined paying further on the claim due to misrepresentation. ECF
No. 66-2, Ex. 14. The records also detail Batterman's correspondence with the insurer, in which
stated that he did not agree to release of the details of the claim if the insurer was subpoenaed.⁹

⁹ Defendants point out that that Batterman's business insurance policy has released \$5,000 to assist in the replacement of the items in the power surge. ECF No. 72 at 8; ECF No. 73-1, Batterman Decl., Ex. A. Beyond a confirmatory email from the insurance company, Batterman has not submitted additional information regarding that claim.

1 See id.

2 **2. Implausibility of the Power Surge**

3 On March 25, 2015, Batterman called Homesite Home Insurance, his insurance carrier, to
 4 inquire about how a power surge claim would be handled.¹⁰ See ECF No. 65-5, Ex. 11; ECF No.
 5 65-6, Ex. 12. Batterman had no damage to report at that time. Id. Ten days later, on April 4,
 6 2015, Batterman filed a claim, alleging that on April 2, 2015 – a mere eight days after his call
 7 asking about power surge claims – his apartment experienced a power surge that irreparably
 8 damaged several electronic devices in his home office. See id. Batterman claims that all
 9 electronic devices plugged into affected outlets were “fried,” including: “two iMac desktops, at
 10 least one MacBook laptop, a printer, a Pogo plug, and two or three external hard drives.” ECF No.
 11 73, Batterman Decl. ¶ 10. InternMatch contends that this chronology of events demonstrates that
 12 Defendants fabricated the power surge story. ECF No. 63 at 17.

13 According to Defendants, the power surge affected four to six electrical outlets and the
 14 electronic devices in one part of the home office of their apartment, but the rest of the apartment
 15 had electricity. See, e.g., ECF No. 64-6, Keyes Decl., Ex. 6, Santo Tr. 89:13–17. Batterman
 16 never notified the landlord or property manager of the surge. Id., Ex. 3, Batterman Tr. 179:15–18;
 17 Ex. 4, Batterman Tr. 284:22–23. A separate insurance coverage letter from Homesite Home
 18 Insurance, detailing why the additional coverage was denied, noted that its field investigator
 19 concluded that no reports of any surge related activity were made to the power company and the
 20 property manager during the time of the alleged power surge. ECF No. 65-12, Keyes Decl., Ex.
 21 12. InternMatch’s electrical engineering expert, Joseph Greco, also reports that there was no
 22 evidence of lightning occurring in the area during the time period of the alleged power surge. ECF
 23 No. 70-1, Ex. 1 at 7. The expert also concluded that a scenario where only four or five electrical
 24 outlets were affected is “highly unlikely.” Id. at 6.

25 _____
 26 ¹⁰ Batterman states he was motivated to inquire about his policy because “stormy weather” in
 27 March 2015 reminded him of a prior lightning strike and the effect it had on his equipment. ECF
 28 No. 63 ¶ 8. This prompted him to call this carrier to find out the scope of coverage for lightning
 strikes and power surges. Id. Batterman testified that in 2011, lightning actually struck the same
 place twice – in August of 2011, destroying all hard drives, and September or October of 2011,
 destroying his firewall. ECF No. 64-1, Ex. 1, Batterman Tr. 75:1–9.

1 Defendants offer an expert rebuttal from Dr. John Tobias. See ECF No. 75, Exs. A-C.
 2 Tobias states that many transient power outages are caused by internal sources within a facility.
 3 See id., Ex. B at 4. Tobias also opines that “situations” within a residence can cause a transient
 4 power outage to only one branch circuit, and that Greco’s report did not rule out that possibility as
 5 a cause of the damage in this case. Id. at 5. Finally, Tobias places emphasis on the testimony of
 6 the electrician, Stephen Crooks, who came to inspect and replace the electrical outlets after the
 7 alleged power surge. Tobias notes that “Mr. Crooks’ opinion that the receptacles and equipment
 8 listed in his statement were damaged by ‘surge’ or overcurrent needs consideration, as the only
 9 third party and person with electrical training that is known to have observed the physical
 10 evidence consisting of the damaged equipment.” Id. at 6.

11 The Court need not weigh the competing opinions of the parties’ experts. Batterman’s
 12 story about the power outage simply is not plausible. His phone call to his insurance carrier a
 13 mere eight days before the alleged power surge was not a coincidence. The inconsistencies within
 14 his insurance claims, and between his deposition testimony and his filed claims, strengthen the
 15 conclusion that Batterman fabricated his account regarding the power surge.

16 3. Batterman’s Representations about the Electrician

17 As part of the materials submitted to verify his insurance claim, Batterman included an
 18 invoice from an electrician named Steve Crooks.¹¹ ECF No. 66-3, Ex. 15. The invoice
 19 generically states that it is an “Electrical Work Order” and does not identify the company
 20 providing the services. See id. The invoice charges \$300 for an outlet voltage test and
 21 replacement of four outlets.¹² Id. When asked at his deposition about the name of the electrician,
 22 Batterman repeatedly testified that he could not recall the name of his electrician:

23 Q. Okay. And I believe you testified that you, you weren’t the one
 24

25 ¹¹ InternMatch notes that this invoice was not produced by Defendants, but rather obtained as a
 26 result of InternMatch’s subpoena to the insurance carrier. InternMatch received this information
 after depositions of both Batterman and Crooks concluded. See ECF No. 77 at 4 n.5.

27 ¹² Batterman also reported to his insurer that an electrician performed work twice: the first time, to
 28 replace the outlets and conduct a volt test and the second time, to run diagnostics on his electronic
 devices. Batterman did not produce any evidence to substantiate the second visit. See ECF No.
 65-5, Ex. 11; ECF No. 65-6, Ex. 12.

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responsible for contacting the electrician to have the outlets changed, right?

A. No, I didn't say that. I said I didn't recall the name of the electrician that came out.

Q. You what?

A. I said I didn't recall the name of the electrician that came out to change the outlets.

Q. Okay. So sorry if I misunderstood that, so did you, did you personally place a call to the electrician to have the electrician come and –

A. I did. I did.

...

Q. Hold on. Do you have any records of who the electrician was that came to the, that came to the apartment to switch out the outlets?

A. I will check.

ECF No. 64-3, Ex. 3, Batterman Tr. 177:17–178:18.

Q. Okay. How did you get the name of the electrician, if you recall?

A. Doing previous work at my, doing work at my previous job.

Q. You recall -- I don't get it, you recalled the name of this individual from your previous job?

A. I looked it up.

Q. Where did you look it up?

A. I believe notes from my old position.

Q. Notes from your old position?

A. Contact information, yes.

Q. Notes from your old position U.S. Rec?

A. Yes.

Q. Okay. And do you still have those notes?

A. No, I looked him up and I found what I needed and I discarded them.

...

Q. So you've used this electrician on at least two occasions then?

A. Yes.

Q. And you don't remember the name of the company?

A. I do not. Not offhand.

Q. And you don't remember the name of the individual?

A. No. I'll have to check my records.

Id. at 180:3–22; 182:10–17.

On a separate day of his deposition, Batterman again affirmed that he could not recall the

1 name of the electrician, Steve Crooks:

2 Q. How did you find his number?

3 A. I told you on Tuesday. I went to my previous job and I found his
4 number there, and then I contacted him. And he made arrangements
5 to come and swap the receptacles out and test for the electrical
6 disturbance.

7 Q. And you -- you don't -- I can't remember, do you remember his
8 first name and you don't remember his last name?

9 A. Not off the top of my head, I don't.

10 Q. You don't remember either the first or last name?

11 A. I don't remember who the electrician was right now.

12 Q. Okay. And you don't remember what company he was with?

13 A. I don't. I don't think -- I don't know if he was with a company or
14 by himself.

15 ECF No. 64-4, Ex. 4, Batterman Tr. 298:17–299:12.

16 When the insurance carrier's field investigator contacted Crooks, as part of its
17 investigation into the claim, Crooks stated that a friend had referred him, but when asked the
18 friend's name, he said that he did not know. ECF No. 66-2, Ex. 14.

19 Batterman's repeated, emphatic lack of recollection as to Crooks' identity, as the
20 electrician who made these repairs, strains belief. At Crooks' deposition, Crooks testified that he
21 has known Batterman for several years and has assisted Batterman with passing out flyers on 18 to
22 24 separate occasions. ECF No. 64-5, Ex. 5, Crooks Tr. 20:12–23, 35:10–23. As part of their
23 Rule 26(a)(1) initial disclosures, Defendants identified Stephen Crooks, an electrical engineer with
24 SEPTA, as a person "likely to have knowledge of issues related to the use of the trademark
InternMatch since 2007." ECF No. 65-2, Ex. 8. Defendants stated that Crooks used the job
service "for years" and also distributed marketing materials for Nxtbigthing "for years." Id.
Batterman explicitly discussed Crooks as an individual who helped promote the trademark. See
ECF No. 64-1, Ex. 1, Batterman Tr. 54:5–21, 56:21–24, 153:7–17, 154:9–14.

25 The Court can only conclude that either Batterman lied under oath when he stated he could
26 not recall the name of his electrician or lied when submitting the invoice for electrical repairs to
27 his insurer. In either event, Batterman's duplicitous statements regarding Crooks further support
28 the conclusion that Batterman's power surge story is a fabrication.

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4. Discarded Devices

Batterman and Santo testified that after the power surge, they tried to turn on the affected devices, but none would power up. ECF No. 73, Batterman Decl. ¶ 21; ECF No. 74, Santo Decl. ¶ 4. After this discovery, however, Batterman never took the devices to a technician to run diagnostics on the affected devices in order to determine whether the devices or data on the devices could be salvaged. At his deposition, Batterman confirmed that he did not try to salvage the iMac desktop:

Q. So you discarded the October 2011 desktop?

A. Along with some other electronics, yes.

Q. We'll get to those. But who was the one that actually discarded the October 2011 desktop Mac. Was that you?

A. I don't recall. It was myself or my wife, because I believe she discarded a few items and I discarded a few items.

Q. What did you do, just throw it in the garbage?

A. Yeah.

Q. Did you try to salvage it or safe the hard drive?

A. No, mostly because the smell. It was smell like a burnt after keeping it in our apartment for a few days, it just permeated the apartment and it was unbearable so that's why -- that's the main -- really the main reason why it was discarded. Other than that, we would have kept it.

Q. So the October 2011 desktop Mac, it had corporate records on it, right?

A. Um, I believe so. Yeah, I believe so.

Q. You would have had copies of NextBigThing marketing and advertising collateral?

A. Correct. But I also printed everything out in preparation of Greenblum & Bernstein advised me to do.

ECF No. 64-1, Keyes Decl., Ex. 1 Batterman Tr. 19:1–25. Although his home insurance company suggested that he take the computers to Best Buy to run diagnostics, Batterman stated that Best Buy informed him they could not offer technical services in connection with insurance claims. Batterman Decl. ¶ 21. Batterman did not seek out other services.

Batterman and Santo noted that the affected devices emitted a “strong, foul odor of burnt plastic and electronics.” ECF No. 72 at 9; Batterman Decl. ¶ 23; Santo Decl. ¶ 6. Defendants argue that because the odor caused nausea, Santo discarded the affected electronic devices,

1 including the iMac desktop and two or three external hard drives. ECF No. 72 at 10. These
2 specific devices “contained all of [Nxtbigthing]’s electronically stored information and data,
3 including all electronic copies of [Nxtbigthing]’s marketing materials that are the subject of this
4 litigation.” Id.; Batterman Decl. ¶ 24. Coincidentally, Santos discarded all of the devices used by
5 Nxtbigthing and Batterman discarded all of the devices used personally. See id.; Batterman Decl.
6 ¶ 27.

7 In opposing the present motion, Defendants primarily argue that although the electronic
8 devices were discarded after litigation began, they were not discarded *by Defendants*, and so
9 Defendants bear no responsibility for the loss of evidence. According to them, all of the relevant
10 electronic devices were discarded by Santo, “and she did so of her own accord without notifying
11 Defendants in advance.” ECF No. 72 at 12. Defendants stress that Santo, with heightened
12 olfactory sensitivities from her pregnancy, had no option *but* to discard the devices. Batterman
13 and Santo had no alternative storage space and Santo was unaware of the “need to safeguard any
14 potentially relevant evidence for this litigation.” Id. at 10.

15 The Court does not find it credible that *even if* the power surge occurred and *even if* the
16 power surge damaged the electronic devices, Santo discarded only the electronic devices used by
17 Nxtbigthing, and Batterman discarded only his personal electronic devices purely by happenstance
18 – or that such a division of effort occurred at all.

19 Finally, even if the Court accepted this strained version of events in its entirety (and it does
20 not), Nxtbigthing would still be culpable for spoliation, because Defendants would still have failed
21 in their obligation to ensure that relevant evidence be preserved. For example, Santo was
22 apparently never informed about the parameters of the lawsuit against Batterman and Nxtbigthing,
23 or her duty to preserve evidence, see ECF No. 73, Batterman Decl. ¶ 25; ECF No. 74, Santo Decl.
24 9, even though she is a contributor to Nxtbigthing and was identified in Defendants’ initial
25 disclosures as an individual with discoverable information:

26 This person is likely to have knowledge of issues related to the use
27 of Defendants’ trademark InternMatch since 2007. Ms. Santo has
28 used Defendants’ service over the years to search for job
availability, and has traveled the country assisting in the marketing
of Defendants’ business. Ms. Santo has assisted in the graphic

1 designs of marketing materials. Ms. Santo's relationship began in
2 Pennsylvania.

3 ECF No. 65-2, Ex. 8. In light of Santo's role at Nxtbigthing, Defendants failed to meet their
4 discovery obligations by failing to communicate their discovery obligations to her. See Nat'l
5 Ass'n of Radiation Survivors v. Turnage, 115 F.R.D. 543, 557–58 (N.D. Cal. 1987) (“The
6 obligation to retain discoverable materials is an affirmative one; it requires that the agency or
7 corporate officers having notice of discovery obligations communicate those obligations to
8 employees in possession of discoverable materials.”). Defendants also failed to take any steps to
9 safeguard relevant evidence once the alleged power surge occurred, having never verified whether
10 data from the affected devices could be retrieved and preserved. InternMatch's expert, Christian
11 Hicks, stated that even if a computer had been damaged by a power surge, it is possible for a
12 technician “to remove the storage medium and connect it to a working computer.” ECF No. 67-5,
13 Ex. 23. If the data is intact, a technician could then copy the data onto a new storage device. Id.
14 Batterman did not explore this process.

15 The Court finds that at the very least, Defendants consciously disregarded their obligations
16 to preserve relevant evidence. There is no evidence that Defendants took any steps to preserve
17 relevant information after the litigation began. They did not communicate their evidence
18 preservation obligations to Santo, even though she performed marketing and does graphic design
19 tasks for Nxtbigthing and has access to Nxtbigthing's electronic devices. After the alleged power
20 surge, Defendants failed to identify whether data from the electronic devices might be recoverable,
21 and instead simply discarded the devices.

22 The Court also finds Defendants' evidence that the surge occurred in the first place to be
23 unbelievable. Not only is the alleged chronology of events highly improbable, but Defendants'
24 story is filled with inconsistencies. The Court does not know what actually happened to the
25 missing evidence, if it ever existed, but concludes that Defendants have failed to show that it was
26 lost in a power surge.

27 In light of the foregoing, the Court concludes that Defendants willfully spoliated evidence.
28 The Court further finds that the extraordinary measures Batterman undertook to mislead opposing
counsel and the Court merit a finding of bad faith.

1 **C. Warranted Sanctions**

2 **1. Default Judgment**

3 Once a court finds that evidence has been destroyed, it must determine whether sanctions
4 are appropriate. InternMatch seeks a terminating sanction, i.e., the entry of default judgment,
5 against Defendants or, in the alternative, an adverse inference jury instruction and the exclusion of
6 certain evidence.

7 Courts in this circuit apply a five-factor test to determine whether a terminating sanction is
8 warranted. See Leon, 464 F.3d at 958 (identifying (1) the public’s interest in expeditious
9 resolution of litigation; (2) the court’s need to manage its dockets; (3) the risk of prejudice to the
10 party seeking sanctions; (4) the public policy favoring disposition of cases on their merits; and (5)
11 the availability of less drastic sanctions). The court need not make explicit findings regarding
12 each of these factors, but must make a finding of “willfulness, fault, or bad faith” for dismissal to
13 be proper. Id.

14 The first two factors weigh in favor of a default judgment. Computer Task Grp., Inc. v.
15 Brotby, 364 F.3d 1112, 1115 (9th Cir. 2004). The public and the Court have a strong interest in
16 judicial efficiency and the prompt resolution of cases. Defendants’ willful spoliation of evidence
17 and the resulting need to resolve the instant motion for sanctions weigh in favor of default
18 judgment. The fourth factor – the public policy in favor of deciding cases on the merits – weighs
19 against a terminating sanction. Id. However, the fourth factor alone does not outweigh the others
20 when determining terminating sanctions. See Rio Properties, Inc. v. Rio Int’l Interlink, 284 F.3d
21 1007, 1022 (9th Cir. 2002) (“While the public policy favoring disposition of cases on their merits
22 weighs against default judgment, that single factor is not enough to preclude imposition of this
23 sanction when the other four factors weigh in its favor.”).

24 The third factor looks at the risk of prejudice. Prejudice to the moving party exists if the
25 non-moving party’s discovery abuses “impair the [moving party’s] ability to go to trial or threaten
26 to interfere with the rightful decision of the case.” In re Phenylpropanolamine (PPA) Prods. Liab.
27 Litig., 460 F.3d 1217, 1227 (9th Cir. 2006).

28 As a result of the spoliation, InternMatch is unable to verify the genuineness of

1 Nxtbigthing’s evidence of use documents. InternMatch argues that this is the only documentary
 2 proof of Defendant’s use of the INTERNMATCH mark pre-dating InternMatch’s use. ECF No.
 3 63 at 11–12. Without access to the electronic versions of these documents, InternMatch cannot
 4 determine the date the files were created, the history of the modifications made to the files, and
 5 other relevant information. InternMatch is unable to test their claim that the documents were
 6 “concocted by Mr. Batterman on behalf of Nxtbigthing” without these electronic files. See ECF
 7 No. 1 ¶ 30. Defendants’ spoliation has prejudiced InternMatch by impairing its ability to attack
 8 Defendants’ claims of prior use at trial. See Leon, 464 F.3d at 960 (concluding that district court
 9 did not err in finding prejudice where one party deleted files that were obviously relevant to the
 10 litigation).

11 Finally, the fifth factor looks at the availability of less drastic sanctions. To evaluate this
 12 factor, the Court examines: “(1) whether the district court explicitly discussed the feasibility of
 13 less drastic sanctions and explained why such alternate sanctions would be inappropriate; (2)
 14 whether the district court implemented alternative sanctions before ordering dismissal; and (3)
 15 whether the district court warned the party of the possibility of dismissal before ordering
 16 dismissal.”¹³ Anheuser-Busch, Inc. v. Nat. Beverage Distributors, 69 F.3d 337, 352 (9th Cir.
 17 1995). InternMatch argues that a terminating sanction is the only appropriate one, “both for its
 18 deterrent effect and to remedy the prejudice inflicted on [InternMatch] and on the court.” ECF No.
 19 63 at 26 (quoting Atl. Recording Corp. v. Howell, No. CV-06-02076-PHX-NVW, 2008 WL
 20 4080008, at *3 (D. Ariz. Aug. 29, 2008)).

21 In Howell, recording companies accused the defendant of copyright infringement for
 22 downloading their sound recordings and distributing them to other users. Id. at *1. Initially, the
 23 defendant did not cooperate with the plaintiffs’ requests to conduct a forensic examination of his
 24 computer hard drive and the backups he allegedly created. Id. The defendant removed the
 25

26 _____
 27 ¹³ The second and third considerations are inapplicable here because Defendants spoliated
 28 evidence before the Court had an opportunity to compel discovery or otherwise order “lesser
 sanctions” and before the Court had any opportunity to warn Defendants. See Leon, 464 F.3d at
 960.

1 program and the contents on his shared folder after receiving notice of the lawsuit. Id. He
2 untruthfully testified that he created backups of his shared folder although the creation dates
3 suggest that the “backups” were created later. Id. The defendant also reinstalled his computer’s
4 operating system and installed a program to permanently delete all traces of certain files on his
5 computer. Id. at *2. Ultimately, the district court found that terminating sanctions were warranted
6 because the defendant repeatedly destroyed evidence central to the factual allegations in the case.
7 Id. The court stressed that the defendant testified to facts that could not be disproved because he
8 destroyed relevant evidence. Id. The “timing and character” of the defendant’s actions show that
9 they were deliberately calculated to conceal the truth and that he willfully destroyed evidence to
10 deceive the court.” Id. The court concluded without the evidence, the recording companies and
11 the court could not examine the factual accuracy of the defendant’s defenses and “made it
12 impossible to decide the case on the merits.” Id. Imposition of a default judgment was
13 appropriate because “[o]ne who anticipates that compliance with discovery rules, and the resulting
14 production of damning evidence, will produce an adverse judgment, will not likely be deterred
15 from destroying that decisive evidence by any sanction less than the adverse judgment he (or she)
16 is tempted to thus evade.” Id. at *3 (quoting Computer Assoc. Int’l v. Am. Fundware, Inc., 133
17 F.R.D. 166, 170 (D. Colo. 1990).

18 Howell lends some weight to InternMatch’s request for terminating sanctions. Unlike in
19 Howell, however, the Court can still resolve this case on the merits. InternMatch seeks
20 declaratory relief “because it is the true owner of the INTERNMATCH trademark and its rights
21 are prior to and supersede the rights that Defendants assert in the mark.” ECF No. 1 ¶ 7. A
22 federal registration is “prima facie evidence of the validity of the registered trademark.” 15 U.S.C.
23 § 1057. InternMatch, as the party claiming ownership, must establish that it was “the first to
24 actually use the mark in the sale of goods or services.” Sengoku Works Ltd. v. RMC Int’l, Ltd.,
25 96 F.3d 1217, 1219 (9th Cir.) as modified, 97 F.3d 1460 (9th Cir. 1996). After the imposition of
26 appropriate evidentiary sanctions, InternMatch will be able argue prior use, and any prejudice to it
27 will be largely if not entirely cured.

28 The Court concludes that sanctions short of entry of default are appropriate. See In re

1 Napster, 462 F. Supp. 2d at 1077.

2 **2. Evidentiary Sanctions**

3 InternMatch's alternative request is that, in the alternative, the Court give an adverse
4 inference jury instruction, informing the jury that (1) Defendants destroyed evidence in bad faith
5 and (2) the evidence Defendants destroyed and/or failed to preserve would have been favorable to
6 InternMatch.

7 "[A] party seeking an adverse inference instruction based on the destruction of evidence
8 must establish (1) that the party having control over the evidence had an obligation to preserve it
9 at the time it was destroyed; (2) that the records were destroyed with a culpable state of mind; and
10 (3) that the destroyed evidence was relevant to the party's claim or defense such that a reasonable
11 trier of fact could find that it would support that claim or defense." In re Napster, 462 F. Supp. 2d
12 at 1078 (quoting Hamilton v. Signature Flight Support Corp., No. C 05-0490, 2005 WL 3481423,
13 at *3 (N.D. Cal. Dec. 20, 2005)).

14 As discussed above, the evidence before the Court satisfies these criteria. Defendants
15 willfully failed to preserve relevant evidence of use documents that they had a duty to preserve.
16 InternMatch is entitled to an adverse inference instruction. The precise wording of the instruction
17 will be determined at trial.¹⁴

18 _____
19 ¹⁴ Without now deciding the appropriate wording of the instruction, the Court notes that Judge
20 Grewal recently ordered that the following adverse inference instruction be given in another
spoliation case in this district:

21 Samsung has failed to prevent the destruction of relevant evidence
22 for Apple's use in this litigation. This is known as the "spoliation of
23 evidence." I instruct you, as a matter of law, that Samsung failed to
24 preserve evidence after its duty to preserve arose. This failure
25 resulted from its failure to perform its discovery obligations. You
26 also may presume that Apple has met its burden of proving the
27 following two elements by a preponderance of the evidence: *first*,
28 that *relevant* evidence was destroyed after the duty to preserve
arose. Evidence is relevant if it would have clarified a fact at issue
in the trial and otherwise would naturally have been introduced into
evidence; and *second*, the lost evidence was favorable to Apple.
Whether this finding is important to you in reaching a verdict in this
case is for you to decide. You may choose to find it determinative,
somewhat determinative, or not at all determinative in reaching your
verdict.

1 Additionally, Defendants are precluded from offering argument and testimony that the
2 destroyed evidence, or any versions of it in hard copy or otherwise, supports Defendants'
3 assertions that they have priority to the trademark. To permit otherwise would unfairly prejudice
4 InternMatch. See id. at 1077.

5 **3. Attorneys' Fees**

6 Under its inherent powers, "a district court may also award sanctions in the form of
7 attorneys' fees against a party or counsel who acts 'in bad faith, vexatiously, wantonly, or for
8 oppressive reasons.'" Leon, 464 F.3d at 961 (quoting Primus Auto. Fin. Servs., Inc. v. Batarse,
9 115 F.3d 644, 648 (9th Cir. 1997)). The court must make an express finding that the sanctioned
10 party's behavior "constituted or was tantamount to bad faith." Id. (quoting Primus Auto, 115 F.3d
11 at 648.

12 The Court finds that monetary sanctions are warranted here. As a result of Defendants'
13 bad faith conduct, InternMatch was forced to spend substantial resources investigating
14 Defendants' spoliation. Accordingly, InternMatch is entitled to the attorneys' fees associated with
15 bringing the Motion for Terminating Sanctions. Within 30 days of this Order, InternMatch is
16 ordered to submit a request for a specific amount of fees, with evidentiary support, for the Court's
17 consideration. The Court will determine a reasonable award "in light of the degree of
18 [Defendants'] culpability." In re Napster, 462 F. Supp. 2d at 1078. If Defendants object to the
19 reasonableness of the fees claimed, they may submit an opposition within 15 days of
20 InternMatch's request.¹⁵ If Defendants file an opposition, InternMatch may file a reply within
21 seven days.

22 The Court declines to award attorneys' fees, under 15 U.S.C. § 1117, incurred in the
23 litigation as a whole.

24 ///

25 ///

26
27 Apple Inc. v. Samsung Elecs. Co., 881 F. Supp. 2d 1132, 1151 (N.D. Cal. 2012).

28 ¹⁵ Given Nxtbigthing's filing history, the Court reminds it that the Court may choose to disregard an untimely opposition.

CONCLUSION

For the reasons stated above, the Court hereby denies InternMatch’s Motion to the extent InternMatch seeks default sanctions, and grants InternMatch’s Motion to the extent InternMatch seeks a preclusion order, an adverse inference instruction, and attorneys’ fees.

IT IS SO ORDERED.

Dated: February 8, 2016



JON S. TIGAR
United States District Judge

United States District Court
Northern District of California

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Exhibit 17

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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

INTERNMATCH, INC.,
Plaintiff,
v.
NXTBIGTHING, LLC, et al.,
Defendants.

Case No. 14-cv-05438-JST

**ORDER REGARDING PLAINTIFF'S
APPLICATION FOR RECOVERY OF
ATTORNEYS' FEES AND COSTS**

Re: ECF No. 117

Before the Court is Plaintiff InternMatch, Inc.’s Application for Recovery of Attorneys’ Fees and Costs pursuant to the Court’s February 8, 2016 Order. After reviewing the Parties’ arguments and supporting documents, the Court will grant the application.

I. BACKGROUND

The Court recited the history of the litigation in this trademark dispute in a prior order, ECF No. 114, and will not repeat it here.

The present application for attorneys’ fees and costs relates to Plaintiff’s earlier motion for terminating sanctions for spoliation of evidence. ECF No. 63. In that motion, Plaintiff accused Defendants of intentionally destroying the electronic versions of the “evidence of use” documents demonstrating Defendants’ alleged use of the disputed trademark. The Court found that Defendants willfully spoliated evidence and determined that the spoliation warranted an adverse jury inference against Defendants.¹ See ECF No. 114 at 22–23.

The Court also found that, as a result of Defendants’ bad faith conduct, monetary sanctions were warranted.² *Id.* at 23. The Court ordered Plaintiff to submit a request for an award of fees,

¹ Defendants have subsequently appealed the Court’s order. ECF No. 116 (Notice of Appeal).

² Under a district court’s inherent powers, the “court may also award sanctions in the form of attorneys’ fees against a party or counsel who acts ‘in bad faith, vexatiously, wantonly, or for

United States District Court
Northern District of California

1 with evidentiary support, for the Court's consideration. Id. Plaintiff submitted its application,
2 ECF No. 117, and Defendants submitted their objections, ECF No. 127.

3 **II. DISCUSSION**

4 Plaintiff requests an award of \$67,377.50 in attorneys' fees and \$1,944.95 in costs for a
5 total award of \$69,322.45. ECF No. 117 at 2. Plaintiff's counsel spent 175 hours preparing and
6 arguing the spoliation motion. ECF No. 118, Keyes Decl. ¶ 8. Counsel contends that the award
7 request is reasonable because (1) "the process assembling, researching, and preparing the Motion
8 itself was time consuming and complicated;" (2) counsel excluded the time associated with
9 preparing certain depositions, the time spent by a first year associate researching and drafting the
10 motion and declarations, and the costs associated with Plaintiff's experts; and (3) the hourly rates
11 are typically lower than attorneys and paraprofessionals with comparable experience. Id. ¶¶ 11–
12 13.

13 Defendants ask that the Court reduce Plaintiff's fee award by 50% to a total of \$34,661.23,
14 arguing that the number of hours billed by Plaintiff's counsel are unreasonable and that the
15 reimbursement of certain costs are not warranted. ECF No. 127. Defendants also request that the
16 Court stay the enforcement of the fee award pending resolution of the appeal of the spoliation
17 order. Id. at 10.

18 The listed time increments in counsel's billing records appear to accurately reflect the
19 number of hours counsel spent preparing and arguing the spoliation motion. See ECF No. 118,
20 Keyes Decl., Ex. A. Further, the work was related to bringing the spoliation motion and not
21 duplicative. Finally, as Plaintiff notes, serving the subpoena to Homesite Home Insurance was
22 necessary because Defendants did not produce the requested documents. See ECF No. 133 at 2–3.

23 The Court has reviewed the documentation provided by Plaintiff detailing its request, as
24 well as Defendants' objections, and concludes that the amount requested is reasonable in light of
25 Defendants' culpability and the scope of work required in preparing the spoliation motion.

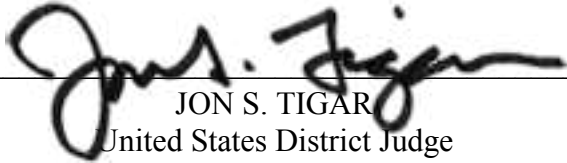
26 Plaintiff's application for fees and costs is also well-supported. The Court will award \$67,377.50

27
28 oppressive reasons." Leon v. IDX Sys. Corp., 464 F.3d 951, 961 (9th Cir. 2006) (quoting Primus
Auto. Fin. Servs., Inc. v. Batarse, 115 F.3d 644, 648 (9th Cir. 1997)).

1 in attorneys' fees and \$1,944.95 in costs. Payment of that sum is stayed pending resolution of the
2 appeal of the Court's spoliation order, ECF No. 116, or further order of the Court.

3 IT IS SO ORDERED.

4 Dated: May 31, 2016

5 
6 JON S. TIGAR
United States District Judge

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United States District Court
Northern District of California

Exhibit 18

Begin forwarded message:

From: Alex Carey <alex@webplunder.com>
Subject: Fwd: BillHero.com
Date: January 7, 2016 at 5:25:42 PM EST
To: Scott Miller <scott@mybillhero.com>

Here you go Scott!

Alex Carey - Co-Founder / COO
alex@webplunder.com
UK: +44 7408 - 852180
US: 1 (213) 261 - 8027
SKYPE: Alex.Carey90

WebPlunder 128a Kingston Road, Leatherhead, Surrey KT22 7PU

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- John F Kennedy

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----- Forwarded message -----

From: <rolexcdb@aol.com>
Date: Fri, Aug 14, 2015 at 9:16 PM
Subject: Re: BillHero.com
To: Alex Carey <alex@webplunder.com>

Alex,
Appreciate you updating me on the trademark. Your attorney is correct regarding that an application was filed for the mark "BillHero" with the USPTO. The good news is that BillHero.com is not useless as my company was the one who filed the trademark for "BillHero" and are owners of the mark. I think the trademark alone significantly increases the value of the name "BillHero" as our trademark is registered in three different federal classes thus having full control and use of how the Bill Hero trademark is used. Add

trademark is registered in three different federal classes thus having full control and use of how the BillHero trademark is used. And to that several domains in our portfolio which relate to Bill and Hero (will get them to you shortly), the offer of \$11k is low regardless of the amount of money we have already invested in the name. If we were to package the trademark and other domains together including BillHero.com, is that something of interest to you and your partner?

Thank you,

Chad Batterman

On Aug 14, 2015, at 4:02 PM, Alex Carey wrote:

Hey Chad,

I am so sorry! My lawyer who we reached out to a couple weeks ago about filing a trademark for the name just told me we are a day late and dollar short.

Seemed like someone filed a trademark before us.

So I guess it is really useless to me now.

I am really sorry for wasting your time.

Please let me know if you have any other domains that would be of use.

Cheers for now,

Alex Carey - Co-Founder / COO

alex@webplunder.com

UK: +44 7408 - 852180

US: 1 (213) 261 - 8027

SKYPE: Alex.Carey90

WebPlunder 128a Kingston Road, Leatherhead, Surrey KT22 7PU

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- John F Kennedy

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On Fri, Aug 14, 2015 at 8:47 PM, Alex Carey <alex@webplunder.com> wrote:

I thought that was what we discussed.... giving me reasons to spend more then 10K based on the portfolio you have.

We have paperwork in for BillHero in the states.... so just waiting on that. Non the less I want to try and wrap this up ASAP as time has started to slip away.

Let me know if you can do 11K and let me know if you have any other domains that you think would be of value to us.

Cheers

Alex Carey - Co-Founder / COO

alex@webplunder.com

UK: +44 7408 - 852180

US: 1 (213) 261 - 8027

SKYPE: Alex.Carey90

WebPlunder 128a Kingston Road, Leatherhead, Surrey KT22 7PU

"Problems of the world cannot possibly be solved by skeptics whose horizons are limited by the obvious realities. We need those who can dream of things that never were."

- John F Kennedy

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On Fri, Aug 14, 2015 at 8:34 PM, <rolexcdb@aol.com> wrote:

Alex,

Totally slipped my mind to provide you other variations we have of bill or hero domains we own. Will get on that right away. Regarding the trademark, do you have a registered trademark in the United States for "BillHero"? Just want to be sure I understood your email previous correctly. I appreciate you coming up to \$11k and depending on the if you have a trademark or not we can proceed from there.

Thank you,

Chad Batterman

On Aug 14, 2015, at 2:05 PM, Alex Carey - WebPlunder wrote:

Hey Chad!

I hope you get this and have no idea why I am going to your spam. Doesn't happen much to me.

I was waiting on a reply with other domain names in your portfolio that were variations of bill or hero. But have not heard back after our conversation two weeks ago.

Unfortunately this is a defensive move at this point for us and have settled on another name and to be honest the "BillHero" name will be worthless as we have issued a trademark on the name. Out of the interest of having you not loose all of your investment and giving us the peace of mind that we have all our bases covered I will up my final offer to \$11k. But that is as high as I can go.

If that is still not doable then we will need to agree to disagree but the name and domain name will essentially be useless to you or anyone else at this point.

Please let me know your thoughts,

Alex Carey

Alex@webplunder.com

Phone:

UK # [+44 7408 - 852180](tel:+447408852180)

US # [1 \(213\) 261 - 8027](tel:12132618027)

Please excuse any gRaMmatiCal eRroRs

Sent from my iPhone

On Aug 14, 2015, at 6:15 PM, rolexcdb@aol.com wrote:

Alex,

Not sure why your emails were in my spam folder again. You are no bother sorry for the delay on my end, things of been very busy here. Following up on our last conversation, what else are you and your partner looking for to "sweeten" the deal? As I do greatly appreciate the offer of \$10,000 **we have already spent more than that on marketing, logo design, etc..** Does not make sense for us to take a loss on the name as we were planning on rolling out an updated website on billhero.com. Let me know what you think.

Thank you,

Chad Batterman

On Aug 14, 2015, at 11:36 AM, Alex Carey wrote:

Sorry to bother you Chad.... but we are looking to get this wrapped up. Can we try and settle this? Just so we are clear I am making an offer for the BillHero.com domain name for \$10,000.

Thoughts?

Alex Carey - Co-Founder / COO

alex@webplunder.com

UK: +44 7408 - 852180

US: [1 \(213\) 261 - 8027](tel:12132618027)

SKYPE: Alex.Carey90

WebPlunder 128a Kingston Road, Leatherhead, Surrey KT22 7PU

"Problems of the world cannot possibly be solved by skeptics whose horizons are limited by the obvious realities. We need those who can dream of things that never were."

- John F Kennedy

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On Mon, Aug 10, 2015 at 9:38 PM, Alex Carey <alex@webplunder.com> wrote:

Hey Chad,

I wanted to try and see if there was an update on your end....

We need to wrap up the name of this business so we can decide on other aspects of the business.

Cheers,

Alex Carey - Co-Founder / COO

alex@webplunder.com

UK: +44 7408 - 852180

US: [1 \(213\) 261 - 8027](tel:12132618027)

SKYPE: Alex.Carey90

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On Wed, Aug 5, 2015 at 10:41 AM, Alex Carey <alex@webplunder.com> wrote:

Hey Chad, Sure...no rush..... thanks

Alex Carey - Co-Founder / COO

alex@webplunder.com

UK: +44 7408 - 852180

US: [1 \(213\) 261 - 8027](tel:12132618027)

SKYPE: Alex.Carev90

WebPlunder 128a Kingston Road, Leatherhead, Surrey KT22 7PU

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On Wed, Aug 5, 2015 at 3:41 AM, <rolexcdb@aol.com> wrote:

Alex,
Just got back in town tonight. Let me speak with my team in the morning and get back to you by Thursday.

Thank you,

Chad Batterman

On Jul 30, 2015, at 2:35 PM, Alex Carey - WebPlunder <alex@webplunder.com> wrote:

Sorry... Please try again. I was scolding my son!

Alex Carey
Alex@webplunder.com
Phone:
UK # [+44 7408 - 852180](tel:+447408852180)
US # [1 \(213\) 261 - 8027](tel:12132618027)

Please excuse any gRaMmatiCal eRroRs
Sent from my iPhone

On Jul 30, 2015, at 7:31 PM, rolexcdb@aol.com wrote:

Alex,
Just called your US number, received voicemail. Should I try back?

Thank you,

Chad Batterman

On Jul 30, 2015, at 12:51 PM, Alex Carey - WebPlunder wrote:

Yes please call my US number... Ready when u are!?

Alex Carey
Alex@webplunder.com
Phone:
UK # [+44 7408 - 852180](tel:+447408852180)
US # [1 \(213\) 261 - 8027](tel:12132618027)

Please excuse any gRaMmatiCal eRroRs
Sent from my iPhone

On Jul 30, 2015, at 4:50 PM, rolexcdb@aol.com wrote:

Alex,
I'm on est and believe that 6pm your time is 2pm my time, which I'm available to speak then. Would you like me to call you then on your US number?

Thank you,
Chad Batterman

On Jul 30, 2015, at 7:28 AM, Alex Carey wrote:

Hey Chad,

Thanks for getting back to me. Yeah same sentiment here on the Broker.... when I didn't hear back from you it resulted in reaching out to one.

Let's jump on a call and see what we can work out. I really appreciate your transparency and as an avid entrepreneur I totally get trying to recoup costs as much as possible.... I don't think we are far off here and I want to respect your work so far.

When could you jump on a call? Not sure what time zone you are in but I am based in a small town outside of London so we are based on GMT time zone. I am booked from 2 - 6pm GMT but happy to chat after that if you can.

Looking forward to making a deal happen,

Alex Carey - Co-Founder / COO

alex@webplunder.com

UK: +44 7408 - 852180

US: 1 (213) 261 - 8027

SKYPE: Alex.Carey90

WebPlunder 128a Kingston Road, Leatherhead, Surrey KT22 7PU

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- John F Kennedy

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On Wed, Jul 29, 2015 at 7:31 PM, <rolexcdb@aol.com> wrote:

Alex,

I appreciate it and I would rather speak with you rather than a domain buyer who has no vested interest in the domain and for there fee, they do not deserve the money. I understand not being sold on the business concept, I have had a few startups and know the struggle of deciding where to spend the money. To myself personally, the name is everything and I have spent over the years a lot of money on top level domains due to the belief that with a good name the marketing would not be as extensive. Thinking of company names is an adventure! I will speak to my team here and crunch the numbers again, but as of last night we had already spent around \$15,000 on developing the name, logo design, marketing concepts, etc. I'm being transparent when I say we are looking to make a few thousand dollars off the sale due to the time already spent on development and that fact that we would have to transition to a new name, none of which are

your problems but I wanted to let you know the thought process on our end. We are willing to sell the domain for a fair price, but its just not logical to take a loss on the domain name. Let's touch base on Thursday at some point, shoot me an email.

Thank you,

Chad Batterman

On Jul 29, 2015, at 12:40 PM, Alex Carey - WebPlunder wrote:

Hey Chad,

Happy to chat with you more on this. I totally respect your up to date work!
We are still in conception stage at this point so we actually haven't invested much as we are not sold on our business idea as of yet. But we are looking at BillHero from more of an opportunity / insurance play.
We really can't go any hire then \$10k.

FYI- I reached out to a broker to see if she could help so that was my original offer. Since you and I are connected now. I prefer to work with you directly. I will tell her so there are no ruffled feathers.

What are your thoughts?

Alex Carey

Alex@webplunder.com

Phone:

UK # [+44 7408 - 852180](tel:+447408852180)

US # [1 \(213\) 261 - 8027](tel:12132618027)

Please excuse any gRaMmatiCal eRroRs

Sent from my iPhone

On Jul 29, 2015, at 4:02 PM, rolexcdb@aol.com wrote:

Alex,

I just saw your email in my spam folder. We are currently developing a website to incorporate into billhero.com, however for the right price we would consider selling. We have invested a significant amount of money in the name already so please keep that in mind. How much were you thinking?

Thank you,

Chad Batterman

On Jun 10, 2015, at 11:02 AM, Alex Carey wrote:

Hey Chad,

I am reaching out to see if you are lookign to get rid of BillHero?

Any chance it is for sale?

I would be interested in purchasing it.

Cheers,

Alex Carey - Co-Founder / COO

alex@webplunder.com

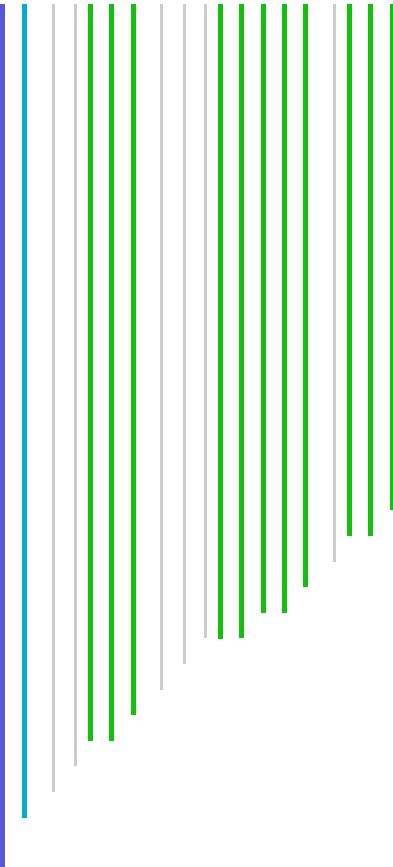
UK: [+44 7408 - 852180](tel:+447408852180)

US: [1 \(213\) 261 - 8027](tel:12132618027)

SKYPE: Alex.Carey90

WebPlunder 128a Kingston Road, Leatherhead, Surrey KT22 7PU

"Problems of the world cannot possibly be solved by abstention, whereas



Problems of the world cannot possibly be solved by skeptics whose horizons are limited by the obvious realities. We need those who can dream of things that never were."

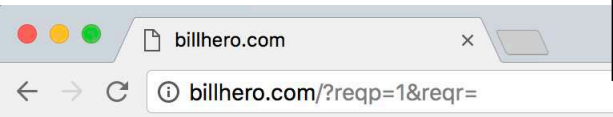
- John F Kennedy

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Exhibit 19



Welcome to: **billhero.com**
This Web page is parked for FREE, courtesy of GoDaddy.com.

Search for domains similar to
billhero.com

[Get Started](#)

Related Links

[Pay Online Payment](#)

[Billing Billing](#)

[Bill Payments](#)

[Pay Bill](#)

[Account Payment](#)

Search Ads



Is this your domain?
Let's turn it into a website!

[Get Started](#)

OR



Would you like to buy this
domain?

[Learn More](#)

\$0.99* .COM

THE domain at THE price.



.com

[GET YOURS](#)

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**Exhibit 20**

Cliff Kuehn <cliff@kuehnlawip.com>

FW: Trademark Opposition No. 91233334 / BILLGO / Answer and Affirmative Defenses Service Copy [IWOV-mmmdms1.30197.115394]

Sara Sisenwein <Sara@billgo.com>
To: Cliff Kuehn <cliff@kuehnlawip.com>
Cc: Dan Holt <Dan@billgo.com>, Scott Miller <Scott@billgo.com>

Wed, May 10, 2017 at 3:59 PM

Hi Cliff,

See below communication between our lawyer and Chad.

From: Dan Holt
Sent: Wednesday, May 10, 2017 3:36 PM
To: Sara Sisenwein <Sara@billgo.com>
Cc: Scott Miller <Scott@billgo.com>
Subject: FW: Trademark Opposition No. 91233334 / BILLGO / Answer and Affirmative Defenses Service Copy [IWOV-mmmdms1.30197.115394]

Can you forward this to Cliff Kuehn? More proof of extortion and threats

From: Daniel E. Sineway [<mailto:dsineway@mmmlaw.com>]
Sent: Wednesday, May 10, 2017 2:48 PM
To: Scott Miller <Scott@billgo.com>; Dan Holt <Dan@billgo.com>
Cc: Lee Strasburger <lstrasburger@mmmlaw.com>
Subject: FW: Trademark Opposition No. 91233334 / BILLGO / Answer and Affirmative Defenses Service Copy [IWOV-mmmdms1.30197.115394]

Scott and Dan,

Please see Chad's latest email below. Sounds like he's willing to come down on his price (but not sure how much).

Please let me know how/if you want me to respond.

Thanks, Daniel

Daniel E. Sineway



Partner

Technology/IP Group

Morris, Manning & Martin, LLP
1600 Atlanta Financial Center
3343 Peachtree Road, NE
Atlanta, Georgia 30326
Direct: 404.364.7421
dsineway@mmmlaw.com

Blog: www.mmmtechlaw.com

From: Bill Hero [<mailto:billhero14@gmail.com>]

Sent: Wednesday, May 10, 2017 4:35 PM

To: Daniel E. Sineway

Subject: Re: Trademark Opposition No. 91233334 / BILLGO / Answer and Affirmative Defenses Service Copy [IWOV-mmmdms1.30197.115394]

Daniel,

Thank you for the reply. After a meeting today I had with our team today, we do not feel confident that your client is taking this situation seriously and is simply wasting our time as they did previously. The only foreseeable settlement which may come about, would be going through you instead of Dan who is taking this situation personal.

Regarding clarification on the previous email, we are unclear as to your clients response. For the 2nd time there was no counter or other concessions, your client is simply stuck on the \$30,000, which is simply too low. Our numbers are only \$25,000 apart, which is a small enough number in the overall big picture, which we believe an agreement can be reached.

As discussed previously we are in agreement that the best result for both parties is to come up with an amicable solution. In the hopes that level headed minds will prevail, we are willing to reduce our cost assuming all previous terms remain the same including we retain the bills2go trademark and both parties would agree not to oppose each others marks. If your client feels that this would fall under the category of absolutely necessary legal work, then let me know when we can have a quick 5 minute call regarding our new proposed price. This is the last round we will go to resolve this, if we are unable to find middle ground we plan to swiftly move forward with the oppositions as well as additional options our counsel advising us has pointed out are within our legal rights in order to enforce our common law marks along with our federal registered marks.

Please do get back to us today.

Thank you,

Chad Batterman

On Tue, May 9, 2017 at 9:56 PM, Daniel E. Sineway <dsineway@mmmlaw.com> wrote:

Chad,

Apologies for my delayed response.

For financial reasons, I've been given instructions from my client to stop any legal work that's not absolutely required. If you'd like to discuss further options for settlement regarding this matter, please reach out to Dan Holt directly. I think you have his email, but if not, it's Dan@billgo.com.

Thanks, Daniel



Daniel E. Sineway

Partner

Technology/IP Group

Morris, Manning & Martin, LLP
1600 Atlanta Financial Center
3343 Peachtree Road, NE
Atlanta, Georgia 30326
Direct: 404.364.7421
dsineway@mmlaw.com

Blog: www.mmmtechlaw.com

From: Bill Hero [mailto:billhero14@gmail.com]

Sent: Monday, May 08, 2017 5:26 PM

To: Daniel E. Sineway

Subject: Re: Trademark Opposition No. 91233334 / BILLGO / Answer and Affirmative Defenses Service Copy [IWOV-mmmdms1.30197.115394]

Daniel,

Are you available for a call today as we have a few questions regarding your latest email?

Thank you,

Chad Batterman

On Mon, May 8, 2017 at 4:34 PM, Daniel E. Sineway <dsineway@mmlaw.com> wrote:

Chad,

I spoke with my client earlier today, and they have respectfully declined your most recent settlement offer.

Thanks, Daniel



Daniel E. Sineway

Partner

Technology/IP Group

Morris, Manning & Martin, LLP
1600 Atlanta Financial Center
3343 Peachtree Road, NE
Atlanta, Georgia 30326
Direct: 404.364.7421
dsineway@mmmlaw.com

Blog: www.mmmtechlaw.com

From: Bill Hero [mailto:billhero14@gmail.com]

Sent: Friday, May 05, 2017 4:48 PM

To: Daniel E. Sineway

Subject: Re: Trademark Opposition No. 91233334 / BILLGO / Answer and Affirmative Defenses Service Copy [IWOV-mmmdms1.30197.115394]

Daniel,

Hope all is well. Do you have an update from your clients? I have a scheduled call with our team today and they will want an update so we can discuss how to proceed. If you would like, I'm available via phone for the next few hours as my conference call is not scheduled until 8pm.

Thank you,

Chad Batterman

On Tue, May 2, 2017 at 4:57 PM, Daniel E. Sineway <dsineway@mmmlaw.com> wrote:

I am off my call and ready to discuss when you are.

Thanks



Daniel E. Sineway

Partner

Technology/IP Group

Morris, Manning & Martin, LLP
1600 Atlanta Financial Center
3343 Peachtree Road, NE
Atlanta, Georgia 30326
Direct: 404.364.7421
dsineway@mmmlaw.com

Blog: www.mmmtechlaw.com

From: Bill Hero [mailto:billhero14@gmail.com]
Sent: Tuesday, May 02, 2017 3:56 PM
To: Daniel E. Sineway
Subject: Re: Trademark Opposition No. 91233334 / BILLGO / Answer and Affirmative Defenses Service Copy [IWOV-mmmdms1.30197.115394]

Daniel,

5pm works fine, just let me know if you other call goes over.

Thank you,

Chad Batterman

On Tue, May 2, 2017 at 3:51 PM Daniel E. Sineway <dsineway@mmmlaw.com> wrote:

Chad,

Unfortunately, I have another call at 4:30. We can do 5 if that works (I think/hope my 4:30 will be less than 30 mins).

Daniel E. Sineway

Partner

Technology/IP Group

Morris, Manning & Martin, LLP
1600 Atlanta Financial Center
3343 Peachtree Road, NE
Atlanta, Georgia 30326
Direct: 404.364.7421
dsineway@mmmlaw.com

Blog: www.mmmtechlaw.com

From: Bill Hero [mailto:billhero14@gmail.com]
Sent: Tuesday, May 02, 2017 3:50 PM

To: Daniel E. Sineway
Subject: Re: Trademark Opposition No. 91233334 / BILLGO / Answer and Affirmative Defenses Service Copy [IWOV-mmmdms1.30197.115394]

Daniel,

I'm currently delayed a few minutes can we push our meeting back to 4:30pm est?

Thank you,

Chad Batterman

On Tue, May 2, 2017 at 11:47 AM Daniel E. Sineway <dsineway@mmmlaw.com> wrote:

Chad,

That works. I'll look for your call then (please call my office line below).

Thanks

Daniel E. Sineway

Partner

Technology/IP Group

Morris, Manning & Martin, LLP
1600 Atlanta Financial Center
3343 Peachtree Road, NE
Atlanta, Georgia 30326
Direct: 404.364.7421
dsineway@mmmlaw.com

Blog: www.mmmtechlaw.com

From: Bill Hero [<mailto:billhero14@gmail.com>]

Sent: Tuesday, May 02, 2017 11:43 AM

To: Daniel E. Sineway

Subject: Re: Trademark Opposition No. 91233334 / BILLGO / Answer and Affirmative Defenses Service Copy [IWOV-mmmdms1.30197.115394]

Daniel,

How does 4pm est work?

Thank you,

Chad Batterman

On Tue, May 2, 2017 at 5:39 AM Daniel E. Sineway <dsineway@mmmlaw.com> wrote:

Chad,

Yes. I could talk at 1 pm or after 2 pm. Just let me know what works best.

Best regards,

Daniel E. Sineway

Morris, Manning & Martin, LLP

[404-364-7421](tel:404-364-7421)

dsineway@mmmlaw.com

On May 1, 2017, at 11:18 PM, Bill Hero <billhero14@gmail.com> wrote:

Daniel,

Do you have time available in the early afternoon as my morning is already scheduled?

Thank you,

Chad Batterman

On Mon, May 1, 2017 at 9:50 PM Daniel E. Sineway <dsineway@mmmlaw.com> wrote:

Chad,

Sorry I am just now getting to this.

Can you chat tomorrow morning between 9 - noon?

Best regards,

Daniel E. Sineway

Morris, Manning & Martin, LLP

[404-364-7421](tel:404-364-7421)

dsineway@mmmlaw.com

On May 1, 2017, at 5:28 PM, Bill Hero <billhero14@gmail.com> wrote:

Daniel,

Hope you had a good weekend. Are you available later today to follow up on our Friday discussion?

Thank you,

Chad Batterman

On Fri, Apr 28, 2017 at 5:23 PM, Daniel E. Sineway <dsineway@mmmlaw.com> wrote:

Chad,

I can talk to you in a few minutes if that works. Otherwise, late Monday.

Please call me (cell at [404-626-5424](tel:404-626-5424)) in the next 5-10 mins. Otherwise, let me know a time that works for you late Monday.

Thanks

<image001.gif> **Daniel E. Sineway**

Partner

Technology/IP Group

Morris, Manning & Martin, LLP

1600 Atlanta Financial Center

3343 Peachtree Road, NE

Atlanta, Georgia 30326

Direct: [404.364.7421](tel:404.364.7421)

dsineway@mmmlaw.com

Blog: www.mmmtechlaw.com

From: Bill Hero [mailto:billhero14@gmail.com]

Sent: Friday, April 28, 2017 5:12 PM

To: Daniel E. Sineway

Subject: Re: Trademark Opposition No. 91233334 / BILLGO / Answer and Affirmative Defenses Service Copy [IWOV-mmmmdms1.30197.115394]

Daniel,

I do have meetings scheduled for the majority of the day Monday and am available today as we would like to resolve this matter as soon as possible. If you have no flexibility today I will have to get back to you regarding a time late Monday for a call. Let me know what works as we need to move forward in one direction or another sooner than later.

Thank you,

Chad Batterman

On Fri, Apr 28, 2017 at 4:57 PM, Daniel E. Sineway <dsineway@mmmlaw.com> wrote:

Chad,

Do you have time to talk on Monday afternoon about this? I have a reaction from my client.

Thanks, Daniel

<image001.gif> **Daniel E. Sineway**

Partner

Technology/IP Group

Morris, Manning & Martin, LLP
1600 Atlanta Financial Center
3343 Peachtree Road, NE
Atlanta, Georgia 30326
Direct: 404.364.7421
dsineway@mmmlaw.com

Blog: www.mmmtechlaw.com

From: Bill Hero [mailto:billhero14@gmail.com]

Sent: Thursday, April 27, 2017 4:45 PM

To: Daniel E. Sineway

Subject: Re: Trademark Opposition No. 91233334 / BILLGO / Answer and Affirmative Defenses Service Copy [IWOV-mmmmdms1.30197.115394]

SUBJECT TO FRE 408 -- SETTLEMENT COMMUNICATION.

Daniel,

As per our conversation today, here is an outline of what we discussed:

Our counter is \$55,000

- BILLHERO mark would not be included in the proposed settlement as we would need to have defined terms of any proposed licensing of the mark. If your client is interested in licensing BILLHERO, please forward the proposed terms. That being said, until that happens we would want your clients' domain www.mybillhero.com and any similar domains including but not limited to social media vanity url's your client owns/controls.
- Assuming there is no licensing of the BILLHERO mark, cease of all use both online and offline of our mark BILLHERO
- Information relating to your clients' bill aggregation API if a 3rd party is used. If no 3rd party API is used for the bill aggregation API, then we would want access to the API.
- Agreement to drop all current trademark oppositions.
- Assign your rights in the BILLS2GO mark to us.
- Agree never to challenge in the future any of our current trademarks (e.g., BILLGO, BILLGO INTELLIGENT BILL PAY, etc.) or any confusingly similar variants thereto. By "challenge," I mean trademark oppositions, federal or state lawsuits, letters of protest, complaints to app stores or software providers, etc. (One way to address this may be for you to give us a list of your current and planned trademarks, and we will expressly agree not to adopt any marks that are identical to those marks, and you won't challenge any other marks we might adopt in the future.)
- General covenant not to sue my client with respect to any issues arising from our current or past oppositions. We'll similarly agree to this concession for you. I'm not yet sure what this language will look like in the contract, but the goal is for both you and my client to be able to walk away and not have to worry about a trademark challenge/suit from the other party in the future.

Thank you,

Chad Batterman

On Thu, Apr 27, 2017 at 3:50 PM, Bill Hero <billhero14@gmail.com> wrote:

Daniel,

Sure, I'll call you in 10.

Thank you,

Chad Batterman

On Thu, Apr 27, 2017 at 3:29 PM, Daniel E. Sineway <dsineway@mmmlaw.com> wrote:

Chad, I am available now if you want to give me a buzz. Please call my cell at [404-626-5424](tel:404-626-5424). Thank you.

Best regards,

Daniel E. Sineway

Morris, Manning & Martin, LLP

[404-364-7421](tel:404-364-7421)

dsineway@mmmlaw.com

On Apr 27, 2017, at 1:20 PM, Bill Hero <billhero14@gmail.com> wrote:

Daniel,

That is fine to send over an email when you are available.

Thank you,

Chad Batterman

On Thu, Apr 27, 2017 at 1:15 PM, Daniel E. Sineway <dsineway@mmmlaw.com> wrote:

I can talk later this afternoon, around 3:30 or so (I'm not sure exactly what time, but I can shoot you an email when I free up from my meetings).

Will that work?

<image001.gif> **Daniel E. Sineway**

Partner

Technology/IP Group

Morris, Manning & Martin, LLP

1600 Atlanta Financial Center
3343 Peachtree Road, NE
Atlanta, Georgia 30326
Direct: 404.364.7421
dsineway@mmmlaw.com

Blog: www.mmmtechlaw.com

From: Bill Hero [mailto:billhero14@gmail.com]
Sent: Thursday, April 27, 2017 12:57 PM

To: Daniel E. Sineway
Subject: Re: Trademark Opposition No. 91233334 / BILLGO / Answer and Affirmative Defenses Service Copy [IWOV-mmmdms1.30197.115394]

SUBJECT TO FRE 408 -- SETTLEMENT COMMUNICATION

Daniel,

Are you available for a call today regarding the proposed settlement offer?

Thank you,

Chad Batterman

On Thu, Apr 27, 2017 at 6:08 AM, Daniel E. Sineway <dsineway@mmmlaw.com> wrote:

SUBJECT TO FRE 408 -- SETTLEMENT COMMUNICATION

Chad,

At this point, I don't really have any specific license terms in mind. I assume we'd simply define our scope of services as compared to yours and what is an allowable use.

Honestly, I don't even know if my client cares about the BILLHERO mark or even wants the license, but I have a feeling they might, so I wanted to put it on the table early as an option.

Thanks, Daniel

<image001.gif> **Daniel E. Sineway**

Partner

Technology/IP Group

Morris, Manning & Martin, LLP
1600 Atlanta Financial Center
3343 Peachtree Road, NE
Atlanta, Georgia 30326
Direct: 404.364.7421
dsineway@mmmlaw.com

Blog: www.mmmtechlaw.com

From: Bill Hero [mailto:billhero14@gmail.com]

Sent: Wednesday, April 26, 2017 7:45 PM

To: Daniel E. Sineway

Subject: Re: Trademark Opposition No. 91233334 / BILLGO / Answer and Affirmative Defenses Service Copy [IWOV-mmdms1.30197.115394]

SUBJECT TO FRE 408 -- SETTLEMENT COMMUNICATION.

Daniel,

I appreciate you sending over the proposed anticipated terms before my call tonight. A questions that I'm sure will come up is the BILLHERO license. Are you able to provide more detail regarding the terms of the proposed license such as license expiration, use of the license, how your client proposes to use our BILLHERO mark to avoid confusion in the marketplace with our use of BILLHERO, etc. The more information you are able to provide now will assist in a reduction of questions, which may need to be addressed after my conference call tonight.

Thank you,

Chad Batterman

On Wed, Apr 26, 2017 at 7:26 PM, Daniel E. Sineway <dsineway@mmmlaw.com> wrote:

SUBJECT TO FRE 408 -- SETTLEMENT COMMUNICATION

Chad,

The terms are loosely as follows:

- My client pays \$30,000 to you.

In exchange, you provide to us:

- Agreement to drop all current trademark oppositions.
- Assign your rights in the BILLS2GO mark to us.
- Agree never to challenge in the future any of our current trademarks (e.g., BILLGO, BILLGO INTELLIGENT BILL PAY, etc.) or any confusingly similar variants thereto. By "challenge," I mean trademark oppositions, federal or state lawsuits, letters of protest, complaints to app stores or software providers, etc. (One way to address this may be for you to give us a list of your current and planned trademarks, and we will expressly agree not to adopt any marks that are identical to those marks, and you won't challenge any other marks we might adopt in the future.)
- Grant us a license to use the BILLHERO mark (we don't have any plans to go back to this mark, but we want to keep our options open).
- General covenant not to sue my client with respect to any issues arising from our current or past oppositions. We'll similarly agree to this concession for you. I'm not yet sure what this language will look like in the contract, but the goal is for both you and my client to be able to walk away and not have to worry about a trademark challenge/suit from the other party in the future.

Please let me know your thoughts.

Thanks, Daniel

<image001.gif> **Daniel E. Sineway**

Partner

Technology/IP Group

Morris, Manning & Martin, LLP
1600 Atlanta Financial Center
3343 Peachtree Road, NE
Atlanta, Georgia 30326
Direct: 404.364.7421
dsineway@mmmlaw.com

Blog: www.mmmtechlaw.com

From: Bill Hero [mailto:billhero14@gmail.com]
Sent: Wednesday, April 26, 2017 5:44 PM

To: Daniel E. Sineway
Cc: Lee Strasburger

Subject: Re: Trademark Opposition No. 91233334 / BILLGO / Answer and Affirmative Defenses Service Copy [IWOV-mmmdds1.30197.115394]

SUBJECT TO FRE 408 -- SETTLEMENT COMMUNICATION.

Daniel,

Thank you for your time today. Before I go to our team tonight, would you summarize exactly what the settlement proposal includes for the \$30,000. I need to be able to provide what exactly your client is expecting for their offer. Please let me know by 8pm est as I have a conference call scheduled at 8:30pm est tonight.

Thank you,

Chad Batterman

On Wed, Apr 26, 2017 at 3:26 PM, Bill Hero <billhero14@gmail.com> wrote:

Daniel,

How does 5pm est work?

Thank you,

Chad Batterman

On Wed, Apr 26, 2017 at 11:57 AM, Daniel E. Sineway <dsineway@mmmlaw.com> wrote:

SUBJECT TO FRE 408 -- SETTLEMENT COMMUNICATION

Hello Chad,

I was able to speak with my client last night and have an initial settlement proposal to offer. Do you have time to talk this afternoon between 2 - 6 PM ET?

Please let me know.

Thanks, Daniel

<image001.gif> **Daniel E. Sineway**

Partner

Technology/IP Group

Morris, Manning & Martin, LLP
1600 Atlanta Financial Center
3343 Peachtree Road, NE
Atlanta, Georgia 30326
Direct: 404.364.7421
dsineway@mmmlaw.com

Blog: www.mmmtechlaw.com

From: Bill Hero [mailto:billhero14@gmail.com]

Sent: Monday, April 24, 2017 2:40 PM

To: Daniel E. Sineway

Cc: Lee Strasburger; Ben Warlick; mmmipdocket@system.foundationip.com; Emily R. Tillman

Subject: Re: Trademark Opposition No. 91233334 / BILLGO / Answer and Affirmative Defenses Service Copy [IWOV-mmmdms1.30197.115394]

Mr. Sineway,

Tuesday April 25th at 4:30pm est works.

Thank you,

Chad Batterman

On Mon, Apr 24, 2017 at 2:14 PM, Daniel E. Sineway <dsineway@mmmlaw.com> wrote:

Mr. Batterman -- sorry for the multiple emails.

3 PM tomorrow was actually not in the blocks of time that we sent you as being free tomorrow. We are free tomorrow between 1-3 PM or at 4:30 PM. The times for Wednesday are also listed below.

Do you have any slots then?

Thanks

<image001.gif>**Daniel E. Sineway**

Partner

Technology/IP Group

Morris, Manning & Martin, LLP
1600 Atlanta Financial Center
3343 Peachtree Road, NE
Atlanta, Georgia 30326
Direct: 404.364.7421
dsineway@mmmlaw.com

Blog: www.mmmtechlaw.com

From: Bill Hero [mailto:billhero14@gmail.com]

Sent: Monday, April 24, 2017 1:19 PM

To: Daniel E. Sineway

Cc: Lee Strasburger; Ben Warlick; mmmipdocket@system.foundationip.com; Emily R. Tillman

Subject: Re: Trademark Opposition No. 91233334 / BILLGO / Answer and Affirmative Defenses Service Copy [IWOV-mmmdms1.30197.115394]

Mr. Sineway,

Tuesday April 25th at 3pm est works fine. Please confirm.

Thank you,

Chad Batterman

On Mon, Apr 24, 2017 at 9:41 AM, Daniel E. Sineway <dsineway@mmmlaw.com> wrote:

[Mr. Batterman,](mailto:dsineway@mmmlaw.com)

My apologies, but a scheduling conflict has come up and we won't be able to make our discovery conference this afternoon.

Can we reschedule for tomorrow or Wednesday? We can do tomorrow from 1 - 3 PM or at 4:30 PM, or Wednesday between 9:30 AM - noon or after 1 PM (all times eastern).

Thanks for your flexibility.

Best, Daniel

<image001.gif> **Daniel E. Sineway**

Partner

Technology/IP Group

Morris, Manning & Martin, LLP
1600 Atlanta Financial Center
3343 Peachtree Road, NE
Atlanta, Georgia 30326
Direct: 404.364.7421
dsineway@mmmlaw.com

Blog: www.mmmtechlaw.com

From: Daniel E. Sineway
Sent: Tuesday, April 18, 2017 10:04 PM
To: 'Bill Hero'; Lee Strasburger
Cc: Ben Warlick; mmmipdocket@system.foundationip.com; Emily R. Tillman
Subject: RE: Trademark Opposition No. 91233334 / BILLGO / Answer and Affirmative Defenses Service Copy [IWOV-mmmmdms1.30197.115394]

Mr. Batterman,

How about Monday afternoon ET? Let us know what works best for you.

Best, Daniel

<image001.gif> **Daniel E. Sineway**

Partner

Technology/IP Group

Morris, Manning & Martin, LLP
1600 Atlanta Financial Center
3343 Peachtree Road, NE
Atlanta, Georgia 30326
Direct: 404.364.7421
dsineway@mmmlaw.com

Blog: www.mmmtechlaw.com

From: Bill Hero [<mailto:billhero14@gmail.com>]
Sent: Tuesday, April 18, 2017 5:03 PM
To: Lee Strasburger
Cc: Daniel E. Sineway; Ben Warlick; mmmipdocket@system.foundationip.com; Emily R. Tillman
Subject: Re: Trademark Opposition No. 91233334 / BILLGO / Answer and Affirmative Defenses Service Copy

Mr. Strasburger,

As per TTAB procedure, we are reaching out to schedule our mandatory discovery conference. Please let me know if you or Mr. Sineway are available this week or early next week to discuss the grounds in the answer.

Thank you,

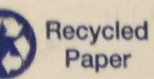
Chad Batterman

On Tue, Apr 18, 2017 at 4:30 PM, Lee Strasburger <lstrasburger@mmmlaw.com> wrote:

Mr. Batterman,

This message (and any associated files) is intended only for the use of the individual or entity to which it is addressed and may contain information that is confidential, subject to copyright or constitutes a trade secret. If you are not the intended recipient you are hereby notified that any dissemination, copying or distribution of this message, or files associated with this message, is strictly prohibited. If you have received this message in error, please notify us immediately by replying to the message and deleting it from your computer. Messages sent to and from us may be monitored.

Print Postage Online - Go to www.usps.com/postageonline



PLEASE PRESS FIRMLY

PLEASE PRESS FIRMLY

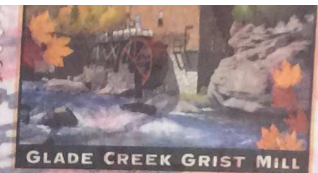
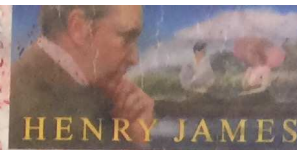


Exhibit 21



PRIORITY MAIL

UNITED STATES POSTAL SERVICE®

www.usps.com

From: Digital Receipts, LLC
203 NE Front St
Suite 101
Milford, DE 19963

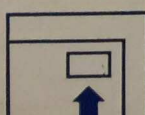
To: Mr. Cliff Kuehn
Kuehn Law
981 Mission St
San Francisco, CA 94103

**TRY FREE
CARRIER PICK-UP**
usps.com/pickup

HOW TO USE:



1. COMPLETE ADDRESS AREA
Type or print return address and addressee information in designated area



2. PAYMENT METHOD
Affix postage or meter strip to area indicated in upper right hand corner.



3. ATTACH LABEL (Optional)
Remove label backing and affix in designated location.



4. Bring your Priority Mail package to a post office, present it to your letter carrier, or call 1-800-222-1811 for pick up service. Stamped mail may be deposited in a

We Deliver.

▲ Complete address information or place label here ▲

Application Serial No. 87078094
Published: November 8, 2016

Digital Receipts, LLC

Opposer,

v.

Billhero, Inc.

Applicant.

Opposition/Cancellation No.
91233334

APPLICANT'S FIRST SET OF REQUESTS FOR ADMISSIONS

Pursuant to Rules 26 and 36 of the Federal Rules of Civil Procedure and 37 C.F.R. § 2.120, Applicant Billhero, Inc. ("Applicant") hereby requests that Opposer Digital Receipts, LLC admit to the truth of the following, separately, fully, in writing, and under oath, and deliver its admissions to the offices of Applicant's attorneys, Kuehn Law, Cliff Kuehn, cliff@kuehnlawip.com, within 30 days of service of this request.

DEFINITIONS

1. "Applicant" means Billhero, Inc., the Applicant/Respondent in the above-captioned proceeding.
2. "Opposer", "you," or "your" means Opposer Digital Receipts, LLC, its subsidiaries, divisions, predecessor, and successor companies, affiliates, parents, any partnership or joint venture to which it may be a party, and/or each of its employees, agents, officers, directors, representatives, consultants, accountants, and attorneys, including any person who served in any such capacity at any time during the relevant time period specified herein.

3. "Applicant's Mark" means the mark that is the subject of U.S. Trademark Application Serial No. 87078094 and this proceeding.
4. "Applicant's Services" shall mean the services identified in U.S. Trademark Application Serial No. 87078094.
5. The "Asserted Marks" means the following marks, collectively, identified in the Notice of Opposition in this proceeding: Asserted Mark Reg. No. 4752396 for EXPENSEMATCH, Asserted Mark Reg. No. 4629317 for BILLMATCH, Asserted Mark Reg. No. 5093681 for BILLHERO, and Asserted Mark Serial No. 87264136 for BILLS2GO.
6. The "Asserted Goods and Services" means the goods and services, collectively, identified in the Asserted Marks.
7. "Document" is synonymous in meaning and equal in scope to its usage in FRCP 34(a)(1)(A). The term "document" refers to any document now or at any time in Opposer's possession, custody, or control. A person is deemed in control of a document if the person has any ownership, possession, or custody of the document, or the right to secure the document or a copy thereof from any person or public or private entity having physical possession thereof.
8. The term "plan" includes proposals, recommendations, analyses, outlines, or studies, whether or not finalized or authorized, in addition to those already implemented.
9. "Communication" means the transmittal of information (in the form of facts, ideas, inquiries, or otherwise).
10. "Concerning" means consisting of, referring to, relating to, reflecting, or being in any way logically or factually connected with the matter discussed.
11. The term "mark" means any word, name, symbol, or device (including any key word or metatag) or any combination thereof.
12. A reference to a "person" includes an individual, corporation, partnership, joint venture, limited liability company, governmental authority, unincorporated organization, trust, association, or other entity and includes all of that person's principals, employees, agents, attorneys, consultants, and other representatives.
13. The terms "and" and "or" shall be construed either conjunctively or disjunctively as necessary to bring within the scope of the request all responses that might otherwise fall outside the scope of this request.
14. The terms "all," "any," or "each" encompass any and all of the matter discussed.
15. The term "USPTO" means the United States Patent and Trademark Office
16. The term "US" or "U.S." mean the United States
17. The terms "Board" or "TTAB" mean the USPTO Trademark Trials and Appeals Board.

18. The use of singular form includes plural, and *vice versa*.
19. The use of present tense includes past tense, and *vice versa*.
20. A masculine, feminine, or neuter pronoun shall not exclude the other genders.

INSTRUCTIONS

1. Unless you properly object to a request, you must admit, specifically deny, or state in detail why you cannot truthfully admit or deny each of the following requests based on knowledge and information in your possession, custody, or control, or in the possession, custody, or control of your representatives, agents, or attorneys. If you do not respond to each of these requests within thirty (30) days, the requests will be deemed admitted, as described in Federal Rule of Civil Procedure 36 and TBMP § 407.03.
2. You may not give lack of information or knowledge as a reason for failure to admit or deny a requested admission unless you in good faith state that you have made a reasonable inquiry and that the information known or readily obtainable by you is insufficient to enable you to admit or deny the requested admission.
3. If you object to any request or any portion of a request on the ground that the answer would reveal the substance of any privileged information, set forth in detail the basis for your claim of privilege and any other objection you may have. If your objection is on the ground that the answer would reveal the substance of a privileged communication, include an identification of:
 - a) the nature of the privilege or protection claimed;
 - b) the person who made the communication, whether oral or in writing;
 - c) if the communication was oral, all persons present while the communication was made;
 - d) if the communication was written, the author, addressees, and any other recipients;
 - e) the date and place of the communication; and
 - f) the general subject matter of the communication.
4. Unless otherwise stated herein, all requests apply to activities in or in connection with the United States.
5. These requests are continuing in nature. If you receive or otherwise become aware of information responsive to any request after you have served your responses to these requests, you must promptly supplement your responses to these requests to provide

such information, as required by Federal Rule of Civil Procedure 26(e) and TBMP § 408.03.

6. For the convenience of the Board and the parties, each request should be quoted in full immediately preceding your response.

REQUESTS FOR ADMISSION

REQUEST NO. 1: Admit there have been no sales of any of the goods or services identified in the Asserted Mark Reg. No. 4752396 between 3/1/2007 and 3/8/2017.

REQUEST NO. 2: Admit there have been no sales of goods identified in the Asserted Mark Reg. No. 4629317 between 5/15/2012 and 8/08/2014.

REQUEST NO. 3: Admit there have been no sales of any of the services identified in the Asserted Mark Reg. No. 4629317 between 10/11/2007 and 8/8/2014.

REQUEST NO. 4: Admit there have been no sales of any of the goods or services identified in the Asserted Mark Reg. No. 5093681 between 3/1/2007 and 7/29/2015.

REQUEST NO. 5: Admit there have been no sales of any of the goods identified in the Asserted Mark Serial Number 87264136 between 3/1/2007 and 12/09/2016.

REQUEST NO. 6: Admit that there none of the Asserted Marks have been genuinely used in commerce since their application date.

REQUEST NO. 7: Admit that you have kept records of revenues for any sales of goods or services under the Asserted Marks.

REQUEST NO. 8: Admit that you have kept records of taxes paid to state and federal tax authorities in connection with revenues earned for any sales of goods or services under the Asserted Marks.

REQUEST NO. 9: Admit that the spelling of Applicant's Mark BILLGO is not identical to any of the Asserted Marks.

REQUEST NO. 10: Admit that there is no phonetic identity (i.e., they do not sound the same when spoken under normal rules of American English pronunciation) between Applicant's Mark BILLGO and any of the Asserted Marks.

REQUEST NO. 11: Admit that you do not use any of the Asserted Marks in connection with business assistance, advisory services and consultancy in the fields of budgeting, bookkeeping, preparation and filing of claims, preparation and filing of forms, bill paying, organizing and processing paperwork, development of plan to achieve goals and referral services to bereavement counselors.

REQUEST NO. 12: Admit that you have no present plan to offer business assistance, advisory services and consultancy in the fields of budgeting, bookkeeping, preparation and filing of claims, preparation and filing of forms, bill paying, organizing and processing paperwork, development of plan to achieve goals and referral services to bereavement counselors under any of the Asserted Marks.

REQUEST NO. 13: Admit that you are not aware of any U.S. trademark registration which contains all of the Asserted Goods and Services and Applicant's Service under a single mark.

REQUEST NO. 14: Admit you are not aware of any third party which offers, sells, or provides all of the Asserted Goods and Services and Applicant's Services under a single mark.

REQUEST NO. 15: Admit that computer database management software for use in creating an online database and mobile computer application software for analyzing, displaying, indexing, managing, organizing, searching, sharing, storing, synchronizing, and transmitting personal documents, namely, coupons and medical documents, advertising services, namely, promoting, advertising and marketing the goods of others through couponing, promotions and discounts; promoting, advertising, and marketing the goods of others, namely, administration of a program for enabling participants to obtain discounts, rebates, and incentive awards on products; administration of a consumer loyalty program to promote the goods of others; analyzing market research data and statistics for the purpose of marketing the goods of others through coupons, promotions, and discounts, application service provider featuring software for analyzing, displaying, indexing, managing, organizing, searching, sharing, storing, synchronizing,

and transmitting personal documents, namely, medical documents; hosting and maintaining an online web site and a mobile application for users to participate in discussions, get feedback from other users, form virtual communities, engage in social networking, share information with other users, retailers and service providers, discuss and evaluate products, services, and businesses, and browse store information and receipts, Computer software for use in and downloading consumer information from the internet, network servers, mobile applications, namely, directions, hours of operation, compilations, rankings, ratings, reviews, referrals, recommendations, discounts, coupons, rebates, vouchers and special offers relating to businesses, organizations, restaurants, and service providers; computer search engine software for searching for businesses, organizations, restaurants, and service providers based on a user's geolocation; computer software, namely, graphical user interface software for displaying and communication software for use in sharing a user's location and finding, locating, and interacting with other users and places, Advertising and directory services, namely, providing an online directory of businesses and their locations, hours of operation, and sales information; providing an online searchable database featuring business information; advertising, marketing and promotion services, namely, providing information regarding discounts, coupons, rebates, vouchers, links to the websites of others, and special offers for the goods and services of others; computer services, namely, retail online store services featuring software for use in providing, posting, viewing and downloading information, photos, and reviews of businesses, organizations, restaurants, and service providers; retail online store services featuring software for use in providing software for searching for businesses, organizations, restaurants, and service providers based on a user's geolocation; online business networking services provided via a website for use in posting, reading, and downloading consumer information, namely, directions, hours of operation, ratings, reviews, referrals, recommendations, discounts, coupons, rebates, vouchers and special offers relating to businesses, organizations, restaurants, and service providers, Computer services, namely, hosting computer software applications of others, namely, software for providing, posting, viewing and downloading information, photos, and reviews of businesses, organizations, restaurants, and service providers; Computer services, namely, hosting computer software applications of others, namely, software for providing software for searching for businesses, organizations, restaurants, and service providers based on a user's geolocation; Computer services, namely, hosting and maintaining an online web site and mobile application software of others featuring software for use in engaging in social networking and providing, posting, reading, and downloading consumer information, namely, directions, hours of operation, ratings,

reviews, referrals, recommendations, discounts, coupons, rebates, vouchers and special offers relating to businesses, organizations, restaurants, and service providers, Computer database management software for use in analyzing, displaying, indexing, managing, organizing, searching, sharing, storing, synchronizing, and transmitting personal and business documents, namely, automobile sales and leasing documents, bank statements, coupons, credit card receipts, financial records, household bills, medical documents, real estate sales and leasing documents, receipts, and utility bills; Computer database management software for use in creating an online database for the organization, management, and statistical analysis of digitized receipts, personal and business account data, and financial records, Advertising services, namely, promoting, advertising and marketing the goods of others through electronic couponing, promotions and discounts; promoting, advertising, and marketing the goods of others, namely, administration of an incentive award program for enabling participants to obtain discounts, rebates, and incentive awards on products through the issuance of loyalty cards; administration of a consumer loyalty program to promote the automobiles, computers, groceries, furniture, pharmaceuticals, cosmetics, and clothing of others; analyzing market research data and statistics for the purpose of marketing the goods of others through personalized coupons, promotions, and discounts; promoting the goods and services of others by providing a website featuring retailers and service provider information, discussions and evaluations of products, services, and businesses, and providing a search engine for use in browsing store information, receipts, loyalty rewards, coupons and discounts; business and financial records management services for the organization and management of financial records, namely, managing digitized receipts for others; Services for the organization and management of financial records, namely, records management services in the nature of managing digitized receipts for others, Computer services, namely, hosting and maintaining an online web site and mobile application software of others for use in analyzing, displaying, indexing, managing, organizing, searching, sharing, storing, synchronizing, and transmitting personal and business account documents, namely, automobile sales and leasing documents, bank statements, coupons, financial records, household bills, medical documents, loyalty cards program documents and subscriptions, real estate sales and leasing documents, receipts, store rewards program documents and subscriptions, travel rewards program documents and subscriptions, and utility bills; Computer services, namely, creating an on-line community for registered users to participate in discussions, get feedback from other users, form virtual communities, engage in social networking and share information with other users; Computer services, namely, hosting and maintaining an online website for others for the organization,

management, and statistical analysis of digitized receipts, personal and business account data, financial records, Computer database management software for use in analyzing, displaying, indexing, managing, organizing, searching, sharing, storing, synchronizing, and transmitting personal and business documents, namely, automobile sales and leasing documents, bank statements, coupons, credit card receipts, financial records, household bills, medical documents, real estate sales and leasing documents, receipts, bills, bill payment data, and utility bills; Computer database management software for use in creating an online database for the organization, management, and statistical analysis of digitized receipts, personal and business account data, and financial records are not competing with businesses, and browse store information and receipts are not competitive with business assistance, advisory services and consultancy in the fields of budgeting, bookkeeping, preparation and filing of claims, preparation and filing of forms, bill paying, organizing and processing paperwork, development of plan to achieve goals and referral services to bereavement counselors.

REQUEST NO. 16: Admit that you have no evidence that consumers purchase or attempt to purchase business assistance, advisory services and consultancy in the fields of budgeting, bookkeeping, preparation and filing of claims, preparation and filing of forms, bill paying, organizing and processing paperwork, development of plan to achieve goals and referral services for bereavement counselors from you.

REQUEST NO. 17: Admit that prior to June 21, 2016 you never placed any advertisements, marketing materials, or sales materials on the internet concerning the Asserted Goods and Services identified in Asserted Mark Reg. No. 4752396.

REQUEST NO. 18: Admit that prior to June 21, 2016 you never placed any advertisements, marketing materials, or sales materials on the internet concerning the Asserted Goods and Services identified in Asserted Mark Reg. No. 4629317.

REQUEST NO. 19: Admit that prior to June 21, 2016 you never placed any advertisements, marketing materials, or sales materials on the internet concerning the Asserted Goods and Services identified in Asserted Mark Reg. No. 5093681.

REQUEST NO. 20: Admit that prior to June 21, 2016 you never placed any advertisements, marketing materials, or sales materials on the internet concerning the Asserted Goods identified in Asserted Mark Serial Number 87264136.

REQUEST NO. 21: Admit that you own a domain name including terms identical to the verbal elements of Asserted Mark Reg. No. 4752396.

REQUEST NO. 22: Admit that you own a domain name including terms identical to the verbal elements of Asserted Mark Reg. No. 4629317.

REQUEST NO. 23: Admit that you own a domain name including terms identical to the verbal elements of Asserted Mark Reg. No. 5093681.

REQUEST NO. 24: Admit that you own a domain name including terms identical to the verbal elements of Asserted Mark Serial Number 87264136.

REQUEST NO. 25: Admit that you have not conducted any consumer surveys concerning the level of "fame" or "famousness" of the Asserted Marks Reg. No. 4752396, 4629317, 5093681 and Asserted Mark Serial Number 87264136, as that concept is defined in the Lanham Act (15 U.S.C. § 1125(c)(2)(A)).

REQUEST NO. 26: Admit that you have not conducted any consumer surveys concerning the dilution or potential dilution of Asserted Marks Reg. No. 4752396, 4629317, 5093681 and Asserted Mark Serial Number 87264136 as a result of the intended use of Applicant's Mark.

REQUEST NO. 27: Admit that you did not license the use of any of the Asserted Marks in any way.

REQUEST NO. 28: Admit that you have not sold, offered, or provided any of the Asserted Goods and Services since 3/8/2017.

REQUEST NO. 29: Admit that that none of the Asserted Goods and Services were available in any trade channels for purchase by consumers in the United States since 9/8/2012.

REQUEST NO. 30: Admit that no registered goods or services under Asserted Mark Serial Number 87264136 were available in any trade channels for purchase by consumers in the United States after 12/09/2016.

REQUEST NO. 31: Admit that it has not been possible to purchase all of the Asserted Goods and Services identified in the Asserted Marks since 3/8/2017.

Respectfully submitted,
KUEHN LAW



Dated: November 20, 2017

Cliff Kuehn, Attorney for Applicant
981 Mission Street
San Francisco, CA 94103
(415) 800-2977

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a copy of the foregoing APPLICANT'S FIRST SET OF REQUESTS FOR ADMISSIONS was served on November 20, 2017 by email, pursuant to 37 C.F.R. § 2.119(b), to Opposer at the following address:

billhero14@gmail.com

A handwritten signature in blue ink, consisting of several overlapping loops and strokes, positioned above a horizontal line.

Cliff Kuehn

Application Serial No. 87078094
Published: November 8, 2016

Digital Receipts, LLC

Opposer,

v.

Billhero, Inc.

Applicant.

Opposition/Cancellation No.
91233334

APPLICANT'S FIRST SET OF INTERROGATORIES TO OPPOSER

Pursuant to Rules 26 and 33 of the Federal Rules of Civil Procedure and 37 C.F.R. § 2.120, Applicant Billhero, Inc. ("Applicant") hereby requests that Opposer Digital Receipts, LLC admit to the truth of the following, separately, fully, in writing, and under oath, and deliver its answers to each of the following interrogatories to the offices of Applicant's attorneys, Kuehn Law, cliff@kuehnlawip.com, within 30 days of service of these interrogatories.

DEFINITIONS

1. "Applicant" means Billhero, Inc., the Applicant/Respondent in the above-captioned proceeding.
2. "Opposer", "you," or "your" means Opposer Digital Receipts, LLC, its subsidiaries, divisions, predecessor, and successor companies, affiliates, parents, any partnership or joint venture to which it may be a party, and/or each of its employees, agents, officers, directors, representatives, consultants, accountants, and attorneys, including

any person who served in any such capacity at any time during the relevant time period specified herein.

3. "Applicant's Mark" means the mark that is the subject of U.S. Trademark Application Serial No. 87078094 and this proceeding.
4. "Applicant's Services" shall mean the services identified in U.S. Trademark Application Serial No. 87078094.
5. The "Asserted Marks" means the following marks, collectively, identified in the Notice of Opposition in this proceeding: Asserted Mark Reg. No. 4752396 for EXPENSEMATCH, Asserted Mark Reg. No. 4629317 for BILLMATCH, Asserted Mark Reg. No. 5093681 for BILLHERO, and Asserted Mark Serial No. 87264136 for BILLS2GO.
6. The "Asserted Goods and Services" means the goods and services, collectively, identified in the Asserted Marks.
7. "Document" is synonymous in meaning and equal in scope to its usage in FRCP 34(a)(1)(A). The term "document" refers to any document now or at any time in Opposer's possession, custody, or control. A person is deemed in control of a document if the person has any ownership, possession, or custody of the document, or the right to secure the document or a copy thereof from any person or public or private entity having physical possession thereof.
8. The term "plan" includes proposals, recommendations, analyses, outlines, or studies, whether or not finalized or authorized, in addition to those already implemented.
9. "Communication" means the transmittal of information (in the form of facts, ideas, inquiries, or otherwise).
10. "Concerning" means consisting of, referring to, relating to, reflecting, or being in any way logically or factually connected with the matter discussed.
11. "Identify" with respect to a person who is an individual means to state that person's full name, present or last known address, and current or last known place of employment.
12. "Identify" with respect to a person that is not an individual means to state its: full name, legal form, date of organization, state of incorporation, or organization or other business or license authority, present or last known address and telephone number,

and the identity of its chief executive officer, partners, or persons in equivalent positions.

13. "Identify" with respect to a document means to give, to the extent known, the (a) type of document; (b) general subject matter; (c) date of the document; and (d) author(s), addressee(s), and recipient(s). In the alternative, the responding party may produce the documents, together with identifying information sufficient to satisfy Rule 33 of the Federal Rules of Civil Procedure.
14. "Identify" with respect to communications means to give, to the extent known, (a) a description of the substance of the communication; (b) the form of the communication (e.g., telephone, facsimile, email, etc.); (c) the identity of each person that was a party to and/or present at the time of the communication, as well as the full name, present or last known address, and the current or last known place of employment of each person; (d) the identity of the person whom you contend initiated the communication; and (e) the time, date, and place of the communication.
15. The term "mark" means any word, name, symbol, or device (including any key word or metatag) or any combination thereof.
16. A reference to a "person" includes an individual, corporation, partnership, joint venture, limited liability company, governmental authority, unincorporated organization, trust, association, or other entity and includes all of that person's principals, employees, agents, attorneys, consultants, and other representatives.
17. The terms "and" and "or" shall be construed either conjunctively or disjunctively as necessary to bring within the scope of the request all responses that might otherwise fall outside the scope of this request.
18. The terms "all," "any," or "each" encompass any and all of the matter discussed.
19. The term "USPTO" means the United States Patent and Trademark Office
20. The term "US" or "U.S." mean the United States
21. The terms "Board" or "TTAB" mean the USPTO Trademark Trials and Appeals Board.
22. The use of singular form includes plural, and *vice versa*.
23. The use of present tense includes past tense, and *vice versa*.
24. A masculine, feminine, or neuter pronoun shall not exclude the other genders.

INSTRUCTIONS

1. Each interrogatory is to be answered fully based on information in your possession, custody, or control, or in the possession, custody, or control of your representatives, agents, or attorneys.
2. If you object to any interrogatory or any portion of an interrogatory on the ground that the answer reflects or would reveal the substance of a privileged communication, identify:
 - a) the nature of the privilege or protection claimed;
 - b) the person who made the communication, whether oral or in writing;
 - c) if the communication was oral, all persons present while the communication was made;
 - d) if the communication was written, the author, addressees, and any other recipients;
 - e) the relationship of the author of the communication to each recipient;
 - f) the relationship of the persons present to the person who made the communication;
 - g) the date and place of the communication; and
 - h) the general subject matter of the communication.
3. Unless otherwise stated herein, all requests apply to activities in or in connection with the United States.
4. If you respond to an interrogatory by reference to documents pursuant to Federal Rule of Civil Procedure 33(d), identify the documents with specificity, including by identifying the applicable Bates Number range to the extent the documents are produced in response to document requests in this proceeding.
5. These requests are continuing in nature. If you receive or otherwise become aware of information responsive to any request after you have served your responses to these requests, you must promptly supplement your responses to these requests to provide such information, as required by Federal Rule of Civil Procedure 26(e) and TBMP § 408.03.

6. For the convenience of the Board and the parties, each request should be quoted in full immediately preceding your response.

INTERROGATORIES

INTERROGATORY NO. 1: Identify and describe the date and circumstances of Opposer first becoming aware of Applicant's alleged use and application of Applicant's Mark.

INTERROGATORY NO. 2: Identify all of the services in connection with which Applicant has used or is using any mark that you contend infringes or dilutes the Asserted Marks in any way.

INTERROGATORY NO. 3: Identify and describe in detail the date and circumstances of Opposer first becoming aware of Applicant's Mark allegedly causing a likelihood of confusion, being descriptive, and being dilutive of any of the Asserted Marks, and any other conduct complained of in the notice of opposition.

INTERROGATORY NO. 4: Identify and describe in detail all trademark rights, whether common law, pending registration, or registered, which you considered to potentially be damaged by Applicant's Mark but ultimately chose not to assert in the notice of opposition.

INTERROGATORY NO. 5: Explain the reasoning and/or circumstances under which you chose to proceed with the Asserted Marks and not with any other trademark rights you own.

INTERROGATORY NO. 6: Describe the facts and circumstances concerning your conception, creation, selection, and adoption of the Asserted Marks.

INTERROGATORY NO. 7: Identify all persons who participated in or were or are responsible for the conception, creation, selection, or adoption of any Asserted Mark.

INTERROGATORY NO. 8: Identify by jurisdiction and registration or serial number any and all federal and state trademark registration(s) and application(s), whether current

(including pending) or dead, for the Asserted Marks and any mark you own that resembles or incorporates any of the Asserted Marks in whole or in part.

INTERROGATORY NO. 9: Identify all goods and services that Opposer has offered for sale, sold, or provided under or in connection with the Asserted Marks in the United States.

INTERROGATORY NO. 10: For each good or service that you have offered, sold, or provided under or in connection with the Asserted Marks, state the date ranges of actual and planned use of the Asserted Marks in connection with the good or service, including the specific date of first use or intended first use of the mark for each good or service.

INTERROGATORY NO. 11: For each good or service that you have offered, sold, or provided under or in connection with the Asserted Marks, state the suggested or expected retail price of the good or service.

INTERROGATORY NO. 12: Describe the nature of any advertisements, promotional materials, and marketing materials (for example, newspaper advertisements, magazine advertisements, internet websites, television commercials, brochures), including by identifying the specific media (for example, *The New York Times*, *Time* magazine, Google.com, CBS Network television) in which Opposer is using, has used, or plans to use the Asserted Marks.

INTERROGATORY NO. 13: Identify all website(s) displaying the Asserted Marks that are owned, operated, or controlled by Opposer, and all persons who participated in or were or are responsible for the creation and development of each website.

INTERROGATORY NO. 14: Identify all persons who participated in or were or are responsible for the marketing or advertising of any goods or services offered for sale, sold, or intended to be offered for sale or sold by or for Opposer under or in connection with the Asserted Marks.

INTERROGATORY NO. 15: Identify all persons who participated in or were or are responsible for the provision of any goods or services offered for sale, sold, or intended

to be offered for sale or sold by or for Opposer under or in connection with the Asserted Marks.

INTERROGATORY NO. 16: Describe all market research conducted by or on behalf of Opposer concerning the Asserted Marks or any goods or services marketed or proposed to be marketed under the Asserted Marks, including the results of such research.

INTERROGATORY NO. 17: Describe all channels of trade in the United States through which Opposer has offered for sale, sold, or intends to offer for sale or sell goods or services under or in connection with the Asserted Marks.

INTERROGATORY NO. 18: Describe all classes and/or types of customers (for example, age, gender, socioeconomic group) that comprise the intended market for goods or services offered for sale, sold, or intended to be offered for sale or sold under or in connection with the Asserted Marks.

INTERROGATORY NO. 19: Identify the geographic regions in the United States in which Opposer has or has caused to be advertised, promoted, marketed, displayed, distributed, offered for sale, or sold, or plans or intends to advertise, promote, market, display, distribute, offer for sale, or sell, either directly or through others, any goods or services under or in connection with the Asserted Marks.

INTERROGATORY NO. 20: Identify by name and location all trade shows in the United States where goods or services under the Asserted Marks have been displayed, promoted, or sold.

INTERROGATORY NO. 21: Identify and describe all expenditures incurred by you in connection with the development, production, distribution, promotion, advertisement, and sale of any goods or services under the Asserted Marks, including by identifying the nature and amount of each expenditure.

INTERROGATORY NO. 22: Identify all agreements concerning the Asserted Marks by date, parties to the agreement, and the subject matter of the agreement.

INTERROGATORY NO. 23: Describe any communications between Opposer and any third party concerning Applicant or Applicant's Marks, and any actions taken by Opposer as a result of such communications.

INTERROGATORY NO. 24: Identify all persons, including but not limited to Applicant and third parties, with whom Opposer has communicated regarding the protection or enforcement of trademark rights associated with the Asserted Marks, and, for each such person, identify the date(s) of the communication(s) and the nature and substance of each such communication.

INTERROGATORY NO. 25: Identify and describe in detail all trademark or domain name watch or surveillance notices related to Applicant's Mark received or reviewed by Opposer.

INTERROGATORY NO. 26: Describe in detail all facts and circumstances that show that Applicant willfully, knowingly or intentionally adopted or used any Asserted Mark to cause confusion or mistake, or to deceive.

INTERROGATORY NO. 27: Describe in detail all facts and circumstances that show that the Asserted Marks are famous.

INTERROGATORY NO. 28: State the date when you claim the Asserted Marks became famous.

INTERROGATORY NO. 29: Describe in detail all facts and circumstances that support your claim that the Asserted Marks were famous as of the date required to be identified in your response to Interrogatory No. 28.

INTERROGATORY NO. 30: Identify and describe in detail all administrative proceedings and litigations related to any of the Asserted Marks other than this proceeding.

INTERROGATORY NO. 31: Identify all persons furnishing information for the responses to these interrogatories, designating the number of each interrogatory for which such persons furnished information.

INTERROGATORY NO. 32: Describe each and every instance of which Opposer is aware in which any person has been in any way confused, mistaken, or deceived as to the origin or sponsorship of any goods or services sold or offered for sale under or in connection with the Applicant's Mark.

INTERROGATORY NO. 33: Identify all surveys, studies, investigations, or research conducted by or on behalf of Opposer in connection with Applicant's Mark or any other mark that incorporates Applicant's Mark in whole or in part, by date, title, the entity conducting the survey, and the person requesting the survey.

Respectfully submitted,
KUEHN LAW



Cliff Kuehn, Attorney for Applicant
981 Mission Street
San Francisco, CA 94103
(415) 800-2977

Dated: November 21, 2017

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a copy of the foregoing APPLICANT'S FIRST SET OF INTERROGATORIES TO OPPOSER was served on November 21, 2017 by email, pursuant to 37 C.F.R. § 2.119(b), to Opposer at the following address:

billhero14@gmail.com

A handwritten signature in blue ink, appearing to read "Cliff Kuehn", is written over a horizontal line.

Cliff Kuehn

**Exhibit 24**

Cliff Kuehn <cliff@kuehnlawip.com>

First set of interrogatories for Opposition 91233334

6 messages

Cliff Kuehn <cliff@kuehnlawip.com>
To: Bill Hero <billhero14@gmail.com>

Tue, Nov 21, 2017 at 3:26 PM

Service copy for interrogatories.


Best,
Cliff

--
Cliff Kuehn
Attorney and Principal

Kuehn Law
981 Mission Street (new address)
San Francisco, CA 94103

+1 415 800 2977

Confidentiality Notice: The information contained in this message and any attachments definitely contains confidential and privileged material. If you received this in error, please contact the sender and delete all electronic and hard copies of the messages and/or attachments.

 **20171121144051262.pdf**
713K

Cliff Kuehn <cliff@kuehnlawip.com>
To: Bill Hero <billhero14@gmail.com>

Fri, Dec 22, 2017 at 1:01 PM

Dear Mr. Batterman,

You were served interrogatories and requests for admissions on November 20 and 21, 2017, respectively.

As you are well aware, you had a 30-day deadline to submit appropriate discovery responses, meaning responses to the interrogatories and requests for admissions were to be submitted by now. To date, we have not received any response from you.

In order for the proceedings to move smoothly, we need your responses. Please indicate whether you intend to respond and when we should expect responses by.

Best,
Cliff
[Quoted text hidden]

Cliff Kuehn <cliff@kuehnlawip.com>
To: Bill Hero <billhero14@gmail.com>

Fri, Dec 29, 2017 at 1:37 PM

Dear Mr. Batterman,

It has been more than a week since your interrogatory responses and admissions were due, and my office has not heard from you. We are writing to determine the reason for your failure to respond, and also whether you intend to respond at all. Please inform us if you have retained counsel, with whom we will direct all future communications.

This is the second attempt at trying to resolve this situation. Please contact me at your earlier convenience. Should we not hear from you soon, we will have no choice but to seek other legal means for proceeding in the related matters.

Best,
Cliff

[Quoted text hidden]

Cliff Kuehn <cliff@kuehnlawip.com>
To: Bill Hero <billhero14@gmail.com>

Tue, Jan 9, 2018 at 12:46 PM

Dear Mr. Batterman,

I've just left a voicemail for you at [215-650-7221](tel:215-650-7221). We need your discovery responses, which we've not received. Failure to provide them leaves us no choice but to pursue further action at the TTAB, which I'm sure you are familiar with.

This is the third attempt to reach you about the discovery responses due December 20 and 21st, after emails sent to you on December 22, 2017 and December 29, 2017.

Best,
Cliff

[Quoted text hidden]

Bill Hero <billhero14@gmail.com>
To: Cliff Kuehn <cliff@kuehnlawip.com>

Fri, Jan 12, 2018 at 1:16 PM

Mr. Kuehn,

I did just receive your previous emails as they went to spam. We will be providing our responses shortly as we had our buildings sprinkler system go off and our office documents as well as our electronics were destroyed. We are currently dealing with insurance for this unfortunate event in our building and request your understanding of our current situation regarding the delay in response. Have a good weekend.

Thank you,

Chad Batterman

[Quoted text hidden]

Cliff Kuehn <cliff@kuehnlawip.com>
To: Bill Hero <billhero14@gmail.com>

Fri, Jan 12, 2018 at 3:08 PM

Responses were due almost a month ago, when do you plan on getting those in? I know you're not an attorney, but that's not excuse to be ignorant of your legal responsibility to respond within 30 days. Quite frankly, your alleged destruction of electronics is not an excuse.

[Quoted text hidden]

Exhibit 25

domainsherpa.com

BE INTERVIEWED ON DOMAINSHERPA CONTACT US

Google Custom Search

Featured Interviews:

ALI ZANDI ANDREW ROSENER DANNY SULLIVAN FRANK SCHILLING GIUSEPPE GRAZIANO

Interviews Reviews Flips Discover Buy Manage Monetize Sell News Dictionary

Complete Newbie Guide to Becoming a Domainer

Jason Allen Goodlin March 13, 2011 | Updated: December 9, 2015 44

Want to know how to get started as a domainer? Do you identify yourself as a domain name newbie? You found the right article to get you started.

As a new domainer, there is an abundance of domain name industry information to soak in. Often times you may feel like you're taking a drink of water from a fire hose. However, if you follow the right path, you can enjoy long-term success. This article will help you short-circuit the domain name learning process and get up-to-speed faster.

Step 1: Visit [Domaining.com](#), Sign-up for a Free Account

[Domaining](#) is the process of buying, selling and monetizing domain names for profit. What better place to begin as a domainer than by visiting [Domaining.com](#).

Domaining.com aggregates and sends out an email newsletter containing links to the latest articles from top domain name blogs. Click on the Create Your Account link on the top right side of the website. Follow the steps in the process and at the end you'll have an account, a newsletter (you specify the frequency) and access to the cumulative knowledge of the domaining industry.

A Domaining.com account allows you to log in to many sites, including [BargainDomains.com](#) (auctions), [Valueate.com](#) (domain valuation system), [PremiumDomains.com](#) (premium value domain names), and [Domainers.org](#) (domainer directory).

Domain	Original Price	Buyer Price	Days	From	Amount	CPI	Unit
LovelyLingerie.com	\$0.700	\$26,000	2	282,000	719	\$0.50	\$m
Friendee.com	\$3,500	\$26,000	2	235,000	0	\$1.26	\$m
SteinCellStock.com	\$600	\$99	7	215,000	475	\$2.87	\$m
Tub.net	\$5,200	\$16,800	2	4,165,000	14,762	\$0.86	\$m
888.us	\$600	\$2,200	3	\$2,400,000	1,073	\$0.63	\$m

Step 2: Discover Popular Niches

What are the most popular niches in the domain industry? Today's popular domain name niches include jobs, resumes, hotels, 3D, education, games, products, services, and travel.

Keep an eye on the most popular culture and trends. By doing so, you can make inexpensive purchases and then resell them for a profit. Read domain blogs to keep up-to-date with the popular domain niches, and check the newspaper, Alexa.com, and popular websites for popular niches that are gathering steam.

Notice: DomainSherpa does not endorse products or services, nor use [affiliate links](#). Do your due diligence. Do not register TM domains. Use sound judgement.

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estibot.com ESCROW.COM DAVID E. WESLOW Attorney at Law

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Join the other 5,100+ readers! (Emailed every Monday when we air new shows)

Follow us on: Google+, Twitter, Facebook

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MEET DOMAINSHERPA LIVE

Conferences, events and meetups our DomainSherpa Executive Producer, [Tess Diaz](#), will be attending:

- NamesCon, Jan 28-31, 2018
- Name Summit, Aug 7-8, 2018

THE DOMAINSHERPA STORY

Exhibit 26

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

In re the Application of:
BILLHERO, INC.
Application Serial No.: 87/078,094
Filed: June 21, 2016
Mark: BILLGO
Published in the Official Gazette
of November 08, 2016

Digital Receipts, LLC,)	
)	
Opposer,)	
)	Opposition No.: 91/233,334
v.)	
)	
BillHero, Inc.,)	
)	
Applicant)	

OPPOSER’S INITIAL DISCLOSURES

Pursuant to Rule 26(a)(1) of the Federal Rules of Civil Procedure and Rule 2.1.20(a)(1) of the Trademark Rules of Practice, the Opposer, Digital Receipts, LLC. (the “Opposer” or “Digital Receipts”), submits the following initial disclosures to the Applicant, Billhero, Inc. (the “Applicant” or “Billhero”).

These disclosures are based upon information reasonably available to the Opposer at this time. The Opposer reserves the right to revise and supplement these disclosures pursuant to Fed. R. Civ. P. 26(e)(1) in the event additional information becomes available during the course of this proceeding.

The Opposer reserves the right to object to the admissibility of the information disclosed and reserves any other applicable objections it may have to producing materials described below, including but not limited to objections based on the relevance, attorney-client privilege, work product doctrine, undue burden or harassment, immateriality, over-breadth, and/or confidentiality.

A. Witness

Pursuant to Rule 26(a)(1)(A) the Opposer presently believes that the following individuals are likely to have discoverable information relevant to the Opposer's claims or defenses. The Opposer reserves the right to identify or call as witnesses other individuals, in addition to those identified herein, if it is discovered that such individuals have or might have knowledge of matters not known by the individuals identified herein and relevant to this action. The Opposer further reserves the right to call as witnesses individuals, in addition to those identified herein, who have been identified in the Applicant's Initial Disclosures or other evidence. To the extent that witnesses not identified herein may be required to authenticate any exhibits offered into evidence, the Opposer reserves the right to obtain their testimony.

The identity of additional individuals known or who become known, or the existence of relevance of information possessed by other individuals known or who become known to the Opposer, is likely to be revealed through ongoing investigation. Accordingly, any such individuals will be supplementally disclosed pursuant to Rule 26(e).

1. Chad Batterman
Digital Receipts, LLC
203 NE Front Street, Suite 101
Milford, DE 19963
2. Priya (last name unknown)
Developer/Marketing
Bangladesh, India
3. Dhriti (last name unknown)
Developer/Product Manager
Bangladesh, India

The witnesses identified in Nos. 1, 2, and 3 above are listed herein because they may have information concerning inter alia, of the Opposer's Federal registrations and applications for EXPENSEMATCH, BILLMATCH, BILLHERO, BILLS2GO marks; marketing, advertising and sales of EXPENSEMATCH, BILLMATCH, BILLHERO, BILLS2GO marks; actual or potential consumer confusion between Applicant's BILLGO mark and Opposer's EXPENSEMATCH, BILLMATCH, BILLHERO, BILLS2GO marks.

B. Documents and Tangible Things

Digital Receipts identifies the following categories of documents that are in their possession or control: documents showing the use of EXPENSEMATCH, BILLMATCH, BILLHERO, BILLS2GO marks; documents pertaining to the trademark registration and prosecution history of the EXPENSEMATCH, BILLMATCH, BILLHERO marks; documents pertaining to the trademark application and prosecution history of the BILLS2GO mark; advertisements and marketing material showing the EXPENSEMATCH, BILLMATCH, BILLHERO, BILLS2GO marks; historical and current advertising, marketing and promotion of services and goods under the EXPENSEMATCH, BILLMATCH, BILLHERO, BILLS2GO marks; documents relevant to a likelihood of confusion analysis; documents relevant to a descriptiveness analysis; documents relevant to a dilution analysis; documents relevant to a no bona fide intent to use the mark in commerce analysis; and documents relevant to a fraud on the USPTO analysis.

Documents relating to Applicant's goods and services.

Documents relating to Applicant's trademark prosecution.

Digital Receipts reserves the right to supplement this disclosure as additional information and documents are discovered. Digital Receipts reserves the right to withhold production of documents that are privileged or otherwise immune from discovery.


In making these disclosures the Opposer does not represent that any particular documents exist. Additional documents are expected to be revealed through ongoing investigation. The Opposer reserves the right to supplement disclosure of additional documents as discovery progresses and as the scope of the Parties' claims become more defined.

The documents identified above may be obtained from Digital Receipt's correspondence contact of record through a properly-framed request for production of documents, subject to an appropriate protective order to limit dissemination of commercially sensitive information.

Documents identified above are located at the Opposer's office.

May 30, 2017
Date

Respectfully submitted,

By: 
Chad Batterman
Digital Receipts, LLC
203 NE Front Street, Suite 101
Milford, DE 19963

CERTIFICATE OF SERVICE

I certify that a copy of the foregoing OPPOSER'S INITIAL DISCLOSURES, was served this date by e-mail, on the Applicant as follows:

Mr. Daniel Sineway

MORRIS MANNING & MARTIN LLP

dsineway@mmmlaw.com

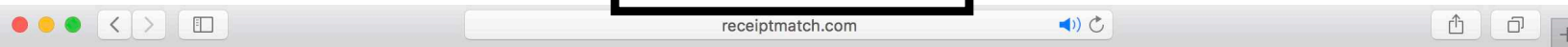
May 30, 2017

Date

/s/ Chad Batterman

Chad Batterman

Exhibit 27



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Features

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Why ReceiptMatch

Our Company




Support

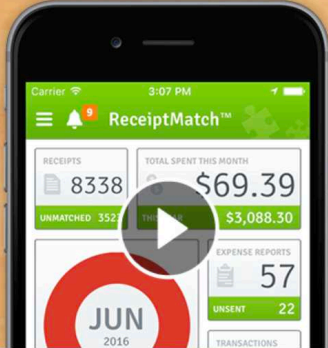
Not Just Receipts.
Not Just For Business.™

The Best way to Manage Receipts,
Expenses and Rewards.

Watch Video 

Or



Experience ReceiptMatch™

Individual Team

Vendor Details

Vendor Hours

Payment

Map

Return Policy

ITEMS

- Watch Sport \$399.00
- iPhone 5 \$599.00
- MacBook \$1299.00
- iPhone Touch \$599.00

ReceiptBot

The Ultimate Scanner

With the accuracy and precision of our ReceiptBot® technology, scanned and emailed receipts are captured in a snap and transformed into informative and usable data to deliver a brand new receipt experience!

