

05/10/2012

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office



103644354

To the Director of the U. S. Patent and Trademark Office

Attachments or the new address(es) below.

RE MED 5/12

1. Name of conveying party(ies):

Dinner Divas, Inc
Julie Oldroyd

- Individual(s)
- General Partnership
- Corporation- State: UTAH
- Other
- Association
- Limited Partnership

Citizenship (see guidelines)

Additional names of conveying parties attached? Yes No

3. Nature of conveyance (Execution Date(s) :

Execution Date(s) July 19, 2007

- Assignment
- Security Agreement
- Other Per Joint Use Agreement
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Sara Harez & Uwe Sellegast

Internal Address: Dinner Divas

Street Address: 121 Camrose Place

City: Walnut Creek

State: CA

Country: USA Zip: 94596

- Association Citizenship
- General Partnership Citizenship USA
- Limited Partnership Citizenship
- Corporation Citizenship
- Other Citizenship

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

Serial No. 78531020

B. Trademark Registration No.(s)

3555 249

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

The company formerly known as Dinner Divas UTAH has abandoned the Trademark based on prima facie evidence as outlined in Joint Use Agreement

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Sara Harez & Uwe Sellegast

Internal Address: Dinner Divas

Street Address: 121 Camrose Place

City: Walnut Creek

State: CA Zip: 94596

Phone Number: 925-935-3282

Fax Number: 925-935-8898

Email Address: sara@saraharez.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number

Authorized User Name

9. Signature:

Signature

3/20/12
Date

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

or sara@dinnerdivas.com

AGREEMENT

This Agreement, made and effective as of 7/19/07, by and between Dinner Divas, Inc., a Utah corporation, doing business as "Dinner Divas" with a principal place of business in Springville, Utah ("DD-UTAH"), and Sara Hare, an individual, and Sara Hare and Uwe Settegast, a California Partnership, with a principal place of business in Walnut Creek, California, doing business as "Dinner Divas" ("DD-CALIFORNIA") (collectively "the Parties").

1. RECITALS:

(a) For some time, the Parties have been using and desire to continue to use the "Dinner Divas" trade name and respective logo marks in connection with their respective GOODS AND SERVICES, as defined below.

(b) Both DD-UTAH and DD-CALIFORNIA, have applied for federal registration of a "Dinner Divas" mark (Serial No. 78531020 and Serial No. 78538149, respectively). The DD-UTAH mark was published for opposition, and DD-CALIFORNIA filed an opposition to registration with the Trademark Trial and Appeal Board ("Opposition"). Action on DD-CALIFORNIA's application has been suspended pending final action on DD-UTAH's application.

(c) The Parties desire to resolve their disputes and enter an agreement to provide for their continued respective use of the word mark "Dinner Divas" and any "Dinner Divas" logos in specified geographical areas in connection with the GOODS AND SERVICES, defined below.

Therefore, in consideration of the foregoing and the mutual promises provided herein, and intending to be legally bound, the parties hereby agree as follows:

2. DEFINITIONS:

The capitalized terms used herein shall have the respective meanings as defined in this paragraph:

DD-UTAH

Dinner Divas, Inc., a Utah corporation, doing business as "Dinner Divas" with a principal place of business in Springville, Utah.

DD-CALIFORNIA

Sara Hare, an individual, and Sara Hare and Uwe Settegast, a California Partnership.

PARTIES

DD-UTAH and DD-CALIFORNIA and their respective principals, officers, employees, affiliated business entities, and websites.

DD-MARK

The words "Dinner Divas".

DD-UTAH LOGO

The stylized "Dinner Divas" font used by DD-UTAH, and applied for in its application for federal registration and that font together with the logo used on its www.dinnerdivas.biz website.

DD-CALIFORNIA MARK

The words "Dinner Divas" as stated in the trademark application of DD-CALIFORNIA.

DD-LOGOS or RESPECTIVE LOGO

The DD-UTAH LOGO and DD-CALIFORNIA MARK.

GOODS AND SERVICES

The goods and services offered, provided, and/or sold by the Parties, as described in their respective trademark applications. For the DD-UTAH LOGO these services are classified in the international class "045" as "personal chef services". For the DD-CALIFORNIA MARK these services are classified in international class "041" as "planning and conducting culinary special events in the nature of cooking parties; and cooking schools".

DD-UTAH TERRITORY

The following states: Utah, Arizona, Colorado, Idaho, Alabama, Alaska, Arkansas, District of Columbia, Hawaii, Iowa, Kansas, Kentucky, Louisiana, Mississippi, Missouri, Montana, Nevada, New Mexico, North Carolina, North Dakota, Ohio, Oklahoma, South Carolina, South Dakota, Tennessee, Texas, West Virginia, and Wyoming.

DD-CALIFORNIA TERRITORY

The following states: California, Oregon, Washington, Maine, New Hampshire, Vermont, Massachusetts, Connecticut, Rhode Island, New York, New Jersey, Pennsylvania, Maryland, Delaware, Illinois, Michigan, Indiana, Minnesota, Wisconsin, Florida, Georgia, and Virginia.

3. CONSENT TO USE OF MARKS:

(a) DD-UTAH agrees to prepare and execute, on its business letterhead, a letter consenting to DD-CALIFORNIA's use, and registration of, the DD-MARK under Serial No. 78538149. This letter shall be in the form and contain the text as shown in the attached Exhibit A.

(b) DD-CALIFORNIA agrees to prepare and execute, on its business letterhead, a letter consenting to DD-UTAH's use, and the registration of the DD-UTAH LOGO under Serial No. 78531020. This letter shall be in the form and contain the text as shown in the attached Exhibit B.

4. WITHDRAWAL OF OPPOSITION: Within seven (7) days after receiving a

Notice of Allowance of registration of its trademark application (Serial Number 78538149), DD-CALIFORNIA will withdraw its Opposition filed with the Trademarks Trial and Appeal Board in connection with DD-UTAH's application Serial No. 78531020, and will not further oppose registration of that mark.

5. GRANT:

(a) DD-UTAH hereby grants to DD-CALIFORNIA a license to market, offer, provide, and/or sell the GOODS AND SERVICES described in the DD-UTAH trademark application in the DD-CALIFORNIA TERRITORY. Nothing in this Agreement conveys to DD-CALIFORNIA any right, title, or interest in or to the DD-UTAH LOGO.

(b) DD-CALIFORNIA hereby grants to DD-UTAH a license to market, offer, provide, and/or sell the GOODS AND SERVICES described in the DD-CALIFORNIA trademark application in the DD-UTAH TERRITORY. Nothing in this Agreement conveys to DD-UTAH any right, title, or interest in or to the DD-CALIFORNIA MARK.

6. SCOPE OF AGREEMENT:

The scope of this agreement shall be limited to the defined GOODS AND SERVICES. No other products or services are subject to the geographical limitation contained in this agreement.

7. RESPONSIBILITY, RELATIONSHIP AND INDEMNITY:

(a) The Parties agree that each party is responsible for the supply of all goods and services to its customers and for development of all associated materials and information and neither shall have the power or right to make any commitment binding or obligating the other party in any manner. Nothing herein shall be construed as placing the Parties in an agency, partnership or joint venture relationship, and neither party shall represent itself as having any such relationship with the other party or that it is in any other way associated with the other party except as defined by the Parties under this Agreement. Nothing herein shall be deemed to constitute a marketing plan with respect to the GOODS AND SERVICES.

(b) The parties agree that they will use their best efforts to provide high quality goods and services under the DD-MARK in order to preserve and maintain goodwill under that mark.

(c) The Parties shall post the following notice on their respective websites:

- (1) DD-UTAH shall post: "Not affiliated with 'Dinner Divas' of California";
- (2) DD-CALIFORNIA shall post: "Not affiliated with 'Dinner Divas' of Utah".

(d) A first party shall indemnify the other and hold the second party harmless from and against all claims and liabilities arising from the first party's marketing, offering, providing, and/or selling the GOODS AND SERVICES under the DD-MARK or RESPECTIVE LOGO.

8. INFRINGEMENT:

The Parties agree to promptly notify the other party of (a) any unauthorized use of the DD-MARK or the other party's RESPECTIVE LOGO by third parties, and (b) any infringement or similar third party claims based on the Parties' use of the DD-MARK or the Parties' RESPECTIVE LOGOs, as soon as any such use or claim may come to either party's attention. Each party shall have the sole right and discretion to take action to obtain relief from such unauthorized use or claim, and will reasonably cooperate with the other party hereto in any enforcement or defense action or effort which one of the Parties may take to protect or to defend its rights in the DD-MARK and/or its RESPECTIVE LOGO, and its right to use the DD-MARK and/or its LOGO under this Agreement.

9. TERM; RIGHTS AND OBLIGATIONS ON TERMINATION:

(a) This Agreement shall be effective as of the date first above written and, unless sooner terminated or extended as hereinafter provided, shall be perpetual unless otherwise terminated as provided below.

(b) Each party shall have the right to use their DD-MARK and their RESPECTIVE LOGO under the terms of this Agreement, as long as desired. Each party shall have the right to license, assign, sell or otherwise transfer the DD-MARK and their RESPECTIVE LOGO, subject to the terms of this Agreement.

(c) Notwithstanding the provisions of Section 9(b), in the event that a party abandons the DD-MARK or LOGO, the second party shall have the right to terminate this Agreement. Upon termination of this Agreement under this Section 9(c), all rights in and to the abandoned DD-MARK and the abandoned LOGO and the goodwill associated therewith shall revert to the second party. In this Agreement, "abandoned" means when its use has been discontinued with intent not to resume such use. Intent not to resume may be inferred from circumstances. Nonuse for twelve (12) consecutive months shall be prima facie evidence of abandonment. "Use" of a mark means the bona fide use of such mark made in the ordinary course of trade, and not made merely to reserve a right in a mark.

(d) This Agreement shall terminate, if after written notice and a 30-day opportunity to cure, a party breaches any material provision of this Agreement. Upon termination of this Agreement under this Section 9(d), all rights in and to the DD-MARK and the RESPECTIVE LOGOs and the goodwill associated therewith shall revert to the non-breaching party.

10. COMMUNICATIONS:

All notices and other communications from one party to the other shall be addressed to send to the party's address below:

DD-UTAH

Dinner Divas, Inc.
1069 E. 1000 S.
Springville, UT 84663

DD-CALIFORNIA

Sara Hare and Uwe Settegast, a California Partnership
121 Camrose Place
Walnut Creek, CA 94596

Sara Settegast Hare
121 Camrose Place
Walnut Creek, CA 94596

II. ENTIRE AGREEMENT:

This Agreement contains the entire agreement between the parties relating to the subject matter hereof, and all prior proposals, discussions or writings are superseded hereby. The terms of this Agreement shall be binding upon and shall inure to the benefit of the Parties and their successors, heirs, and assigns.

IN WITNESS WHEREOF, the Parties have caused this instrument to be duly executed in duplicate counterparts as of the day and year first written above.

DD-UTAH

By: *James M. Pedregon*
Title: *President*
Date: *June 6, 07*

DD-CALIFORNIA

By: *[Signature]* *[Signature]*
Title: *CEO*
Date: *July 19, 2007* *19 July 2007*

SARA SETTEGAST HARE (Individually)

July 19, 2007
Date:

EXHIBIT A

To Whom It May Concern:

Dinner Divas, Inc., a Utah Corporation, ("DD-UTAH") is the applicant on U.S. trademark application serial number 78/531,020.

DD-UTAH understands that Sara Settegast Hare of Walnut Creek, California and Sara Hare and Uwe Settegast, a California Partnership ("DD-CALIFORNIA"), is the applicant on U.S. trademark application serial number 78/538,149.

DD-UTAH and DD-CALIFORNIA have entered into an agreement whereby each party has agreed to geographic limits on its respective use the "Dinner Divas" mark on the goods and services described in the trademark applications. Therefore, DD-UTAH believes that concurrent use and registration by the parties of the respective marks for these respective services is not likely to cause confusion, mistake or deception for the following reasons:

1. Due to the personal nature of the services provided, the customers will seek the services from the party that is geographically closest. Therefore, each party has agreed to use the mark in a specific geographic territory, which territory does not overlap with the other party's territory. Each party has agreed to disclaim any affiliation with the other party on the respective websites.

2. The marks identify different services in different classifications. DD-UTAH provides "personal chef services" in international class "045", and DD-CALIFORNIA provides "planning and conducting culinary special events in the nature of cooking parties; and cooking schools" in international class "041".

3. DD-UTAH believes it and DD-CALIFORNIA are in the best position to discern whether confusion is likely, and based on knowledge of the marketing environment and the personal nature of the services provided, the geographic difference, and differences in services and classifications are sufficient to preclude a likelihood of confusion.

Accordingly, DD-UTAH hereby consents to registration of "Dinner Divas" (serial number 78/538,149).

Very truly yours,

Dinner Divas, Inc.

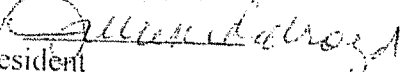
By  President

EXHIBIT A

To Whom It May Concern:

Dinner Divas, Inc., a Utah Corporation, ("DD-UTAH") is the applicant on U.S. trademark application serial number 78/531,020.

DD-UTAH understands that Sara Settegast Hare of Walnut Creek, California and Sara Hare and Uwe Settegast, a California Partnership ("DD-CALIFORNIA"), is the applicant on U.S. trademark application serial number 78/538,149.

DD-UTAH and DD-CALIFORNIA have entered into an agreement whereby each party has agreed to geographic limits on its respective use the "Dinner Divas" mark on the goods and services described in the trademark applications. Therefore, DD-UTAH believes that concurrent use and registration by the parties of the respective marks for these respective services is not likely to cause confusion, mistake or deception for the following reasons:

1. Due to the personal nature of the services provided, the customers will seek the services from the party that is geographically closest. Therefore, each party has agreed to use the mark in a specific geographic territory, which territory does not overlap with the other party's territory. Each party has agreed to disclaim any affiliation with the other party on the respective websites.

2. The marks identify different services in different classifications. DD-UTAH provides "personal chef services" in international class "045", and DD-CALIFORNIA provides "planning and conducting culinary special events in the nature of cooking parties; and cooking schools" in international class "041".

3. DD-UTAH believes it and DD-CALIFORNIA are in the best position to discern whether confusion is likely, and based on knowledge of the marketing environment and the personal nature of the services provided, the geographic difference, and differences in services and classifications are sufficient to preclude a likelihood of confusion.

Accordingly, DD-UTAH hereby consents to registration of "Dinner Divas" (serial number 78/538,149).

Very truly yours,

Dinner Divas, Inc.

By: 
President

EXHIBIT B

To Whom It May Concern:

Sara Settegast Hare of Walnut Creek, California and Sara Hare and Uwe Settegast, a California Partnership, ("DD-CALIFORNIA"), are the applicant on U.S. trademark application serial number 78/538,149.

Dinner Divas, Inc., a Utah Corporation, ("DD-UTAH") is the applicant on U.S. trademark application serial number 78/531,020.

DD-UTAH and DD-CALIFORNIA have entered into an agreement whereby each party has agreed to geographic limits on its respective use the "Dinner Divas" mark on the goods and services described in the trademark applications. Therefore, DD-CALIFORNIA believes that concurrent use and registration by the parties of the respective marks for these respective services is not likely to cause confusion, mistake or deception for the following reasons:

1. Due to the personal nature of the services provided, the customers will seek the services from the party that is geographically closest. Therefore, each party has agreed to use the mark in a specific geographic territory, which territory does not overlap with the other party's territory. Each party has agreed to disclaim any affiliation with the other party on the respective websites.
2. The marks identify different services in different classifications. DD-UTAH provides "personal chef services" in international class "045", and DD-CALIFORNIA provides "planning and conducting culinary special events in the nature of cooking parties; and cooking schools" in international class "041".
3. DD-CALIFORNIA believes it and DD-UTAH are in the best position to discern whether confusion is likely, and based on knowledge of the marketing environment and the personal nature of the services provided, the geographic difference, and differences in services and classifications are sufficient to preclude a likelihood of confusion.

Accordingly, DD-CALIFORNIA hereby consents to registration of "Dinner Divas" (serial number 78/531,020).

Very truly yours,

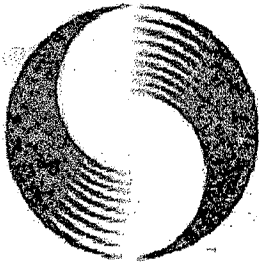

Sara Settegast Hare
Individually and on behalf of the Partnership

Sara Hare
Dinner Divas
121 Camrose Place
Walnut Creek, CA 94596

March 9, 2012

Dear Ms. Hare:

The company Dinner Divas, formerly located at 703 N. Main Street, Suite B, Springville, UTAH 84663, no longer has a business license in Springville City.



Springville

If you have any other questions, please do not hesitate to contact me.

Thank you,
Darlene

Darlene Gray, Executive Assistant
Community Development Department
Springville City Corporation
110 South Main Street
Springville Utah 84663
(801) 491-7861

News

Analysis

What is SiteTrail?

e.g. google.com



dinnerdivas.biz (visit site)

0 trailers

SiteTrail Subscriptions

News Analysis



250 Business Cards - \$10 www.sitepoint.com Free Shipping. Design your Premium Business Cards Online. All for \$10.

Top 2012 Online Grants www.ClassifiedUSA.com Grant Funding May Be Available See If You Qualify!

Job Openings www.findthefirstjob.com Search For Job Openings. Apply For a Position Today!

Single Woman Over 40? MatureSinglesOnly.com The Most Eligible Singles Over 40 NO Profile Needed

Rent To Own Home RentToOwnCentral.com 3 Beds 2 Baths \$70k \$300 Per Month Bad Credit Ok. See Here Now!

Free Obituaries Search ObituariesArchives.com 1) Type In Someone's Name 2) Find Their Obituary Instantly!

Install Google Chrome www.google.com/chrome A free browser where you type less & surf the web faster! Download now

Arrest Records 2 Secrets www.instantbackgroundchecks.com 1) Enter Name and State. 2) Access Full Background Checks Instantly.

AdChoices

AdChoices



Social Media Analysis

Dinnerdivas.biz has over 0 followers on popular social networking platforms such as Facebook. It has been bookmarked over 0 times across major social bookmarking services such as Delicious. Dinnerdivas.biz has been mentioned at least 0 times throughout top social news destinations such as Google News. Over 0 discussions are happening around dinnerdivas.biz on the web.

Networking

- 0 twitter followers
0 facebook likes
10 myspace results
0 bebo results

Bookmarking

- 0 delicious bookmarks
0 bibsonomy bookmarks
0 folkd bookmarks

Media

- 0 youtube videos
0 flickr pictures
0 dailymotion videos

News

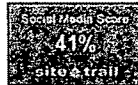
- 0 google stories
0 yahoo stories
0 digg submissions
0 reddit submissions
0 topix stories
0 topsy mentions

Other

- 0 yahoo questions
0 google groups
0 wikipedia articles
0 livejournal entries

Social Media Score Widget

Place this interactive always-updated SiteTrail social media score widget on your site. Just copy and paste the html.



```
<a href="http://www.sitetrail.com
```

SiteTrail Add-ons



Popular News

Skype Reaches 32 Million Simultaneous Users 0 comments

Hotmail Reaches 5 Million Android Downloads 0 comments

38 Million Americans Use Mobile Devices to Visit Social Networks 0 comments

Fibre.com Domain Name Sold For \$10,012 0 comments

Phones Generated 10% Of Internet Traffic Last Year 0 comments

Yieldbot Raises \$4 Million To Help Sell Search Ads 0 comments

SEO Analysis

Dinnerdivas.biz has an average of 0 pages indexed in major search engines like Google, Yahoo and Bing. There are an average of 1 links pointing back to dinnerdivas.biz from other websites around the world. There are a total of 0 listings about dinnerdivas.biz in DMOZ (0 categories) and Yahoo! Directory.

Indexed Pages

Place this interactive always-updated SiteTrail SEO widget on your site. Just copy and paste the html. 1 yahoo pages

Backlinks

- 2 yahoo backlinks
2 alexa backlinks
0/10 google pagerank



```
<a href="http://www.sitetrail.com.com
```

Jun 21, 2011 (12:00 AM UTC)

Popular Sites

- google.com #1
facebook.com #2

Visitor Analysis

Every month, 0 unique visitors visit dinnerdivas.biz, each of whom come back to the site 0.0 times. Majority of them (0%) come from an unknown region and 0 have subscribed via RSS.

Visitors	Visits	Pageviews
0 compete visitors	0 compete visits	0 pageviews
0 quantcast visitors	0 quantcast visits	

Syndication
0 rss subscribers

Visitor Countries
Visitor regions are unavailable.

Traffic Analysis

On average, dinnerdivas.biz is ranked #0 across major traffic ranking services such as Alexa and Compete. This metric shows the popularity of dinnerdivas.biz compared to other sites around the web.

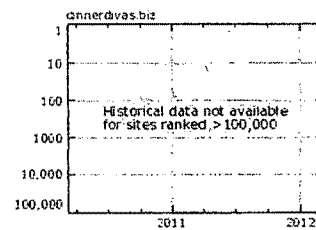
Traffic Ranks

- #0 alexa rank
- #0 compete rank
- #0 quantcast rank

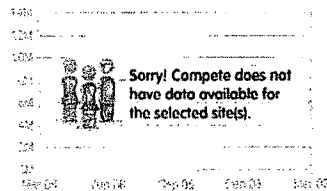
Blog Rank

- #0 technorati rank

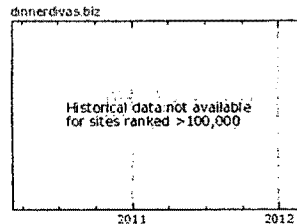
Rank Trend



Visitor Trend



Bounce Trend



Traffic Rank Widget

Place this interactive always-updated SiteTrail traffic rank widget on your site. Just copy and paste the html.



```
<a href="http://www.sitetrail.com" />
```

Revenue Analysis

Dinnerdivas.biz has the potential to earn \$76 USD in advertisement revenue per year. If the site was up for sale, it would be worth approximately \$137 USD.

Revenue	Worth
\$0 USD per day	\$137 USD
\$6 USD per month	
\$76 USD per year	

youtube.com	#3
yahoo.com	#4

Recently Viewed

dinnerdivas.biz	
channelremix.com	
cesgranrio.org.br	#65,837
cheapestwebhosts.net	
thelakedistrict-hotels...	
cheapdomesticflight.ne...	
ourchicagoblog.com	
cavitydentist.com	
hypoallergeniosheddo...	#24,376,188
iddaanaliz.com	#28,957,065
lotojuegos.com	#810,331
quiro.eu	#734,448
caumpooradio.com	
cheapflightstomunich.i...	
chateauelanonline.net	
centerofdentalcare.com	
carresources.info	
freecalplanet.com	#1,159,489
cashinyourmotes.com	
caribbeanbluebook.net	



Featured Sites

dreamtemplate.com	#3,597
lovingag.livejournal...	#74
orange.pl	#4,035
wiraqetur.livejournal...	#71
dadwmotv.pixnet.net	#834
susannaykahin.blog.com	#1,298
rsjun.taobao.com	#16
abendblatt.de	#3,078
interfm.gicp.net	#3,764
edge.net	#851

Value Widget

Place this interactive always-updated SiteTrail value widget on your site. Just copy and paste the html.



```
<a href="http://www.sitetrail.com">
```



Content Analysis

Dinnerdivas.biz's home page is 8527 bytes in size. It has 6 (0% have "alt" attribute). Out of the 114 unique keywords found on dinnerdivas.biz, "hosting" was the most dense.

Title	Page Size
Netfirms, Free Web Hosting, Domain Names for Small Business	8.53 KB
Meta Description	Images
Not available	0 JPG, 6 GIF, 0 PNG
Meta Keywords	0 alt tags, 0 title tags
Not available	6 internal, 0 external
	6 total

Keyword Density

hosting	3.51%	
login control panel	2.63%	
domain names	2.63%	
email	2.63%	
tools	2.63%	
small business	1.75%	
read netfirms	1.75%	
control panel access	1.75%	
watch demo read	1.75%	
netfirms tutorialsguides	1.75%	

Link Analysis

The home page of dinnerdivas.biz links to 12 web pages, 12 of which point to external sites (e.g. netfirms.com). The page also 10 anchor texts of which 0 are nofollow.

Internal	Outbound
0 follow, 0 nofollow	12 follow, 0 nofollow
0 anchor tags, 0 title tags	10 anchor tags, 0 title tags
0 total	12 total

Anchor Texts	Outbound Domains
<ul style="list-style-type: none"> ■ Control Panel ■ demo ■ tutorials/guides ■ 24/7 Customer Care ■ www.netfirms.com ■ click here 	<ul style="list-style-type: none"> ■ netfirms.com

Hosting Analysis

The primary web hosting server where dinnerdivas.biz is hosted resolves to the IP address 67.23.129.145 and is located at Markham, Ontario, Canada.

IP Address

67.23.129.145

IP Decimal (Long)

1125613969

Reverse IP

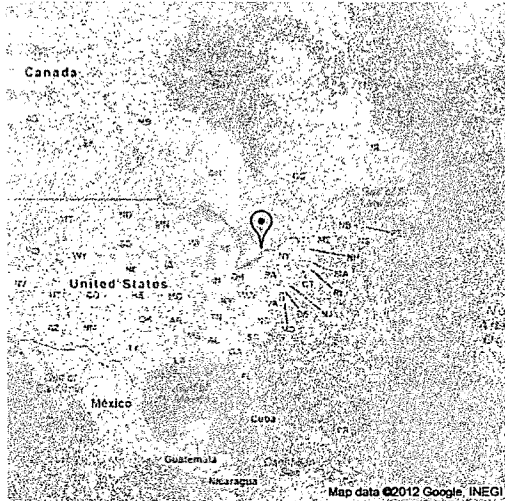
67.23.129.145

Server Location

Markham, Ontario
Canada (3r8g2)
43.8887 (lat) / -79.2687 (long)

Hosting Company

Netfirms Inc
7030 Woodbine Ave.
Suite 800
Markham, ON (L3R-8G2)
Canada



Domain Analysis

The dinnerdivas.biz domain name was registered about 4 decades ago in 1970. It will expire in 7 months and was last updated 4 months ago.

Domain Status	Registrar	Nameservers
Expires: Feb 21, 2012	TUCOWS INC.	NS1.NETFIRMS.COM
Updated: Feb 13, 2011	TUCOWS INC. TUCOWS INC.	NS2.NETFIRMS.COM
Registrant Contact	Admin Contact	Technical Contact
Not available	Not available	Not available

Server Analysis

On average, dinnerdivas.biz web pages load in 0 milliseconds. The site uses about 1 different types of web software that we know of and consists of about 0% JavaScript code.

Software Used	Languages Used	Page Speed
■ Apache (server)	■ HTML (77.45%) ■ JavaScript (0%) ■ CSS (22.55%)	0.000 seconds

Color Analysis

Color analysis for dinnerdivas.biz is not available.

DNS Record Analysis

Dinnerdivas.biz has 1 address (A) records, 2 name server (NS) records, 1 start of authority (SOA) records, 2 mail exchanger (MX) records and 0 text (TXT) records in its domain name system (DNS).

Host	Class	Type	IP	TTL	Target	Other
dinnerdivas.biz	IN	A	67.23.129.145	899		
dinnerdivas.biz	IN	NS		800	ns1.netfirms.com	

dinnerdivas.biz	IN	NS	900	ns2.netfirms.com	
dinnerdivas.biz	IN	SOA	2580		mname: ns1.netfirms.com mname: hostmaster.betterwebguide.com serial: 1300158000 refresh: 16384 retry: 2048 expire: 1048576 minimum-ttl: 2560
dinnerdivas.biz	IN	MX	900	mx2.netfirms.com	pri: 10
dinnerdivas.biz	IN	MX	900	mx1.netfirms.com	pri: 10

HTTP Header Analysis

HTTP header responses show how dinnerdivas.biz responds to incoming Hyper Text Transfer Protocol (HTTP) requests from connecting clients (e.g. web browsers).

HTTP/1.1 200 OK
 Date: Fri, 24 Jun 2011 05:02:56 GMT
 Server: Apache
 Last-Modified: Sun, 22 Feb 2009 05:32:11 GMT
 ETag: "bb58eb-214f-352b4cc0"
 Accept-Ranges: bytes
 Content-Length: 8527
 Connection: close
 Content-Type: text/html

Own this website?
 Place this interactive always-updated SiteTrail value widget on your site. Just copy the html and put it on your site.



```
<a href="http://www.sitetrail.com"
```

This data was last updated 8 months ago (update data).



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TM



www.dinnerdivas.com

Director of the USPTO
Mail Stop Assignment Recordation Services
P.O. Box 1450
Alexandria, VA 22313-1450

ALSO SENT BY FAX (571) 273-0140

RE: Dinner Divas California Serial Number 78538149 Registration Number 3626981
& Dinner Divas Utah Serial Number 78531020 Registration Number 3555249

March 20, 2012 RESENDING April 26, 2012

Dear Sir or Madam:

On July 19th of 2007, my company, Dinner Divas California, entered into a Consent Agreement with a Utah company for the joint-use of the Trademark name: Dinner Divas.

Identifying numbers are as follows:

Dinner Divas California Serial Number 78538149 Registration Number 3626981

Dinner Divas Utah Serial Number 78531020 Registration Number 3555249

The Agreement was reviewed by Ellen Awrich, USPTO Examining Attorney, and Angelo Lykos, Interlocutory Attorney, of the Trial and Appeal Board who processed the case. The pursuant Consent Agreement was executed and signed and dated by both parties and filed with the USPTO and both parties were registered as owners of the trademark: Dinner Divas.



05-07-2012

U.S. Patent & TM/Oc/TH Mail Ref. #72
TRADEMARK
REEL: 004790 FRAME: 0290

According to our Consent Agreement, if one party abandons the trademark then the other party has the right to terminate our agreement and full ownership of the trademark reverts to the other company. Please see accompanying agreement.

We believe Dinner Divas UTAH has abandoned its trademark.

With this cover letter I am submitting a formal request for "Change of Entity" with the Assignment Board and completing the conveyance from. I am also submitting other material, evidence of that abandonment.

In Section 8, paragraph (c) of the Consent Agreement we agreed:

"Nonuse for twelve (12) consecutive months shall be prima facie evidence of abandonment. "

Our prima facie evidence is as follows:

- 1) Dinner Divas UTAH's website (dinnerdivas.biz) is disabled and no longer exists.
- 2) In an analysis of traffic on the internet, Dinner Divas UTAH and dinnerdivas.biz have received 0 pages indexed in major search engines like Google, Yahoo, Bing.
- 3) Their telephone number is not functional after repeated tries to contact them.
- 4) There is no physical address for their company.
- 5) The Community Development Department of the City of Springville has sent me a letter stating that they are no longer in business.

In fact, in January 23, 2009 I sent Examining Attorney, Ellen Awrich the enclosed letter in which I inform Atty. Awrich that I believe the UTAH company was no longer in business. Please see that enclosed letter.

More than one month ago, I sent Dinner Divas UTAH written notification of this request and have not heard back from them within the required 30 day period, as required by our agreement. Today I am sending you this letter and sending it to them again by Certified mail.

As I do not expect that we will ever hear from this company, I am asking the USPTO to convey the full trademark to my company, Dinner Divas, California, granting me full ownership of the trademark.

As far as I can determine, the company in Utah ceased doing in 2007 although they maintained a website placeholder until a later date, perhaps 2009. Now there is no information available on the company at all. Please see the enclosed page printed out from their website in 2007 when they disabled their website. They never came back online. Please see other enclosed papers as evidence of the 0 traffic regarding this company.

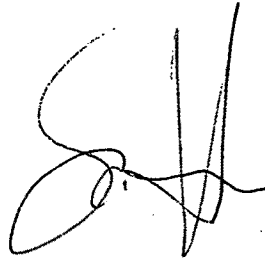
According to the terms of our Consent Agreement, if one party ceases doing business then the complete trademark reverts to the other company. We are filing the necessary papers now to assign the full trademark to my company. I have filled out the conveyance form to the best of my ability. Please let me know if I have done so correctly.

The conveyance fee of \$40 has been sent under separate cover in the mail.

Thank you very much for your assistance in this matter.

Sincerely,

Sara Hare
Dinner Divas
121 Camrose Place
Walnut Creek, CA 94596
sara@dinnerdivas.com

A handwritten signature in black ink, appearing to be 'Sara Hare', written in a cursive style.