

IN THE UNITED STATES DISTRICT COURT FOR THE
SOUTHERN DISTRICT OF TEXAS,
CORPUS CHRISTI DIVISION

ABRAHAM QUINTANILLA, III. P/K/A A.B.
QUINTANILLA, III, an individual

Plaintiff,

v.

CRUZ MARTINEZ, an individual,

Defendant.

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Civil Action No. _____
JURY

ABRAHAM QUINTANILLA, III. P/K/A
A.B. QUINTANILLA, III.'s ORIGINAL COMPLAINT

Plaintiff Abraham Quintanilla, III p/k/a A.B. Quintanilla, III (“**A.B.**” or “**Plaintiff**”) for his Complaint against Defendant Cruz Martinez (“**Martinez**” or “**Defendant**”) alleges upon personal knowledge as to his own acts and upon information and belief as to all other acts as follows:

NATURE OF THIS ACTION

1. Plaintiff seeks review under 15 U.S.C. §1071(b)(1) and reversal of the final decision dated February 5, 2021, of the Trademark Trial and Appeal Board (“**TTAB**”) in Cancellation Proceeding No. 92075220, which dismissed Plaintiff A.B.’s petition for cancellation of Registration No. 2859703 for the trademarked phrase “KUMBIA KINGS” (the “**Registration**”) and refused to transfer back the trademark “KUMBIA KINGS” (the “**Mark**”) to Plaintiff A.B. That decision is attached hereto as **Exhibit “A”**.

THE PARTIES

- 2. Plaintiff A.B. is an individual residing in Nueces County, Texas.
- 3. Per Defendant Martinez’s Section 7 Request filing on the docket for the Registration with United States Patent and Trademark Office, and the current updated Registration certificate issued after Defendant Martinez’s Section 7 Request, Defendant Martinez is an individual residing in Nueces County, Texas at 4126 Nicklaus Lane, Corpus Christi, Texas, 78413.

JURISDICTION AND VENUE

4. This court has subject matter jurisdiction over the claims alleged herein pursuant to 28 U.S.C. §§ 1331 (federal question) and 1338(a) (trademark) and 15 U.S.C. § 1071(b) (judicial review of decision of the Trademark Trial and Appeal Board).

5. Venue is proper in this District under 28 U.S.C. §§ 1391(b) and (c) and 28 U.S.C. §1400(a) in that the claim arises in this Judicial District, the Defendant resides and transacts business in this Judicial District, and the injury suffered by Plaintiff took place in this Judicial District.

BACKGROUND

The Kumbia Kings Band

6. In 1981, at the age of 18, Plaintiff A.B., with his father Abraham Quintanilla, J.R. (“**Abraham**”), and his sisters Suzette Quintanilla (“**Suzette**”) and Selena Quintanilla-Pérez (“**Selena**”), was a member of the Tejano band known as *Los Dinos*.

7. Selena went on to become one of the most celebrated Latin American entertainers of the late 20th century.

8. Plaintiff A.B. co-wrote some of Selena’s hit songs, including “Como la Flor” and “Amor Prohibido”.

9. Selena tragically passed away on March 31, 1995.

10. Plaintiff A.B. then produced “Como Te Extraño” featuring Pedro “Pete” Astudillo, which song earned a Premios Lo Nuestro award for Best Song of the Year in 1996.

11. Thereafter, in or around 1998, in his home town of Corpus Christi, Texas, Plaintiff A.B. personally formed the Mexican-American musical group known as *Los Kumbia Kings* also known as *The Kings of Kumbia* and *Los Reyes de la Kumbia* (the “**Kumbia Kings Band**”).

12. Plaintiff A.B. alone came up with the name and trademark “Kumbia Kings” as used for the Kumbia Kings Band.

13. After the Kumbia Kings Band was formed by Plaintiff A.B., Martinez was subsequently hired for the Kumbia Kings Band on a work-for-hire basis.

14. Plaintiff A.B.'s solely owned company Phat Kat Groove, Inc. ("**Phat Kat**") entered into an agreement dated November 18, 1998, with EMI Latin, a division of Capital Records, Inc. ("**EMI Latin**"), and signed an exclusive recording agreement for Plaintiff A.B.'s musical group, the Kumbia Kings Band (the "**1998 Recording Agreement**").

15. The 1998 Recording Agreement is with Plaintiff A.B.'s company, Phat Kat, because Plaintiff A.B. controlled the Kumbia Kings Band.

16. Plaintiff A.B. was at all relevant times the sole shareholder and owner of Phat Kat.

17. Martinez is not a signatory to the 1998 Recording Agreement. The 1998 Recording Agreement makes no reference to Martinez in any capacity. Further, Martinez had no interest in, ownership or control of Phat Kat.

18. The 1998 Recording Agreement expressly states that Phat Kat is the "sole owner of the professional name 'Los Kumbia Kings,' and no other person has or will have the right to use such name in connection with Records during the Term other than us."

19. The 1998 Recording Agreement further states that "... A.B. Quintanilla, III is approved as the producer of each Master and that A.B. Quintanilla, III will receive executive producer credit on and in connection with each album delivered ..."

20. Plaintiff A.B. used the Mark in connection with musical recordings and performances shortly after Plaintiff A.B.'s formation of the Kumbia Kings Band, specifically on or around March 23, 1999.

21. Around the same time, Plaintiff A.B. started using the Mark in connection with t-shirts and other clothing merchandise.

22. The Kumbia Kings Band's 1999 debut album, *Amor, Familia y Respeto*, sold over 500,000 copies and earned the band a Grammy nomination.

23. On or around April 15, 2002, Plaintiff A.B.'s solely owned personal loan out company Iron Tigga, LLC ("**Iron Tigga**"), a Delaware Limited Liability Company formed and exclusively owned by Plaintiff A.B., entered into a revised recording agreement with EMI Latin in connection with the Kumbia Kings Band (the "**2002 Recording Agreement**").

24. Iron Tigga is exclusively Plaintiff A.B.'s company. Martinez had no ownership, control or interest in Iron Tigga at any time.

25. Just as with the 1998 Recording Agreement, the 2002 Recording Agreement includes a provision, paragraph 4.01, which states that "A.B. Quintanilla, III will be deemed approved by Company as producer of each of the Masters for each Committed Album [a recording produced under the 2002 Recording Agreement]."

26. Paragraph 4.01 of the 2002 Recording Agreement further states: "Company and you hereby acknowledge and agree that A.B. Quintanilla, III will receive executive producer credit on and in connection with each Committed Album delivered hereunder in accordance with Company's customary practices regarding executive producer credits."

27. Plaintiff A.B., and only Plaintiff A.B., signed the 2002 Recording Agreement as the authorized representative and signatory of Iron Tigga.

28. Paragraph 13.04(b) of the 2002 Recording Agreement expressly WARRANTS, REPRESENTS AND COVENANTS that Iron Tigga is the "**sole owner of the distinctive trademark of the name 'Los Kumbia Kings'**" (the "**Trademark Provision**") (Emphasis supplied).

29. Paragraph 25.07 of the 2002 Recording Agreement, in the section entitled "**LEAVING MEMBER PROVISIONS**", provides that if any member of the Kumbia Kings Band leaves the band, that leaving member shall not have the right thereafter to use the band name nor shall the leaving member, in his or her professional capacity, use the phrase "formerly a member of Los Kumbia Kings" or any similar expression (the "**Leaving Member Provision**").

30. Both Martinez and Plaintiff A.B., in their individual capacities, executed the inducement letter attached as Exhibit “A” to the 2002 Recording Agreement (the “**Inducement Letter**”).

31. Plaintiff A.B. further signed the Inducement Letter as the authorized representative and signatory of Iron Tigga.

32. Further reinforcing the fact that Martinez had no ownership role or authority for Iron Tigga, Plaintiff A.B. signed the Inducement Letter on behalf of Iron Tigga in addition to signing in his individual capacity.

33. Martinez has sworn under oath that he executed the Inducement Letter. [16 TTABVUE (ESTTA Tracking number: ESTTA200431), paragraph 13 of Martinez’s March 24, 2008 Declaration, hereinafter the “**2008 Martinez Decl.**”].¹

34. Accordingly, Martinez agreed to the Trademark Provision and the Leaving Member Provision personally and in his individual capacity and expressly ratified and confirmed the terms of those provisions (along with the rest of the 2002 Recording Agreement).

35. By 2003, the Kumbia Kings Band had earned a nomination for the “Latin Artist of the Year” at the American Music Awards.

The Original Registration

36. On June 10, 2003, by and through his personal attorneys Kathleen Quiroz, Julie C. Perez and Glen A. Yale, Plaintiff A.B. caused a federal trademark application to be filed with the USPTO for the trademark “KUMBIA KINGS” for IC 009, US 021 023 026 036 038, goods and services: downloadable video recordings featuring musical group and music; sound recordings featuring music; video recordings featuring musical group and music; and prerecorded audio and video tapes, phonograph records, compact audio disks, and video disks featuring musical group

¹ All TTABVUE docket entries are from TTAB Proceeding Number 91179013 (defined in Section VI. below as the “**Kumbia Kids Proceeding**”).

and music, and in IC 041, US 100 101 107, goods and services: entertainment in the nature of visual and audio performances; namely, a musical band (the “**Trademark Application**”). (Case ID 76524568, TSDR Entry 21).

37. The Trademark Application correctly identifies Plaintiff A.B. as the sole owner of the Mark. (Case ID 76524568, TSDR Entry 21).

38. The Trademark Application includes a declaration signed by Plaintiff A.B. personally with Plaintiff A.B.’s distinctively tall signature, dated May 16, 2003. (*Id.*).

39. The Mark was registered by the USPTO on July 6, 2004 with Plaintiff A.B. as the sole registrant and sole owner. (Case ID 76524568, TSDR Entry 13).

40. Through its labels and distributors, the Kumbia Kings Band has released nationwide, among other recordings and albums: *Amor, Familia, Y Respeto* in 1999; *Shhh!* in 2001; *All Mixed Up Los Remixes* in 2002; *La Historia* in 2003; *4* in 2003; *Los Remixes Vol. 2.0* in 2004; *Fuego* in 2004; *Duets* in 2005; *Kumbia Kings Live!* in 2006, and *Greatest Hits, Album Versions* in 2007 (collectively, the “**Albums**”).

41. Plaintiff A.B.’s name appears on the cover of every Album released by the Kumbia Kings Band.

42. A majority of the Album covers expressly include the language “A. B. Quintanilla III Presents Kumbia Kings”.

43. Plaintiff A.B.’s personal image appears on the cover of every Album released by the Kumbia Kings Band in which there is an image of an individual on the cover.

44. Plaintiff A.B.’s name and/or image appear on the cover of each Album because Plaintiff A.B. was, at all relevant times, the founder and musical director of the Kumbia Kings Band, whereby Plaintiff A.B. personally selected the songs for each album, wrote, produced and/or arranged each of the songs on each Album, played the bass and sang vocals on each song of each

Album and designed each of the covers for each Album (including the back and inside artwork for the Albums).

45. The Albums of the Kumbia Kings Band were and continue to be sold by most major retailers, and are still available for purchase at, among other places, Amazon[®] and iTunes[®] and available for streaming on, among other platforms, Spotify[®].

46. The recordings of the Kumbia Kings Band have been nominated for and/or won numerous awards, including Latin Grammy Awards (awarded by the Latin Academy of Recording Arts and Sciences) for Best Tropical Regional Mexican Album 2006 (won) and for Best Tejano Performance 2000, and Billboard (a well-known music trade publication) Latin Music Awards for Album of the Year by a New Artist 2000 (won) and for Album of the Year by a Group or Duo (2000).

47. The Kumbia Kings Band enjoyed and continues to enjoy an extensive fan base throughout the United States and the rest of the world including Mexico, Central and South America and Japan.

48. Plaintiff A.B. personally toured with the Kumbia Kings Band throughout the United States, including playing large venues in major cities such as New York, Los Angeles, Houston, Dallas, Chicago, Miami, Atlanta, Las Vegas, and Albuquerque and has performed before millions of fans.

49. As the Kumbia Kings Band's musical director, Plaintiff A.B. created and controlled the live performances of the band, including the image, style and other aspects of the live performances, as well as playing bass and providing vocals.

50. As the Kumbia Kings Band's musical director, Plaintiff A.B. controlled the branding of the Kumbia Kings Band and its marketing.

51. As the Kumbia Kings Band's musical director, Plaintiff A.B. wrote the musical compositions for the Kumbia Kings Band's songs and music.

Martinez Infringes the Mark and Then Records a Fraudulent Assignment

52. In or around August, 2006, Martinez left the Kumbia Kings Band, necessarily triggering, among other provisions, the Leaving Member Provision of the 2002 Recording Agreement.

53. Accordingly, pursuant to the 2002 Recording Agreement and its Leaving Member Provision, Martinez, by leaving the Kumbia Kings Band, had no rights of any kind to use the Mark.

54. Martinez also never owned the Kumbia Kings Mark as further confirmed by the Original Registration, the Trademark Provision, and the Leaving Member Provision.

55. Nonetheless, thereafter, in or around September 2006, Martinez, without authorization or right, attempted to continue to exploit the Mark in the United States.

56. Specifically, Martinez, by and through a new band, exploited the Mark without authorization or right on a Spanish language program entitled *Christina*, which program was broadcast throughout the United States.

57. In response, Plaintiff A.B. caused his then legal counsel to send a legal letter to Martinez (in addition to the producers of the *Christina* program) wherein Plaintiff A.B. demanded that Martinez cease and desist from his unauthorized exploitation of the Mark in the United States, expressly noting Plaintiff A.B.'s exclusive ownership of the Mark and Plaintiff A.B.'s exclusive rights to exploit the Mark (the "**Legal Demand Letter**").

58. In addition to the Legal Demand Letter, and in further response to Martinez's departure from the Kumbia Kings Band, EMI Latin delivered a letter to Martinez in December 2006, in conformity with the 2002 Recording Agreement wherein EMI Latin recognized Martinez's departure from the Kumbia Kings Band (the "**Leaving Member EMI Letter**").

59. The Leaving Member EMI Letter further confirmed and ratified that Martinez was a leaving member.

60. This further confirms that the Leaving Member Provision was triggered and that, among other things, Martinez would be prohibited from using the Mark.

61. Martinez did not respond to the Legal Demand Letter, or, to Plaintiff A.B.'s knowledge, the Leaving Member EMI Letter.

62. Despite not responding, Martinez continued to exploit the Mark without authorization.

63. In response, Plaintiff A.B. caused his then legal counsel to send another legal letter to Martinez whereby Plaintiff A.B. again admonished Martinez for his unauthorized exploitation of the Kumbia Kings Mark in the United States (the "**Second Legal Demand Letter**").

64. While Martinez did not directly respond to the Second Legal Demand Letter, Martinez did change the name of his new band to *Los Super Reyes* and ceased using the Mark for his new band at that time, thereby tacitly recognizing Plaintiff A.B.'s exclusive ownership of the Mark.

65. After Martinez left the Kumbia Kings Band and based upon Plaintiff A.B.'s continued ownership of the Mark, Plaintiff A.B. decided to rebrand the Kumbia Kings Band into the *Los Kumbia All Starz*, also known as *A.B. Quintanilla's All Starz*.

66. Nonetheless, Plaintiff A.B. still maintained exclusive ownership over the Mark as it was still being extensively used in commerce (as it is to this day).

67. Indeed, between the years 2004 through 2007, the Kumbia Kings Band released four (4) albums: *Fuego* in 2004; *Duets* in 2005; *Kumbia Kings Live!* in 2006, and *Greatest Hits, Album Versions* in 2007.

68. On May 21, 2007, Martinez, through his attorney Daniel S. Polley ("**Polley**"), filed with the USPTO a then three year old purported single page assignment, entirely written in the Spanish language, with a purported effective date of June 13, 2004, allegedly transferring, without consideration, "THE NOTORIETY PRESUMED BY LAW enjoyed by the ASSIGNOR with

respect to the name and of the musical group KUMBIA KINGS” (the “**Fraudulent Assignment**”). (Case ID 76524568, TSDR, Assignments Documents, Listed as Assignment 2 of 3, Recorded May 21, 2007). The Fraudulent Assignment as recorded is attached hereto as **Exhibit “B”**.

69. The Fraudulent Assignment does not even list Plaintiff A.B.’s name correctly, identifying him as only “Abraham Quintanilla”.

70. Moreover, the signature appearing above Plaintiff A.B.’s name on the Fraudulent Assignment is not Plaintiff A.B.’s signature nor does it remotely resemble Plaintiff A.B.’s signature.

71. Plaintiff A.B.’s distinct and tall signature can be found on the Trademark Application, on the 2007 AB Declaration (defined below in paragraph 80) and in three different places on the 2002 Recording Agreement.

72. A facial comparison of the signatures clearly reveals the fraudulent signature on the Fraudulent Assignment is not Plaintiff A.B.’s signature.

73. Further, for several years before June 13, 2004, the date of the alleged Trademark Assignment, Plaintiff A.B.’s signature was and has been simply AB (or AB III) and not Plaintiff A.B.’s full name.

74. Further the Fraudulent Assignment is completely in Spanish. During the time period for which the Fraudulent Assignment was dated Plaintiff A.B. was not fluent in Spanish and would never execute a Spanish language contract that was entirely in Spanish.

75. The Fraudulent Assignment is a forgery and a fraud on the USPTO.

76. As Plaintiff A.B. did not sign the Fraudulent Assignment, Martinez must have submitted the Fraudulent Assignment with the knowledge that it was a forgery, false and fraudulent, and with the intent to deceive the USPTO.

77. Further, the Fraudulent Assignment does not recite any value Plaintiff A.B. would have received for this purported assignment, or obligation assumed by Martinez, making it void for want of consideration.

78. Further, on June 28, 2007, Martinez improperly and fraudulently sought to have Plaintiff A.B.'s then attorney Kathleen Quiroz removed as the attorney of record and instead to have Polley added as the attorney of record for the Mark. (Case ID 76524568, TSDR 11, Recorded June 28, 2007).

79. On August 19, 2007, in response to the Fraudulent Assignment, Plaintiff A.B. executed a declaration wherein Plaintiff A.B. stated that the Fraudulent Assignment was fraudulent and did not include Plaintiff A.B.'s signature (the "**2007 AB Declaration**"). (Case ID 76524568, TSDR, Assignments Documents, Listed as Assignment 3 of 3, Recorded September 5, 2007). For ease of reference, the 2007 AB Declaration and all attachments thereto, is attached hereto as **Exhibit "C"**.

80. On September 5, 2007, Plaintiff A.B. caused the 2007 AB Declaration to be filed and recorded with the USPTO in connection with the Mark.

81. The USPTO, correctly and properly thereafter disregarded the Fraudulent Assignment, and the Original Registration remained intact and Plaintiff A.B.'s ownership was not changed.

82. The USPTO further correctly and properly granted the revocation of Polley's purported authority to be counsel of record and authorized Plaintiff A.B.'s then counsel Cara R. Burns as the attorney of record for the Mark. (Case ID 76524568, TSDR 10).

Martinez Seeks to Register Numerous Infringing Marks

Kumbia All-Starz

83. On or around August 11, 2006, and shortly after leaving the Kumbia Kings Band, Martinez applied for a trademark in the mark *Kumbia All-Starz*.

84. On or around January 9, 2008, Plaintiff A.B. timely filed an opposition to Martinez's attempted trademark application for *Kumbia All-Starz*, Proceeding Number 91185921.

85. On June 3, 2013, the USPTO issued a Notice of Abandonment in connection with Martinez's trademark application for *Kumbia All-Starz* based upon Martinez's failure to timely file a statement of use or an extension of time.

Los Reyes De La Kumbia

86. On or around November 16, 2006, and shortly after leaving the Kumbia Kings Band, Martinez applied for a trademark in the mark *Los Reyes De La Kumbia*.

87. On or around October 12, 2007, Plaintiff A.B. timely filed an opposition to Martinez's attempted trademark application for *Los Reyes De La Kumbia*, Proceeding Number 91180028.

88. On December 3, 2012, the USPTO issued a Notice of Abandonment in connection with Martinez's trademark application for *Los Reyes De La Kumbia* based upon Martinez's failure to timely file a statement of use or an extension of time.

Super Kumbia

89. On or around November 16, 2006, and shortly after leaving the Kumbia Kings Band, Martinez applied for a trademark in the mark *Super Kumbia*.

90. On or around August 20, 2007, Plaintiff A.B. timely filed an opposition to Martinez's attempted trademark application for *Super Kumbia*, Proceeding Number 91180028.

91. On December 3, 2012, the USPTO issued a Notice of Abandonment in connection with Martinez's trademark application for *Super Kumbia* based upon Martinez's failure to timely file a statement of use or an extension of time.

Los K Cumbia De Cruz Martinez

92. On or around May 16, 2007, Martinez applied for a trademark in the mark *Los K Cumbia De Cruz Martinez*.

93. On or around August 20, 2008, Plaintiff A.B. timely filed an opposition to Martinez's attempted trademark application for *Los K Cumbia De Cruz Martinez*, Proceeding Number 91185921.

94. On December 3, 2012, the USPTO issued a Notice of Abandonment in connection with Martinez's trademark application for *Los K Cumbia De Cruz Martinez* based upon Martinez's failure to timely file a statement of use or an extension of time.

Kumbia Con Sol

95. On or around August 30, 2007, Martinez applied for a trademark in the mark *Los K Kumbia Con Soul*.

96. On or around February 4, 2009, Plaintiff A.B. timely filed an opposition to Martinez's attempted trademark application for *Kumbia Con Sol*, Proceeding Number 91188703.

97. On December 3, 2012, the USPTO issued a Notice of Abandonment in connection with Martinez's trademark application for *Kumbia Con Sol* based upon Martinez's failure to timely file a statement of use or an extension of time.

The "Kumbia Kids" Proceedings

98. On or around November 24, 2006, and shortly after leaving the Kumbia Kings Band, Martinez applied for a trademark in the mark *Kumbia Kids*.

99. On or around August 20, 2007, Plaintiff A.B. timely filed a Notice of Opposition to Martinez's attempted trademark application for *Kumbia Kids* (Proceeding Number 91179013), specifically on the grounds that the applied for mark of *Kumbia Kids* directly conflicted with the Mark. (the "**Notice of Opposition**") (the "**Kumbia Kids Proceeding**"). [1 TTABVUE].

100. On March 25, 2008, Martinez filed the 2008 Martinez Decl. in support of his Motion for Summary Judgment. [16 TTABVUE].

101. On September 24, 2008, Martinez's Motion for Summary Judgment was denied. [23 TTABVUE].

102. On October 20, 2008, Martinez filed his Answer and Affirmative Defenses to the Notice of Opposition, in addition to a Counterclaim (the "**Counterclaim**"). [24-25 TTABVUE]. In his Counterclaim, among other things, Martinez falsely and fraudulently claimed he was the owner of the Mark.

103. On December 1, 2008, Plaintiff A.B. filed his Answer and Affirmative Defenses to Martinez's Counterclaim (the "**AB Answer**"). [26 TTABVUE].

104. On March 19, 2012, after a series of extensions, the Trademark Trial and Appeal Board ("**TTAB**") dismissed Plaintiff A.B.'s Notice of Opposition with prejudice. [38 TTABVUE].

105. On March 29, 2012, Martinez filed a Motion for Judgment on his Counterclaim (the "**Motion for Judgment**"). [40 TTABVUE].

106. On January 15, 2013, Plaintiff A.B. filed a Notice of Stay, attaching a Notice of Bankruptcy Case Filing. [50 TTABVUE].

107. On January 18, 2013, the TTAB suspended these proceedings under the automatic stay provisions of Section 362 of the United States Bankruptcy Code, 11 U.S.C. § 362. [51 TTABVUE].

108. On February 7, 2014, the TTAB issued an Order permitting the parties thirty days to inform the TTAB of the status of the bankruptcy case which occasioned the suspension of the proceeding. [52 TTABVUE].

109. On March 7, 2014, Plaintiff A.B. filed a response to the TTAB's February 7, 2014 Order, informing the TTAB that Plaintiff A.B.'s bankruptcy proceeding was still pending in The

United States Bankruptcy Court in the Southern District of Texas Corpus Christi Division. [55 TTABVUE].

110. Plaintiff A.B.'s bankruptcy proceeding was terminated on June 16, 2014.

111. Plaintiff A.B.'s then attorney Ralph Perez (“**Perez**”) remained as counsel and of record for Plaintiff A.B. in that proceeding until its end and all notices, filings and orders were solely served on him by the TTAB and by Martinez’s counsel. [56-76 TTABVUE].

112. Plaintiff A.B. was never directly or personally served any notices, filings and orders by the TTAB or by Martinez’s counsel at any time.

113. Unfortunately, from March 2014 onward, Perez never provided Plaintiff A.B. any notices, filings and orders by the TTAB and/or by Martinez’s counsel nor any updates regarding the *Kumbia Kids* Proceeding and Plaintiff A.B. was hence unaware of the same.

114. On July 1, 2015, the TTAB filed an Order permitting Plaintiff A.B. ten days to inform the Board of the status of Plaintiff A.B.’s bankruptcy case. [59 TTABVUE]. Perez did not notify Plaintiff A.B. of this Order.

115. On June 28, 2016, the TTAB filed an Order to show Cause permitting Plaintiff A.B. thirty days to show cause why the TTAB should not treat the failure to file a brief as a concession of the *Kumbia Kids* Proceeding. [63 TTABVUE]. Perez again did not notify Plaintiff A.B. of this Order to show Cause.

116. On May 19, 2017, the TTAB filed a notice on all parties setting a trial schedule. [67 TTABVUE]. Perez again did not notify Plaintiff A.B. of this filing.

117. On August 28, 2017, Martinez submitted additional evidence in support of his Counterclaim, including a new Declaration of Martinez dated August 28, 2017 (the “**2017 Martinez Decl.**”). [70 TTABVUE]. The 2017 Martinez Decl. is attached hereto as **Exhibit “D”**. Perez again did not notify Plaintiff A.B. of this filing.

118. On November 22, 2017, Martinez filed a Motion for Judgment, requesting that the TTAB award Martinez ownership of the Mark. [71 TTABVUE]. Perez did not notify Plaintiff A.B. of this filing.

119. On February 16, 2018, the TTAB filed an order vacating its February 2, 2018 Order and directed Plaintiff A.B. to show cause within thirty days why, among other things, judgment should not be entered on Martinez's behalf and in Martinez's favor on his Counterclaim (the "**Order to Show Cause**"). [74 TTABVUE]. Perez did not notify Plaintiff A.B. of the Order to Show Cause.

120. Having never been informed of the Order to Show Cause by Perez, Martinez, or the TTAB directly, Plaintiff A.B. did not respond to the Order to Show Cause as Plaintiff A.B. was unaware of the Order to Show Cause.

121. Because Plaintiff A.B. did not respond to the Order to Show Cause, on October 26, 2018, the TTAB entered a default judgment in favor of Martinez on his Counterclaim, which included a default Order that Martinez would be deemed the owner of the registration for the Mark (the "**Default Order**"). [76 TTABVUE]. Perez did not notify Plaintiff A.B. of the Default Order.

Martinez's Fraudulent 2017 Declaration

122. The 2017 Martinez Decl. includes numerous false statements of fact.

123. Martinez falsely claims that Plaintiff A.B. approached him to help Plaintiff A.B. "with the musical soundtrack for the movie Selena." (2017 Martinez Decl., at ¶7). Plaintiff A.B. did not personally work on the soundtrack for the 1997 movie entitled "*Selena*" and accordingly did not request Martinez's help. Martinez, like Plaintiff A.B., had no role in the soundtrack for the movie Selena as based upon the life of Plaintiff A.B.'s sister Selena.

124. Martinez falsely claims that Plaintiff A.B. joined Martinez's band as the eighth member. (2017 Martinez Decl., at ¶8). Instead in 1997, Plaintiff A.B. had a fully-fledged recording studio at his house and hired Martinez on a work for hire basis for computer music programming

services. Thereafter, in 1999, when Plaintiff A.B. decided to form the Kumbia Kings Band, Plaintiff A.B. hired Martinez on a work for hire basis as a keyboard player and further hired several of Martinez's brothers and cousins as additional musicians.

125. Martinez further falsely claims that he "alone" came up with the band name Kumbia Kings. (2017 Martinez Decl., at ¶9). This is likewise false. The true story of how this name originated is that when is that when Plaintiff A.B. was a member of, and writer and producer on the band *Los Dinos* with Plaintiff A.B.'s sister Selena, arguably one of the most popular Tejano groups of all time, the renowned musician David Lee Garza would refer to Plaintiff A.B. as the "Cumbia King" whenever he saw Plaintiff A.B. Plaintiff A.B. then personally came up with the name Kumbia Kings, including the decision to spell Cumbia with a "K" for purposes of branding.

126. Martinez falsely implies that the Kumbia Kings Band was at one point in time referred to as "Cumbia Kings" or abbreviated as "CK". (2017 Martinez Decl., at ¶10). This is false. The Kumbia Kings Band was never spelled with a "C" and never abbreviated as "CK".

127. Martinez further falsely claims that the image and identity of the Kumbia Kings Band was directly lifted from Martinez's prior band *La Sombra* and that prior to the Kumbia Kings Band, Plaintiff A.B.'s "image" was Wrangler jeans and Dingo boots. (2017 Martinez Decl., at ¶11). These assertions are false. There were never any similarities in image of the Kumbia Kings Band and Martinez's prior band *La Sombra*. It was Plaintiff A.B.'s idea to style the dress of the Kumbia Kings Band members in a hip-hop style, as Plaintiff A.B. dressed in a hip-hop style.

128. Martinez further falsely claims that Martinez and Plaintiff A.B. were "co-founders of the group" and agreed to share a "percentage of the revenue". (2017 Martinez Decl., at ¶13). Instead, Plaintiff A.B. was the sole founder and owner of the Kumbia Kings Band with each other member, including Martinez, having been retained solely on a work-for-hire basis.

129. Plaintiff A.B. personally invested no less than \$800,000.00 into the Kumbia Kings Band (tour bus, sound system, intelligent lighting, microphones, monitors, musical equipment, etc.). Martinez invested nothing in the Kumbia Kings Band.

130. Martinez then falsely alleges that “[i]t was always understood that I was the owner of the name KUMBIA KINGS and the group.” (2017 Martinez Decl., at ¶¶14-17). This assertion is false as demonstrated by Martinez’s own actions. If Martinez was always the owner of the Kumbia Kings name, why would Martinez even enter into the purported Fraudulent Assignment? Why wasn’t Martinez a signatory to the 1998 Recording Agreement? This assertion that Martinez always owned the name Kumbia Kings is patently false.

131. Martinez further falsely claims that EMI “was only interested in my signature as the owner of the group.” (2017 Martinez Decl., at ¶19). This is demonstrably false and directly belied by the 2002 Recording Agreement. Specifically, Plaintiff A.B., on behalf of Iron Tigga, in fact signed the 2002 Recording Agreement, not Martinez. Martinez only signed a single exhibit to the 2002 Recording Agreement – the Inducement Letter – and even that was signed solely in Martinez’s individual capacity and not on behalf of Iron Tigga.

132. Moreover, the fact Martinez signed the Inducement Letter attached to the 2002 Recording Agreement means he affirmed and agreed **not to use** the Mark after he left the Kumbia Kings Band.

133. Martinez further falsely claims that he “personally appear[s] on every album cover release [sic] through our then record label EMI.” (2017 Martinez Decl., at ¶23). This is false and is easily disproven by merely looking at the Album covers. Indeed, Martinez even admits this is false in Paragraph 32 of his 2008 Martinez Declaration when he refers to the 2007 Greatest Hits album which has only one person on the cover, which is Plaintiff A.B. (16 TTABVUE).

134. Martinez further falsely claims that “from the first day of existence of the Kumbia Kings band to the current present day, I have been the person responsible for creating, writing,

reproducing, producing, controlling and recording the Kumbia Kings sound and image on sound recordings and in live performances” (2017 Martinez Decl., at ¶23). In fact, the Albums and the recording contracts directly contradict Martinez’s falsehoods.

135. Plaintiff A.B.’s Kumbia Kings Band has had somewhere between five to over a dozen musicians. Plaintiff A.B. has co-written an overwhelming majority of the songs that appear on the Kumbia Kings Band’s Albums, the next closest co-writer is Luigi Giraldo. Martinez has co-written only a handful of songs without Plaintiff A.B. which appear on any Kumbia Kings Band Album. When Martinez is listed as a co-writer on songs with Plaintiff A.B. (usually also co-written with others), Plaintiff A.B.’s name appears *before* Martinez. Further, Plaintiff A.B. almost always receives a greater portion of the writer and publisher share than Martinez, and this portion is usually double to triple Martinez’s share. Moreover, Plaintiff A.B. is usually listed as the “Executive Producer” or “Producer” of the Albums, whereas Martinez, if listed at all, is sometimes referred to as a “Co-Producer.”

136. Martinez further falsely claims that Plaintiff A.B. left the Kumbia Kings Band in late 2005. (2017 Martinez Decl., at ¶37). This is false and belied by public record evidence.

137. Initially, in the years 2006 and 2007, the Kumbia Kings Band released two albums: *Kumbia Kings Live!* in 2006, and *Greatest Hits, Album Versions* in 2007.

138. Notably, as always, the cover of the 2006 album *Kumbia Kings Live!* expressly states “A.B. Quintanilla III Presents” and the cover of the 2007 greatest hits album expressly states “A.B. Quintanilla III Presents” **and** includes a picture of A.B.

139. In addition, while Martinez left the band in 2006, Plaintiff A.B. continued to release albums for the band and tour with the band. Indeed, Kumbia Kings Band Albums and records are sold and distributed to this day.

140. Plaintiff A.B. has always been in control of the Kumbia Kings Band, including its sound, image and musical direction.

141. Plaintiff A.B. originated the Mark and always owned the Mark.

142. Martinez's sworn statements to the contrary are demonstrably false.

**Martinez Re-Records the Fraudulent Assignment in 2019 and
Fraudulently Obtains an Updated Registration Certificate**

143. On or about June 4, 2019 Martinez recorded the Fraudulent Assignment on the docket for the Mark perpetrating a fraud on Plaintiff A.B. and the USPTO. This recording was then apparently corrected on July 12, 2019. This recordation also included a copy of the Default Order and referenced the Default Order. Collectively, this recordation is hereinafter referred to as the "**2019 Fraudulent Recordation**". The 2019 Fraudulent Recordation is attached in its entirety hereto as **Exhibit "E"**.

144. On August 17, 2019, Martinez then filed a Section 7 request on the docket for the Mark to update the registration for the Mark to identify Martinez and, not Plaintiff A.B., as owner of the registration for the Mark (the "**Section 7 Request**"). (Case ID 76524568, TSDR 2).

145. The Section 7 Request was a deliberate and fraudulent attempt by Martinez to obtain the Fraudulent Registration.

146. On December 3, 2019, the USPTO issued the Fraudulent Registration for the Mark which lists Martinez as the owner of the Mark thereby damaging Plaintiff A.B. as the Original Registration was no longer in place and the Fraudulent Registration was instead in place (Case ID 76524568, TSDR 1).

147. Respectfully, under the circumstances, the USPTO should have rejected the Section 7 Request and never allowed the Fraudulent Registration.

148. The online docket for the Mark identifies Plaintiff A.B. as the original registrant of the Mark and Martinez as the "Last Listed Owner" of the Mark. This is incorrect and the result of Martinez's fraud on the USPTO.

The Fraudulent Registration has harmed and continues to harm Plaintiff A.B.

COUNT I

**CANCELLATION OF REGISTRATION NO. 2859703
BASED ON FRAUD IN OBTAINING REGISTRATION**

149. Paragraphs 1 through 148 are incorporated by reference.

150. Because he was not the original registrant of the Mark, Martinez was only able to effectuate his current control over the Mark through the recordation of the Fraudulent Assignment with the USPTO in 2007 and the re-recording of the same Fraudulent Assignment via the 2019 Fraudulent Recordation.

151. Martinez further supported this fraudulent attempt to obtain ownership of the Mark by obtaining the Default Order through the filing of the 2017 Martinez Declaration which contained numerous materially false statements in support of seeking the Default Order. The Default Order, which was based in part on the 2017 Martinez Declaration, awarded Martinez “ownership” over the Mark.

152. The Default Order was also included in the 2019 Fraudulent Recordation.

153. On August 17, 2019, Martinez filed a Section 7 Request on the docket for the Mark to change the registration for the Mark to list Martinez as the sole owner of the Mark. (Case ID 76524568, TSDR Entry 2)

154. The Section 7 Request specifically references the Fraudulent Assignment, the Default Order and the 2019 Fraudulent Recordation: “this request is to update the ownership of the registration to reflect the proper ownership of the instant registration to Cruz Martinez. The Assignment and TTAB Decision acknowledging Cruz Martinez’s ownership was recorded on June 4, 2019...” (Case ID 76524568, TSDR 2).

155. On December 3, 2019, the USPTO issued the Fraudulent Registration for the Mark which lists Martinez as the owner of the Mark

156. The USPTO currently identifies Plaintiff A.B. as the original registrant of the Mark and Martinez as the “Last Listed Owner” of the Mark.

157. Martinez's current ownership of the Mark was deliberately obtained through fraud, including the 2007 recordation of the Fraudulent Assignment, the 2017 Martinez Declaration, fraudulently obtaining the Default Judgment, the 2019 Fraudulent Recordation and the Section 7 Request.

158. The USPTO would not have granted the Section 7 Request and issued the updated certificate of registration unless the 2019 Fraudulent Recordation had been filed.

159. The 2019 Fraudulent Recordation contains the Fraudulent Assignment and also the Default Order which was based, in substantial part, on the false 2017 Martinez Declaration.

160. Martinez, by and through the 2017 Martinez Decl., the submission of the Fraudulent Assignment on multiple occasions, and the 2019 Fraudulent Recordation, deliberately and knowingly made false and material misrepresentations of fact in order to effectuate his current control and "ownership" of the Mark.

161. Martinez deliberately and knowingly made false and material misrepresentations of fact with the intent to deceive the TTAB and USPTO.

162. By making false statements and submitting the Fraudulent Assignment that the Mark was previously transferred to Martinez, Martinez repeatedly committed fraud on the USPTO in order to procure ownership of the Mark to which Martinez was not entitled.

163. Martinez's false statements in procuring the Fraudulent Registration of the Mark constitutes fraud, thereby invalidating the transfer of the Mark to Martinez and/or the Mark in its entirety.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff Abraham Quintanilla, III p/k/a A.B. Quintanilla, III seeks the following relief:

- A. Plaintiff demands trial by jury pursuant to FED. R. CIV. P. 38(a).**

B. That the decision of the Trademark Trial and Appeal Board dismissing Plaintiff A.B.'s Petition for Cancellation of Registration No. 2859703 be reversed and that the Director of Patents and Trademarks be directed to cancel Registration No. 2859703;

C. An award of compensatory damages, including consequential and incidental damages, in an amount to be proven at trial;

D. An award of attorneys' fees and costs;

E. Such other relief as the Court deems just and proper.

ALTERNATIVELY, Plaintiff Abraham Quintanilla, III p/k/a A.B. Quintanilla, III seeks the following relief:

F. That the decision of the Trademark Trial and Appeal Board dismissing Plaintiff A.B.'s Petition for Cancellation of Registration No. 2859703 be reversed and that the Director of Patents and Trademarks be directed to transfer back Registration Number 2859703 to the sole and exclusive control of Plaintiff;

G. An award of compensatory damages, including consequential and incidental damages, in an amount to be proven at trial;

H. An award of attorneys' fees and costs;

I. A preliminary and permanent injunction pursuant to 15 U.S.C. § 1116 enjoining Defendant, all agents, servants and employees of Defendant, and all those in active concert or participation with Defendant, from registering or attempting to register the KUMBIA KINGS mark, or any reproduction, counterfeit, copy, or colorable imitation of the mark KUMBIA KINGS, or any other mark likely to be confused with the mark KUMBIA KINGS mark in any manner in connection with downloadable video recordings featuring musical group and music; Sound recordings featuring music; video recordings featuring musical group and music; and Prerecorded audio and video tapes, phonograph records, compact audio disks, and video disks featuring musical

group and music or entertainment in the nature of visual and audio performances; namely, a musical band.

J. Such other relief as the Court deems just and proper.

Respectfully submitted,

HARRIS & GREENWELL

One Shoreline Plaza

800 N. Shoreline Blvd., Suite 2800-S

Corpus Christi, Texas 78401

Tel: (361) 883-1946

Facsimile: (361) 882-2900

Email: agreenwell@harris-greenwell.com

By: 

Andrew M. Greenwell

State Bar No. 00784170

Federal Bar No. 15456

ATTORNEYS FOR PLAINTIFF,

Abraham Quintanilla, III p/k/a A.B. Quintanilla, III

THIS ORDER IS NOT A
PRECEDENT OF THE
TTAB

UNITED STATES PATENT AND TRADEMARK OFFICE
Trademark Trial and Appeal Board
P.O. Box 1451
Alexandria, VA 22313-1451
General Contact Number: 571-272-8500
General Email: TTABInfo@uspto.gov

kb

February 5, 2021

Cancellation No. 92075220

Abraham Quintanilla

v.

Cruz Martinez

**Before Mermelstein, Adlin, and Dunn,
Administrative Trademark Judges.**

By the Board:

This proceeding comes before the Board on Respondent Cruz Martinez's motion for summary judgment based on claim preclusion, filed October 26, 2020 in lieu of an answer to the petition for cancellation. Petitioner Abraham Quintanilla cross-moved for leave to amend his petition for cancellation. The motion for summary judgment is fully briefed and the motion for leave to amend is opposed.

We have considered the parties' briefs and evidence, but address the record on summary judgment only to the extent necessary to set forth our analysis and findings, and do not repeat or address all of the parties' arguments or evidence. *Guess? IP Holder LP v. Knowlux LLC*, 116 USPQ2d 2018, 2019 (TTAB 2015).

Cancellation No. 92075220

I. Motion for Summary Judgment

As a preliminary matter, pursuant to Trademark Rule 2.127(e)(1), a party may not file a motion for summary judgment until the party has made its initial disclosures, except for a motion asserting claim or issue preclusion or lack of jurisdiction by the Board. 37 C.F.R. § 2.127(e)(1). Inasmuch as Mr. Martinez's motion asserts claim preclusion, it is timely.

A. Facts Relevant to the Motion

The facts relevant to resolution of Mr. Martinez's motion are undisputed, and are as follows.

Registration No. 2859703 (the "Registration") issued to Mr. Quintanilla on July 6, 2004. On May 21, 2007, Mr. Martinez's attorney recorded with the Assignment Recordation Branch of the USPTO an assignment of the Registration from Mr. Quintanilla to Mr. Martinez dated June 13, 2004 (the "Assignment"). Reel/Frame 3546/0240. The Assignment is in Spanish, with a certified English translation, and purports to be signed by both Mr. Quintanilla and Mr. Martinez. *Id.*

On September 5, 2007, Mr. Quintanilla filed a declaration with the Assignment Recordation Branch asserting that the Assignment was fraudulent, and that he never assigned the Registration to Mr. Martinez. Reel/Frame 3615/0298. Thereafter, the Registration remained in Mr. Quintanilla's name. *See, e.g.*, 4 TTABVUE 7, 156.¹

In 2007, 2008, and 2009, Mr. Quintanilla instituted oppositions to multiple applications for related marks filed by Mr. Martinez or his associate Christopher

¹ Mr. Martinez's filing is uploaded to TTABVUE such that the exhibits to the motion precede the motion itself. The body of the motion starts at 4 TTABVUE 157.

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Caballero that incorporate the word KUMBIA, including, *inter alia*, KUMBIA KIDS, LOS KUMBIA, and SUPER KUMBIA. *See, e.g.*, 4 TTABVUE 138. In connection with these proceedings, Mr. Quintanilla argued that he is the rightful owner of the Registration, and that the Assignment is fraudulent. *See, e.g.*, 4 TTABVUE 62-63, 97. Mr. Martinez counterclaimed to rectify the trademark register to reflect that he owns the Registration based on the (authentic) Assignment. 4 TTABVUE 5, 12-13.² The proceedings between the parties were consolidated, with Opposition No. 91179013 as the parent (“the ’013 Opposition”).³ *See* 4 TTABVUE 136.

On March 19, 2012, the Board entered judgment against Mr. Quintanilla in the consolidated oppositions with respect to Opposition Nos. 91179013, 91179027, 91179031, 91180028, 91185920, 91185921, 91189354, 91188703 and 91188706 because he failed to prosecute, *see* 4 TTABVUE 143, and later entered judgment in favor of Mr. Martinez on the cancellation counterclaim, because Mr. Quintanilla had lost interest in that case as well. 4 TTABVUE 156; *see also id.* at 155.⁴ With respect to the Registration, the Board ordered:

[T]he Register will be rectified with respect to U.S. Registration No. 2859703 to properly reflect that Cruz Martinez is the sole and correct owner of such registration for the mark KUMBA KINGS for the goods and services in International Classes 9 and 41. The Board acknowledges

² Mr. Martinez also opposed two applications filed by Mr. Quintanilla. *See* 4 TTABVUE 143.

³ The consolidated proceedings were as follows: Opposition Nos. 91179013, 91179027, 91179031, 91180028, 91185920, 91185921, and 91189354, filed by Mr. Quintanilla against Mr. Martinez; Opposition Nos. 91181828 and 91182255, filed by Mr. Martinez against Mr. Quintanilla; and Opposition Nos. 91188703 and 91188706, filed by Mr. Quintanilla against Mr. Caballero. *See* 4 TTABVUE 136.

⁴ The Board also entered judgment in favor of Mr. Martinez in Opposition Nos. 91181828 and 91182255. *Id.* at 155.

Cancellation No. 92075220

the assignment Martinez recorded with the Office on May 21, 2007 involving such registration.

Id. at 156 (the “October 26, 2018 Order”). Mr. Quintanilla never appealed this order or moved to set it aside.

On June 4, 2019, Mr. Martinez again submitted the Assignment to the Assignment Recordation Branch. The Assignment was apparently not recorded, inasmuch as on July 12, 2019, Mr. Martinez resubmitted the Assignment along with a copy of the October 26, 2018 Order, causing the Assignment to finally be recorded. Reel/Frame 6692/0096.

On August 17, 2019, Mr. Martinez filed a request pursuant to Trademark Act Section 7, 15 U.S.C. § 1057, to have the Registration updated to reflect Mr. Martinez as the owner. On December 3, 2019, the USPTO issued an updated registration certificate listing Mr. Martinez as the owner of the Registration.

B. Legal Standard

Summary judgment is an appropriate method of disposing of cases in which there is no genuine dispute with respect to any material fact, thus allowing the case to be resolved as a matter of law. *See* Fed. R. Civ. P. 56(a). A party moving for summary judgment has the burden of demonstrating the absence of any genuine dispute as to a material fact, and that it is entitled to judgment as a matter of law. *See Celotex Corp. v. Catrett*, 477 U.S. 317, 323 (1986); *Sweats Fashions, Inc. v. Pannill Knitting Co. Inc.*, 833 F.2d 1560, 4 USPQ2d 1793, 1796 (Fed. Cir. 1987). A factual dispute is genuine if, on the evidence of record, a reasonable fact finder could resolve the matter in favor of the non-moving party. *See Opryland USA Inc. v. Great Am. Music Show*

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Inc., 970 F.2d 847, 23 USPQ2d 1471, 1472 (Fed. Cir. 1992); *Olde Tyme Foods, Inc. v. Roundy's, Inc.*, 961 F.2d 200, 22 USPQ2d 1542, 1544 (Fed. Cir. 1992).

Additionally, the evidence of record must be viewed in the light most favorable to the non-moving party, and all justifiable inferences must be drawn from the undisputed facts in favor of the non-moving party. *See Lloyd's Food Prods. Inc. v. Eli's Inc.*, 987 F.2d 766, 25 USPQ2d 2027 (Fed. Cir. 1993); *Opryland USA*, 23 USPQ2d at 1472. We may not resolve disputes as to material facts and, based thereon, decide the merits of the proceeding. Rather, we may only ascertain whether any material fact is genuinely disputed. *See Lloyd's Food Prods.*, 25 USPQ2d at 2029; *Olde Tyme Foods*, 22 USPQ2d at 1542; *Meyers v. Brooks Shoe Inc.*, 912 F.2d 1459, 16 USPQ2d 1055, 1056 (Fed. Cir. 1990) (“If there is a real dispute about a material fact or factual inference, summary judgment is inappropriate; the factual dispute should be reserved for trial.”).

C. Analysis and Decision

In the consolidated '013 Opposition, the Board entered judgment against Mr. Quintanilla on his claim that the Assignment is fraudulent. 4 TTABVUE 143. The Board then entered judgment for Mr. Martinez on his counterclaim asserting that he is the rightful owner of the Registration. *Id.* at 156. The Board acknowledged the Assignment and ordered that the Register be “rectified with respect to U.S. Registration No. 2859703 to properly reflect that Cruz Martinez is the sole and correct owner of such registration for the mark KUMBA KINGS.” *Id.*

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Under the doctrine of res judicata or claim preclusion, “a judgment on the merits in a prior suit bars a second suit involving the same parties or their privies based on the same cause of action.” *Jet, Inc. v. Sewage Aeration Sys.*, 223 F.3d 1360, 55 USPQ2d 1854, 1856 (Fed. Cir. 2000) (quoting *Parklane Hosiery Co. v. Shore*, 439 U.S. 322, 326 n.5 (1979)). For claim preclusion to apply, therefore, there must be: (1) identity of parties (or their privies); (2) an earlier final judgment on the merits of a claim; and (3) a second claim based on the same set of transactional facts as the first. *Jet*, 55 USPQ2d at 1856.

In this case, there is no dispute that the '013 Opposition and the current proceeding involve the same parties, and that the '013 Opposition concluded in a judgment on the merits. *See* 7 TTABVUE 12 (no dispute as to the first or second factor). *See also* Fed. R. Civ. P. 41(b) (“Unless the [involuntary] dismissal order states otherwise, a dismissal . . . operates as an adjudication on the merits.”); *Urock Network, LLC v. Sulpasso*, 115 USPQ2d 1409, 1411-13 (TTAB 2015) (claim preclusion bars cancellation proceeding in view of earlier opposition proceeding which was dismissed for failure of plaintiff to submit any evidence in support of its case). We find that the first and second factors of claim preclusion are satisfied.

With respect to the third factor, Mr. Quintanilla’s petition for cancellation alleges that Mr. Martinez committed fraud by recording the purportedly false Assignment with the intent to defraud the USPTO into assigning the Registration to him. 1 TTABVUE 21-23. To differentiate this claim from that decided in the '013 Opposition, Mr. Quintanilla argues that while the '013 Opposition was based on Mr. Martinez’s

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original attempt, in May 2007, to record the Assignment, the current proceeding is based on Mr. Martinez's re-submission of the Assignment in 2019. 7 TTABVUE 12, 15-16. Mr. Quintanilla argues that because he bases his claims on events that took place after the '013 Opposition concluded, he "could not have brought [his] current Petition in the Prior Proceeding." *Id.* at 14.

"[A] common set of transactional facts is to be identified 'pragmatically.'" *Jet*, 55 USPQ2d at 1856 (quoting Restatement (Second) of Judgments § 24 (1982)); *see also Chutter v. Great Concepts, LLC*, 119 USPQ2d 1865, 1869-70 (TTAB 2016) ("What factual grouping constitutes a 'transaction,' and what grouping constitutes a 'series [of connected transactions],' are to be determined pragmatically, giving weight to such considerations as whether the facts are related in time, space, origin or motivation, whether they form a convenient trial unit, and whether their treatment as a unit conforms to the parties' expectations or business understanding or usage.").

Mr. Quintanilla's fraud claim in this case is premised on his assertion that the Assignment is fraudulent, and that consequently he, not Mr. Martinez, is the rightful owner of the Registration. *See* 1 TTABVUE. This is the same factual assertion Mr. Quintanilla made in the '013 Opposition, *see* 4 TTABVUE 62-63, 97, and which the Board expressly rejected in its October 26, 2018 Order granting Mr. Martinez's counterclaim. *See* 4 TTABVUE 156. Contrary to Mr. Quintanilla's argument, Mr. Martinez's resubmission of the Assignment to the USPTO in 2019 does not create a new set of transactional facts. *Cf. Miller Brewing Co. v. Coy Int'l Corp.*, 230 USPQ

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675, 678 (TTAB 1986). In fact, because we have already found that the Assignment is valid, Mr. Martinez's recording of it does not constitute fraud.

We find that the "transactional facts" underlying Mr. Quintanilla's current fraud claim are the same as those underlying both his fraud claim and Mr. Martinez's counterclaim in the '013 Opposition. Accordingly, we find that there is no genuine dispute as to the applicability of claim preclusion in this case in light of the Board's holding in the '013 Opposition. Mr. Quintanilla's argument and evidence are insufficient to show the existence of a genuine dispute as to a material fact for trial. Accordingly, Mr. Martinez's motion for summary judgment is **granted**.

II. Cross-Motion for Leave to Amend

While the Board freely gives leave to amend the pleadings when justice so requires, here leave is denied because the proposed amendment would be futile, i.e., based upon the same transactional set of facts as the '013 Opposition. *See, e.g., Lacteos de Honduras S.A. v. Industrias Sula, S. De R.L. de C.V.*, 2020 USPQ2d 10087, *7 (TTAB 2020). *See also* TBMP § 503.03.

III. Judgment Entered

For the reasons above, judgment is entered against Mr. Quintanilla, and the petition for cancellation is **dismissed with prejudice**.

TRADEMARK ASSIGNMENT

EXHIBIT B

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT																										
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL																										
EFFECTIVE DATE:	06/13/2004																										
CONVEYING PARTY DATA																											
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CORRESPONDENCE DATA																											
<p>Fax Number: (954)234-2506 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i></p> <p>Email: dan@danpolley.com Correspondent Name: Daniel S. Polley Address Line 1: 1215 East Broward Boulevard Address Line 4: Fort Lauderdale, FLORIDA 33301</p>																											
ATTORNEY DOCKET NUMBER:	1186.5001																										
NAME OF SUBMITTER:	Daniel S. Polley																										
Signature:	/Daniel S. Polley/																										
Date:	05/21/2007																										

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Total Attachments: 4

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EXHIBIT B

EXHIBIT B

CESION DE DERECHOS QUE CELEBRAN POR UNA PARTE COMO CEDENTE EL SEÑOR ABRAHAM QUINTANILLA Y POR LA OTRA COMO CESIONARIO CRUZ MARTINEZ, AL TENOR DE LAS SIGUIENTES:

DECLARACIONES

I.- El Cedente ABRAHAM QUINTANILLA, declara que es miembro fundador conjuntamente con CRUZ MARTÍNEZ desde el año de 1999 del grupo musical denominado KUMBIA KINGS y por lo mismo ostenta el derecho de notoriedad.

II.- El Cesionario CRUZ MARTÍNEZ, declara que es miembro fundador del grupo musical KUMBIA KINGS conjuntamente con ABRAHAM QUINTANILLA.

III.- Ambas partes declaran que a la fecha el grupo musical KUMBIA KINGS, se encuentra en proceso de renovación y en busca de nuevos elementos desde el mes de marzo del año en curso.

IV.- Ambas partes se reconocen mutuamente la personalidad con que se ostentan y declaran que el objeto de este contrato es la CESION DEL DERECHO DE NOTORIEDAD del que goza el CEDENTE, respecto del nombre del grupo musical KUMBIA KINGS sometiéndose a las siguientes:

CLAUSULAS

Primera.- El Cedente Abraham Quintanilla, cede a favor del Cesionario Cruz Martínez, el derecho de Notoriedad que tiene dentro de Grupo Musical KUMBIA KINGS.

Segunda.- El Cesionario acepta la Cesión y se compromete a salvaguardar los derechos cedidos mediante este contrato y proceder de inmediato a registrar la presente cesión de derechos ante el Instituto Nacional de Derecho de Autor, Dirección de Reserva así como de realizar lo necesario para mantener la vigencia de los derechos transferidos y preservar el nombre del grupo musical denominado KUMBIA KINGS.

Tercera.- El Cedente y Cesionario acuerdan llevar a cabo la presente cesión en virtud de la renovación del grupo ya que iniciara actuaciones con nuevos integrantes, la solicitud de la Reserva de Derechos al uso exclusivo de la denominación KUMBIA KINGS, en el genero de Grupo artístico musical a favor del Cesionario, no causa perjuicio a terceros en virtud de que los creadores exclusivos son el Cedente y el Cesionario.

Las partes firman el presente contrato de Cesión de Derechos de Notoriedad en la Ciudad de México distrito federal a los tres días del mes de junio del año dos mil cuatro.

EL CEDENTE


ABRAHAM QUINTANILLA

EL CESIONARIO


CRUZ MARTINEZ

EXHIBIT B

ASSIGNMENT OF RIGHTS CONTRACT FORMALIZED BY AND BETWEEN, ON THE ONE HAND, ABRAHAM QUINTILLA AS ASSIGNOR, AND, ON THE OTHER HAND, CRUZ MARTÍNEZ AS ASSIGNEE, IN ACCORDANCE WITH THE FOLLOWING:

RECITALS:

I.- The Assignor, ABRAHAM QUINTANILLA (sic) hereby declares that, in conjunction with CRUZ MARTINEZ, he is a founding member since the year declara 1999 of the musical group named KUMBIA KINGS and, for this reason, possesses the notoriety presumed by the law.

II.- The Assignee CRUZ MARTÍNEZ, hereby declares that he is a founding member of the musical group KUMBIA KINGS, in conjunction with ABRAHAM QUINTANILLA.

III.- Both parties declare that the musical group KUMBIA KINGS, is, at the present time, in the process of renovation and has been in search of new elements since the month of March this year.

IV. Both parties mutually recognize the status they hold and declare that the purpose of this contract is to ASSIGN THE NOTORIETY PRESUMED BY LAW enjoyed by the ASSIGNOR with respect to the name of the musical group KUMBIA KINGS, subjecting themselves to the following:

CLAUSES:

First.- The Assignor Abraham Quintanilla hereby assigns the Notoriety he holds within the Musical Group KUMBIA KINGS, in favor of the Assignee Cruz Martinez.

Second.- The Assignee accepts the Assignment and undertakes to safeguard the rights assigned under the present contract, proceeding immediately to register the present assignment of rights before the Instituto Nacional de Derecho de Autor (National Copyrights Institute), Reservation Department, and to take all action necessary to maintain the rights transferred in force and to preserve the name of the musical group entitled KUMBIA KINGS.

Third.- The Assignor and Assignee agree to carry out the present assignment in view of renovation of the group so that, on the latter commencing performances with new members, the request for the Reservation of Rights to the exclusive use of the name KUMBIA KINGS will not prejudice third parties, since the exclusive creators are the Assignor and the Assignee.

The parties sign the present contract assigning the Notoriety presumed by Law in the City of Mexico, Federal District, on the thirteenth day of the month of June in the year two thousand and four.

THE ASSIGNOR
(Signature)

THE ASSIGNEE
(Signature)

LUER TRADUCTORES

EXHIBIT B

ASOCIADOS, S.C.

CENTRO ESPECIALIZADO DE TRADUCTORES E INTERPRETES

I, MARIA ELENA LUER DORANTES, Official Translator authorized by the Superior Court of Justice in and for Mexico-City, DO HEREBY CERTIFY: That the foregoing translation is true and faithful to the best of my knowledge.



MARIA ELENA LUER DORANTES
Mexico-City, December 7th, 2006

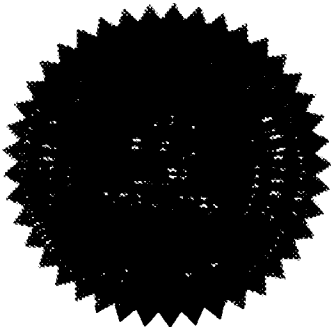


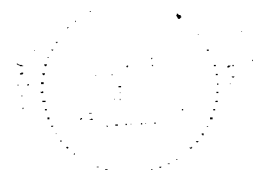
EXHIBIT B

The ATTORNEY JOSE GILBERTO GARDUÑO FERNÁNDEZ, as Director of Reservation Rights at the National Copyrights Institute, a dependency of the Secretariat of Public Education, taking as grounds the provisions of article 8, section XVIII of the Internal Regulations of the National Copyrights Institute, published in the Official Gazette of the Federation on November 22, 1999, hereby-----

-----**CERTIFIES**-----

That the present copy consisting of one page, facing, agrees faithfully in all its parts with the original which I had before me, and which forms part of the file on Reservation of Rights on the Exclusive Use number 04-2004-070617355000-402, under the name KUMBIA KINGS, Artistic Group. Issued in the City of Mexico, Federal District, on the eighteenth day of the month of August two thousand and six -----

-----I attest-----



A. **Background of My KUMBIA KINGS Group and My Federally Registered Trademark.**

3. My name is A.B. Quintanilla III, also known as Abraham Quintanilla, III and Abraham Quintanilla Zamora. I caused a federal trademark application to be filed, which was subsequently granted on July 6, 2004 by the USPTO, for that my trademark “KUMBIA KINGS” for International Class (“IC”) 009, US 021 023 026 036 038, goods and services: downloadable video recordings featuring musical group and music; sound recordings featuring music; video recordings featuring musical group and music; and prerecorded audio and video tapes, phonograph records, compact audio disks, and video disks featuring musical group and music, and in IC 041, US 100 101 107, goods and services: entertainment in the nature of visual and audio performances; namely, a musical band. “Kumbia” is a play on the word “cumbia” which I am informed and believe is a Columbian folk and/or dance music.

4. I have used my KUMBIA KINGS trademark in connection with musical recordings and performances since 1999, as well as approximately the same time for clothing (such as T-Shirts). Through its record labels, my KUMBIA KINGS have released nationwide in the United States several albums (which includes compact discs) and DVDs including: "Amor, Familia, Y Respeto," album which was released in 1999; “Shhh!,” album which was released in 2001; “All Mixed Up Los Remixes,” album which was released in October 2002; “La Historia,” both an album and a DVD which were released in 2003; the “4,” album which was released in 2003; “Los Remixes Vol. 2.0,” album which was released in 2004; “Fuego,” both an album and DVD which were released in 2004; “Duets,” album which was released in 2005; “Kumbia Kings Live!,”

I, A. B. QUINTANILLA III, hereby declare as follows:

1. I make this declaration pursuant to the Federal Rules of Civil Procedure and the rules and regulations governing the United States Patent and Trademark Office (“USPTO”), including but not limited to the Trademark Manual of Examination Procedures, Rule 503.06 (c), to advise that there has been a fraudulent assignment of my trademark filed with the USPTO and to oppose other related US trademark applications filed by the person who filed the false assignment which have been recently published for opposition. More specifically, I am the correct owner of my Federally Registered Trademark, “KUMBIA KINGS,” Federal Registration No. 2859703, and a fraudulent assignment of my trademark has been filed in the USPTO by Cruz Martinez Guerrero, also known as Cruz Martinez. The fraudulent assignment filed by Mr. Martinez is located at reel and frame 3546/0240 through 0245 and it is **false** because it contains a signature above the name “Abraham Quintanilla,” however **that is not my signature.** I respectfully request that the fraudulent assignment be removed and that my rights to my KUMBIA KINGS trademark be restored, as well as that Mr. Martinez not be permitted to register marks that will be associated with my KUMBIA KINGS trademark.

2. I have personal knowledge of the facts set forth herein, except for those statements made on information and belief, and if called as a witness, I could and would be able to testify competently to such facts.

both and album and DVD which were released in 2006, and the most recently released, in approximately April, 2007, "Greatest Hits, Album Versions." A true and correct copy of the album covers are attached hereto as Exhibit A. The album covers often note that I, A.B. Quintanilla III, am presenting the KUMBIA KINGS, further associating me with the KUMBIA KINGS. Some of these recordings achieved gold (over 500,000 units sold) and/or platinum (over 1,000,000 units sold) status from the Recording Industry Association of America.

5. I am the musical director and control the sound of my KUMBIA KINGS musical group. For example, for each album, I: select the songs on the album; write, produce and/or arrange the songs on the album; play bass and sing second vocal; and designed and/or control the album cover, back and the inside, among other things I do for each album. I personally appear on the album covers for all KUMBIA KINGS albums which contain photographs, namely the most recent release "Greatest Hits, Album Versions," as well as on "4," "Duets," and "La Historia" (which is the only album cover Mr. Martinez appears on, along with other musicians from my group). See Exhibit A

6. My KUMBIA KINGS recordings and DVDs are sold in record stores and major retailers like Wal-Mart, Best Buy and Target, usually in a Latin music or Popular music section, which I have seen are usually behind a card that says "KUMBIA KINGS" or in the general K section. The recordings sell for between approximately \$9.99 to \$16.99 retail, and the DVDs sell for between approximately \$ 11.98 to \$ 17.98 retail.

7. My KUMBIA KINGS recordings have been nominated for and/or won numerous awards, including Latin Grammy Awards (awarded by the Latin Academy of Recording Arts and Sciences) for Best Tropical Regional Mexican Album 2006 (won)

and for Best Tejano Performance 2000, and Billboard (a well known music trade publication) Latin Music Awards for Album of the Year by a New Artist 2000 (won) and for Album of the Year by a Group or Duo (2000).

8. My KUMBIA KINGS group has an extensive fan base through the United States, as well as in Mexico, Central and South America and Japan. My KUMBIA KINGS have toured throughout the United States, including playing large venues in major cities such as New York, Los Angeles, Houston, Dallas, Chicago, Miami, Atlanta, Las Vegas, and Albuquerque and has performed before millions of fans. As musical director, I created and control the live performances of the KUMBIA KINGS, including the image, style and other aspects of the performances, as well as playing bass and providing second vocal, except for a period I did not perform but my group did, under my control and with my authority.

B. **Cruz Martinez's Wrongful Filing of A False Assignment with a Fraudulent Signature of My KUMBIA KINGS Trademark.**

9. It appears that Cruz Martinez, who was a former musician among other things with my KUMBIA KINGS group, filed in the USPTO what he alleges is an alleged assignment of my KUMBIA KINGS federally registered trademark, from me to Mr. Martinez. Besides the fact that I never assigned my KUMBIA KINGS federally registered trademark to Mr. Martinez, I have reviewed the alleged trademark assignment document (attached hereto as Exhibit B) and: a) the signature on that document (Exhibit B) is not my signature; and b) I never signed any such document. Mr. Martinez refuses to withdraw the filed assignment from the USPTO.

10. In addition, it should also be noted that Mr. Martinez was formerly a musician with my musical group KUMBIA KINGS. He entered into a confidential recording contract which EMI LATIN dated April 15, 2002 which states in paragraph 25.07 “If any member of the Group [KUMBIA KINGS] shall become a Leaving Member, that member shall not have the right thereafter during the Term to use any name utilized by the Group or any name similar thereto. Without limiting the generality of the foregoing, that member shall not, in connection with any of his professional activities, use the phrase ‘formerly a member of Los Kumbia Kings’ or any similar expression.” A copy of the recording contract can be provided to the USPTO, subject to confidentiality or in redacted form. In or about August, 2006, Mr. Martinez left my Group, i.e. he became a “Leaving Member.”

11. Thereafter, in or about September, 2006, Mr. Martinez tried to use my KUMBIA KINGS trademark in the US connection with his new musical group, including attempting to appear on the Spanish language program “Christina,” which is broadcasted in the US. Without waiver of any privilege, my attorney (on my behalf) sent a letter to Mr. Martinez (as well as to the “Christina” show) reminding him that he could not use the KUMBIA KINGS trademark because I owned the mark. We never heard from Mr. Martinez or any representative. Recently, Mr. Martinez tried to use the trademark or a similar sounding name and visual references to “King” (a crown) for his new musical group. Without waiver of any privilege, I caused my attorney (on my behalf) to send a letter regarding this to Mr. Martinez and it appears Mr. Martinez was unable to use the name because the album was released under the name “Cruz Martinez Presenta Los Super Reyes.”

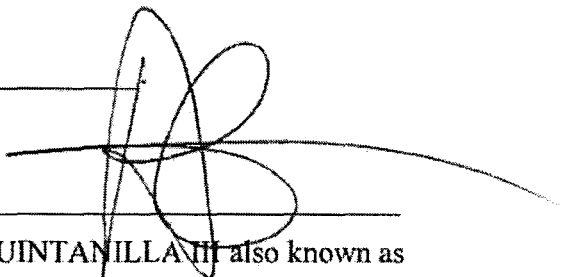
C. Conclusion.

12. Therefore the true "chain of title" is that I own the KUMBIA KINGS federal trademark registration and that it should not be considered altered by the false assignment filed by Cruz Martinez, and that I, the original registrant, have been and continue to be the owner of the trademark registration at issue, namely for KUMBIA KINGS.

13. In addition my counsel is Cara Burns, Hicks, Mims, Kaplan & Burns, 2800 28th Street, Suite 300, Santa Monica, California 90405, telephone: 310-314-1721, facsimile: 310-314-1725 not Daniel Polley, who is Mr. Martinez's attorney.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Executed: August 19, 2007 at COSTA RICA



A.B. QUINTANILLA III also known as
ABRAHAM QUINTANILLA III and
ABRAHAM QUINTANILLA ZAMORA

EXHIBIT A QUINTANILLA DECLARATION



Exhibit A

TRADEMARK

A.B. QUINTANILLA III
PRESENTS

KUM BIA
KINGS
LIVE!

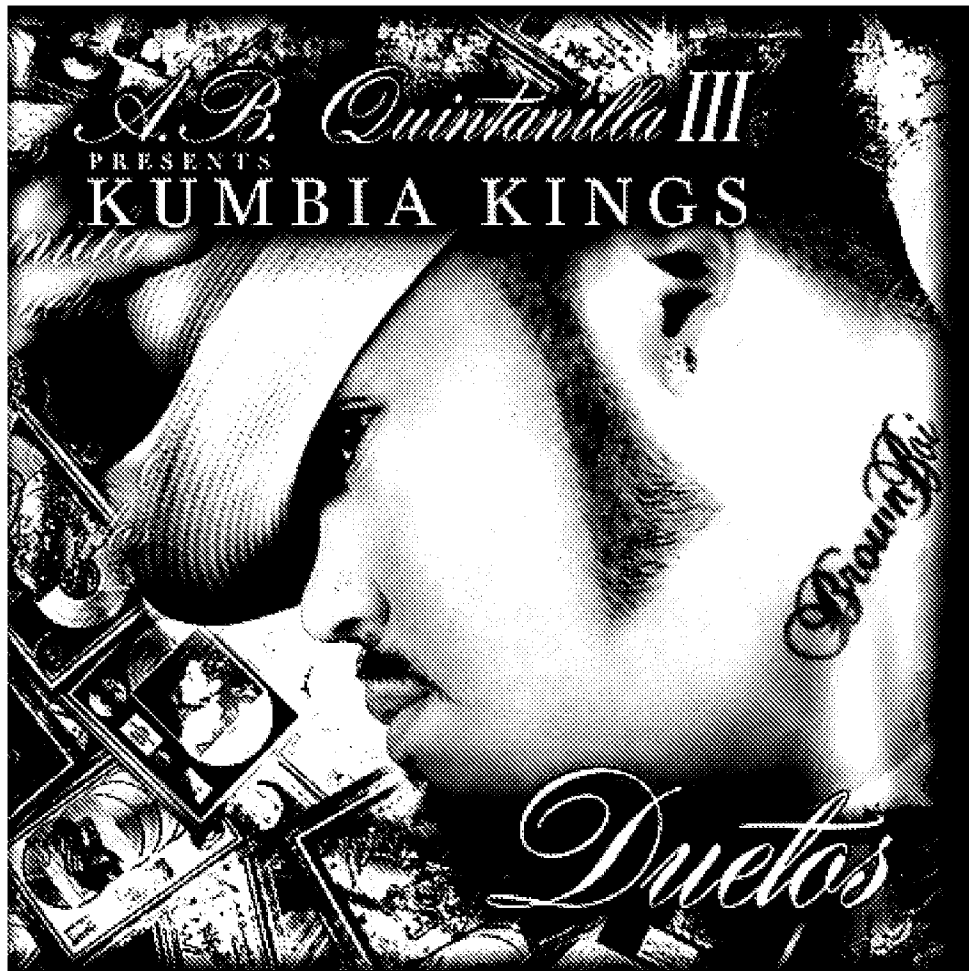


Exhibit A
Page 3 of 10



Exhibit A

TRADEMARK

REEL: 003615 FRAME: 0311

A. B. Quintanilla III
Presents
Columbia Kings

Loz
2.0
REMIXE2

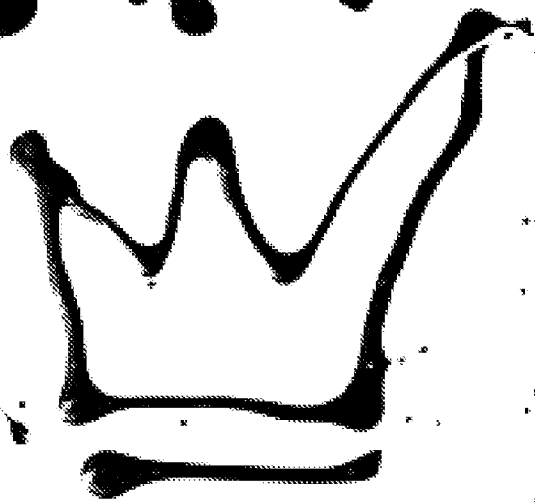




Exhibit A
Page 6 of 10

A.B. Quintanilla III &
Kumbia Kings

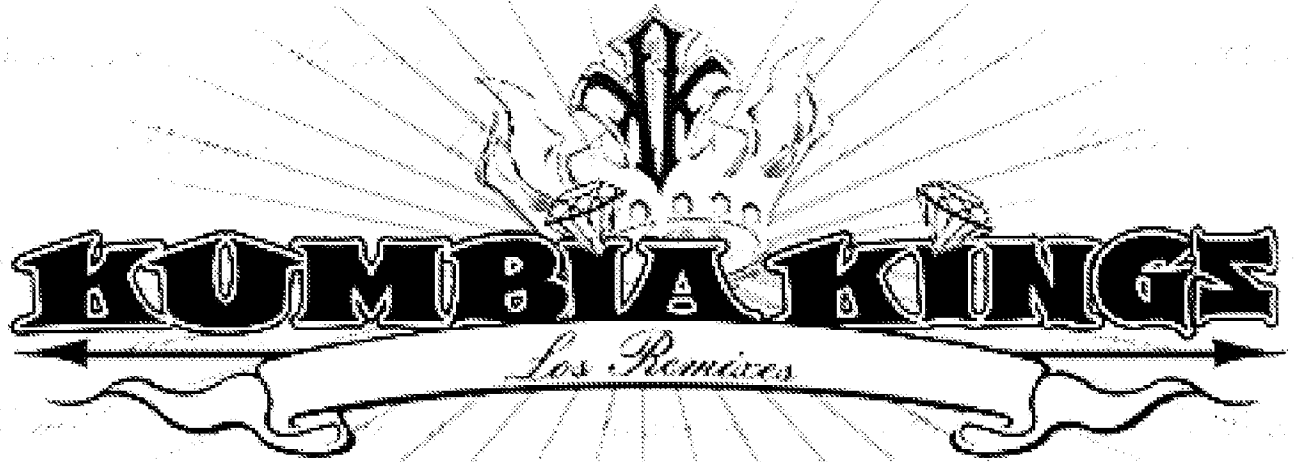


LA HISTORIA

Exhibit A

Page 7 of 10

TRADEMARK
REEL: 003615 FRAME: 0314



All Mixed Up





EXHIBIT B QUINTANILLA DECLARATION

CESION DE DERECHOS QUE CELEBRAN POR UNA PARTE COMO CEDENTE EL SEÑOR ABRAHAM QUINTANILLA Y POR LA OTRA COMO CESIONARIO CRUZ MARTINEZ, AL TENOR DE LAS SIGUIENTES:

DECLARACIONES

I.- El Cedente ABRAHAM QUINTANILLA, declara que es miembro fundador conjuntamente con CRUZ MARTÍNEZ desde el año de 1999 del grupo musical denominado KUMBIA KINGS y por lo mismo ostenta el derecho de notoriedad.

II.- El Cesionario CRUZ MARTÍNEZ, declara que es miembro fundador del grupo musical KUMBIA KINGS conjuntamente con ABRAHAM QUINTANILLA.

III.- Ambas partes declaran que a la fecha el grupo musical KUMBIA KINGS, se encuentra en proceso de renovación y en busca de nuevos elementos desde el mes de marzo del año en curso.

IV.- Ambas partes se reconocen mutuamente la personalidad con que se ostentan y declaran que el objeto de este contrato es la CESION DEL DERECHO DE NOTORIEDAD del que goza el CEDENTE, respecto del nombre del grupo musical KUMBIA KINGS sometiéndose a las siguientes:

CLAUSULAS

Primera.- El Cedente Abraham Quintanilla, cede a favor del Cesionario Cruz Martínez, el derecho de Notoriedad que tiene dentro de Grupo Musical KUMBIA KINGS.

Segunda.- El Cesionario acepta la Cesión y se compromete a salvaguardar los derechos cedidos mediante este contrato y proceder de inmediato a registrar la presente cesión de derechos ante el Instituto Nacional de Derecho de Autor, Dirección de Reserva así como de realizar lo necesario para mantener la vigencia de los derechos transferidos y preservar el nombre del grupo musical denominado KUMBIA KINGS.


Tercera.- El Cedente y Cesionario acuerdan llevar acabo la presente cesión en virtud de la renovación del grupo ya que iniciara actuaciones con nuevos integrantes, la solicitud de la Reserva de Derechos al uso exclusivo de la denominación KUMBIA KINGS, en el genero de Grupo artístico musical a favor del Cesionario, no causa perjuicio a terceros en virtud de que los creadores exclusivos son el Cedente y el Cesionario.

Las partes firman el presente contrato de Cesión de Derechos de Notoriedad en la Ciudad de México distrito federal a los tres días del mes de junio del año dos mil cuatro.

EL CEDENTE


ABRAHAM QUINTANILLA

EL CESIONARIO


CRUZ MARTINEZ

ASSIGNMENT OF RIGHTS CONTRACT FORMALIZED BY AND BETWEEN, ON THE ONE HAND, ABRAHAM QUINTILLA AS ASSIGNOR, AND, ON THE OTHER HAND, CRUZ MARTÍNEZ AS ASSIGNEE, IN ACCORDANCE WITH THE FOLLOWING:

RECITALS:

I.- The Assignor, ABRAHAM QUINTANILLA (sic) hereby declares that, in conjunction with CRUZ MARTINEZ, he is a founding member since the year declara 1999 of the musical group named KUMBIA KINGS and, for this reason, possesses the notoriety presumed by the law.

II.- The Assignee CRUZ MARTÍNEZ, hereby declares that he is a founding member of the musical group KUMBIA KINGS, in conjunction with ABRAHAM QUINTANILLA.

III.- Both parties declare that the musical group KUMBIA KINGS, is, at the present time, in the process of renovation and has been in search of new elements since the month of March this year.

IV. Both parties mutually recognize the status they hold and declare that the purpose of this contract is to ASSIGN THE NOTORIETY PRESUMED BY LAW enjoyed by the ASSIGNOR with respect to the name of the musical group KUMBIA KINGS, subjecting themselves to the following:

CLAUSES:

First.- The Assignor Abraham Quintanilla hereby assigns the Notoriety he holds within the Musical Group KUMBIA KINGS, in favor of the Assignee Cruz Martínez.

Second.- The Assignee accepts the Assignment and undertakes to safeguard the rights assigned under the present contract, proceeding immediately to register the present assignment of rights before the Instituto Nacional de Derecho de Autor (National Copyrights Institute), Reservation Department, and to take all action necessary to maintain the rights transferred in force and to preserve the name of the musical group entitled KUMBIA KINGS.

Third.- The Assignor and Assignee agree to carry out the present assignment in view of renovation of the group so that, on the latter commencing performances with new members, the request for the Reservation of Rights to the exclusive use of the name KUMBIA KINGS will not prejudice third parties, since the exclusive creators are the Assignor and the Assignee.

The parties sign the present contract assigning the Notoriety presumed by Law in the City of Mexico, Federal District, on the thirteenth day of the month of June in the year two thousand and four.

THE ASSIGNOR
(Signature)

THE ASSIGNEE
(Signature)

LUER TRADUCTORES
EXHIBIT C

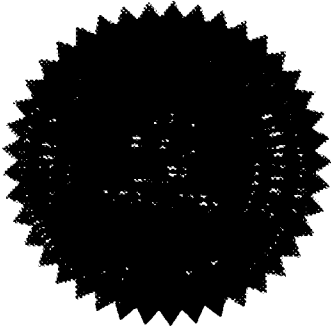


ASOCIADOS, S.C.

CENTRO ESPECIALIZADO DE TRADUCTORES E INTERPRETES

I, MARIA ELENA LUER DORANTES, Official Translator authorized by the Superior Court of Justice in and for Mexico-City, DO HEREBY CERTIFY: That the foregoing translation is true and faithful to the best of my knowledge.

MARIA ELENA LUER DORANTES
Mexico-City, December 7th, 2006



The ATTORNEY JOSE GILBERTO GARDUÑO FERNÁNDEZ, as Director of Reservation Rights at the National Copyrights Institute, a dependency of the Secretariat of Public Education, taking as grounds the provisions of article 8, section XVIII of the Internal Regulations of the National Copyrights Institute, published in the Official Gazette of the Federation on November 22, 1999, hereby-----

-----CERTIFIES-----

That the present copy consisting of one page, facing, agrees faithfully in all its parts with the original which I had before me, and which forms part of the file on Reservation of Rights on the Exclusive Use number 04-2004-070617355000-402, under the name KUMBIA KINGS, Artistic Group. Issued in the City of Mexico, Federal District, on the eighteenth day of the month of August two thousand and six -----

-----I attest-----

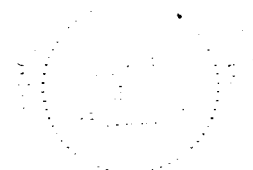


EXHIBIT DTrademark Trial and Appeal Board Electronic Filing System. <http://estta.uspto.gov>ESTTA Tracking number: **ESTTA842330**Filing date: **08/28/2017**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

Proceeding	91179013
Party	Defendant Cruz Martinez
Correspondence Address	DANIEL S POLLEY DANIEL S POLEY PA 7251 WEST PALMETTO PARK ROAD BOCA RATON, FL 33433 UNITED STATES Email: dan@danpolley.com
Submission	Testimony For Defendant
Filer's Name	Daniel S. Polley
Filer's email	dan@danpolley.com
Signature	/Daniel S. Polley/
Date	08/28/2017
Attachments	Notice of Filing Testimony Declaration of Cruz Martinez.pdf(17173 bytes) Testimony Declaration - Cruz Martinez 8-28-2017.pdf(48260 bytes) Test Dec Exhibts Combiined.pdf(2038426 bytes)

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

In the Matter of Application No. 77/050,467
For the Mark: KUMBIA KIDS
Filing Date: November 24, 2006
Opposition No. 91179013

In the Matter of Application No. 78/950,782
For the Mark: KUMBIA ALL-STARZ
Filing Date: August 11, 2006
Opposition No. 91181828

In the Matter of Application No. 77/028,376
For the Mark: KUMBIA QUEENS
Filing Date: October 24, 2006
Opposition No. 91182255

A.B. QUINTANILLA, III,)	
)	
Counterclaim Defendant,)	Opposition Nos. 91179013
)	
vs.)	
)	
CRUZ MARTINEZ)	
)	
Counterclaim Plaintiff.)	
_____)	
)	
CRUZ MARTINEZ,)	
)	Opposition Nos. 91181828
Opposer,)	Opposition Nos. 91182255
)	
vs.)	
)	
A.B. QUINTANILLA, III,)	
)	
Applicant.)	
_____)	

**NOTICE OF FILING OF THE DECLARATION OF CRUZ MARTINEZ AS
TRIAL TESTIMONY AND EXHIBITS THERETO**

Cruz Martinez, by and through the undersigned counsel, hereby provides notice of the filing herewith of his Declaration signed on August 28, 2017 (within his trial testimony period) for use as trial testimony in the above proceeding, along with composite Exhibits A-C thereto.

Though it is believed that the Declaration is compliant with all relevant rules and regulations, in an abundance of caution Cruz Martinez respectfully requests notification from the Board and a brief time period to respond, if anything further is needed for entering the Declaration and exhibits.

Respectfully submitted,

Attorneys for Applicant

/Daniel S. Polley/

Daniel S. Polley, Reg. No. 34,902

DANIEL S. POLLEY, P.A.

7251 West Palmetto Park Road

Boca Raton, Florida 33433

Telephone: (561) 347-5955

Fax: (561) 807-5987

E-mail: dan@danpolley.com

CERTIFICATE OF SERVICE

I hereby certify that on the 28th day of August 2017, a true copy of the foregoing was served by email to:

Ralph Perez, Esq.
ralph.perez@cavadalawoffice.com

Executed on August 28, 2017.

/Daniel S. Polley/

Daniel S. Polley, Reg. No. 34,902

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

In the Matter of Application No. 77/050,467
For the Mark: KUMBIA KIDS
Filing Date: November 24, 2006
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For the Mark: KUMBIA QUEENS
Filing Date: October 24, 2006
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A.B. QUINTANILLA, III,)	
)	
Counterclaim Defendant,)	Opposition Nos. 91179013
)	
vs.)	
)	
CRUZ MARTINEZ)	
)	
Counterclaim Plaintiff.)	
_____)	
CRUZ MARTINEZ,)	
)	Opposition Nos. 91181828
Opposer,)	Opposition Nos. 91182255
)	
vs.)	
A.B. QUINTANILLA, III,)	
)	
Applicant.)	
_____)	

TESTIMONY DECLARATION OF CRUZ MARTINEZ

I, Cruz Martinez, hereby declare as follows:

1. I make this Declaration pursuant to the Federal Rules of Civil Procedure and the rules of the Trademark Trial and Appeal Board for use as testimony in my testimony period for the above-identified proceeding.

2. It is my position that I am the sole owner of the KUMBIA KINGS trademark/service mark throughout the world, including the United States and U.S. Registration No. 2,859,703 for the mark KUMBIA KINGS with respect to goods and services in International Classes 009 and 041, as well as for goods and services in other classes under the common law, such as, but not limited to goods and services in classes 16 and 35.

3. As I discuss further below, the assignment I recorded with the United States Patent and Trademark Office (“PTO”) on May 21, 2007 represents a true and authentic copy of the Assignment of all rights to the KUMBIA KINGS mark from Abraham Quintanilla III (“AB”) to myself and AB’s signature appearing on the document is true, accurate and authentic.

4. I have worked professionally in the music industry, and particularly the Latin music industry, since I was a teenager.

5. By age 16, I was producing music and programming computers in the studio with my uncle for the family band La Sombra. At age 17, I began touring with La Sombra as the keyboard player, 2nd vocal and dancer, and also became heavily involved with arranging the band’s musical compositions. La Sombra had many

successful albums, and yielded several number one singles on the Billboard Hot Latin Tracks.

6. Around 1990, at age 18, I received my first “Album of the Year” Grammy nomination for La Sombra’s Por Que Te Quiero album.

7. After spending approximately ten years with La Sombra, I took a hiatus from the band and began dedicating more time to produce music. At this point in time I was approached by Abraham Quintanilla III (“AB”) to help him with the musical soundtrack for the movie Selena. Selena was a musical superstar and AB’s sister, and passed away in the early 1990’s. After we completed the Selena movie project, AB and myself continued working together, producing and writing songs for other musical artists.

8. In 1997, while I was putting a new band together, I was approached by AB with respect to the new band, regarding AB being the bass player for the new band. The original band I was forming had a total of 7 members, four of which were family members (including myself), one was a high school buddy and the other two were very close friends of mine. AB was eighth member to come in, when he came in as the bass player.

9. I, alone, came up with the KUMBIA KINGS name for the band. Inspiration for the name came from the fact that the majority of members were from Chicago and there was a group of guys (non-musical group) called the Latin Kings. I always liked this name, but the group had a bad reputation. As we did not want to associate ourselves with them, I decided to change Latin Kings to first Cumbia Kings and then ultimately to Kumbia Kings.

10. The acronym for Cumbia Kings is CK, and various listings of my name in discussions about the KUMBIA KINGS band, list me as Cruz “CK” Martinez.

11. As mentioned above, before KUMBIA KINGS, I came from a group called La Sombra. La Sombra was a very innovative group that danced and was cutting edge. Kumbia Kings’ performances were very similar to the performances that I started with La Sombra. My experiences in La Sombra was the main source and image for the Kumbia Kings performances. Thus, the Kumbia Kings visual and entertaining image, including dressing in hip hop/urban clothing was solely developed by me, and largely based on my earlier music experiences.

12. Prior to the joining the Kumbia Kings, AB’s image was to be seen in Wrangler jeans and Dingo boots. AB never dressed in hip hop/urban clothing until the Kumbia Kings started. The whole hip hop/urban dress and image was introduced by myself, along with the other original group members that I got to form the Kumbia Kings. AB had no role in the Kumbia Kings dress and image. In fact, he copied our look to fit in.

13. Given both my past success and AB’s past success in the music business, we agreed to be co-founders of the group and in lieu of straight salaries we agreed to receive a percentage of the revenue.

14. It was always understood that I was the owner of the name KUMBIA KINGS and the group, particularly since I came up with the name and was the primary person responsible for putting the group together.

15. Only because of AB’s established name recognition from being the brother of Selena, it was agreed to place “A.B. Quintanilla III and” or “A.B. Quintanilla III

presents” to help get a record deal and also to increase record sales and the success of the band on the road.

16. The placing of AB’s name before KUMBIA KINGS in certain instances was never intended to be a statement of ownership to the KUMBIA KINGS mark. Rather it was only there for commercial purposes (i.e. to hopefully increase record sales and concert ticket sales, etc.) and also to separate AB from the rest of the band.

17. After we secured a record contract, AB confirmed to me and several other band members that musically he would always be AB Quintanilla separately and that I would always be the Kumbia Kings. The Kumbia Kings group was always my group, especially given that I came up with the name and put the group together and that AB only joined after the rest of the group had already been organized and put together by me.

18. It was always understood by AB and myself, that by being listed as “A.B. Quintanilla III and” or “A.B. Quintanilla III presents”, AB was intentionally separating himself from the Kumbia Kings and indicating that the albums or concerts contained musical performances by him together with the Kumbia Kings. If AB was not separate from the rest of the group, then the records would have indicated only Kumbia Kings. Given his past notoriety, AB also insisted on having his name present and separate from the Kumbia Kings, which was also later followed by EMI as a way to increase record sales.

19. On the record contract with EMI, both myself and AB signed the contract. All other members of the group were not on the EMI contract, as the label was only interested in my signature as the owner of the group and AB signature who they mistakenly believed was the lead producer.

20. The KUMBIA KINGS were basically an instant success, with the band releasing several albums in the United States and performing musically worldwide since its inception, which is at least since 1999. Some of the titles of the Kumbia Kings' albums include "Amor, Familia, Y Respeto", "Shhh!", "All Mixed Up Los Remixes", "La Historia", "4", "Los Remixes Vol. 2.0", "Fuego", "Duets", and "Kumbia Kings Live1".

21. Though not at the level of sales when first released, Kumbia Kings albums continued to be sold and downloaded.

22. I have been the artist, producer, arranger, programmer, recording engineer, songwriter, musical director, vocalist and keyboardist and I personally control the songs and sound on every one of the Kumbia Kings album catalog.

23. I also personally appear on every album cover release through our then record label EMI. My image, name, work and credits are reading seen and/or heard on all Kumbia Kings album. From the first day of existence of the Kumbia Kings band to the current present day, I have been the person responsible for creating, writing, reproducing, producing, controlling and recording the Kumbia Kings sound and image on sound recordings and in live performances.

24. Since its inception I have consistently toured with my KUMBIA KINGS band, both in Mexico, Central and South America and US. I am the only member of the KUMBIA KINGS who has performed and recorded with the KUMBIA KINGS uninterrupted since the inception of the KUMBIA KINGS musical group.

25. Unbeknownst to me and without my knowledge, approval or authorization, on June 10, 2003, AB filed or arranged to have filed a trademark service application (U.S. Application Serial No. 76/524,568) for the KUMBIA KINGS mark, listing only

himself as Applicant. This application matured into U.S. Registration 2,859,703 (“the ‘703 Registration”) on July 6, 2004.

26. At this point in time, most, if not all, of the original Kumbia Kings members (excluding myself) had left the group based on various disputes the members had with AB. Upon learning that AB had registered the KUMBIA KINGS mark in his name only, I immediately informed AB that if he did not return the KUMBIA KINGS name back to me, I would depart like the rest of the band members. As I was in control of basically all aspects of the KUMBIA KINGS music, style, performances, etc., my leaving of the group would have been a catastrophic or fatal blow to the group. Realizing that he had been caught trying to steal the band name from me, agreed to transfer the ‘703 Registration to me.

27. Thus, in view of the above, AB and myself verbally discussed and agreed to transfer ownership of the KUMBIA KINGS name over to me solely. At this point I had my attorney in Mexico draft a contract/assignment for the KUMBIA KINGS mark. The original assignment/contract is in Spanish.

28. AB then signed the contract/assignment which transferred ownership of the KUMBIA KINGS mark solely to me. I recorded the Assignment on May 21, 2007 with the United States Patent and Trademark Office (“PTO”). However, on September 5, 2007, AB through his then counsel, filed documents with the PTO wrongfully alleging that the Assignment was fraudulent and claiming that he never signed such document.

29. These statements by AB were and remain completely false and untrue.

30. AB’s signature on the Assignment is real, authentic and unaltered.

31. Prior to the day AB signed the Assignment, I had given him a copy of the Assignment for review. The Assignment document was prepared by my Attorney in Mexico Jorge Garcilazo Gonzalez and represented earlier discussions and agreements between myself and AB concerning my sole ownership to the Kumbia Kings band name. AB had no changes to the original Assignment given to him prior and I personally saw him sign another copy of the same Assignment, as he had misplaced the one I originally gave him.

32. The Assignment was signed by AB at his house in McAllen, Texas, during the time we were recording the Kumbia Kings' Fuego album. To be close to where the recording studio was physically located, I rented an apartment in McAllen. After handing AB the other copy of the assignment document previously provided, I personally witnessed AB sign the assignment. My brother David Martinez was also present and also personally witness AB signing the document. At the time AB signed the Assignment, we were both in the same room with AB and both saw AB sign the Assignment.

33. The trademark assignment filed with the PTO for U.S. Registration No. 2,859,703 ("the '703 Registration") is a true, correct, authentic and unaltered copy of the actual assignment signed by AB that I personally witnessed AB sign.

34. Attached to or filed with this/my Testimony Declaration as composite Exhibit A are true, correct, accurate, authentic and unaltered copies of the Spanish version of the Assignment, a translated version of the Assignment into English, Certification of the Translation for the Assignment, and an Expert Report from a Certified Graphicscopic expert wherein the handwriting Expert confirms that AB's signature on the document is authentic and real.

35. Furthermore, on several occasions, subsequent to AB's signing of the Assignment, I have been asked by AB or by someone on AB's behalf to sign back the KUMBIA KINGS mark to AB. Some of the requests have been threatening and hostile in nature, including a telephone message left by AB on July 10, 2006.

36. As further evidence of the authenticity of the Assignment and AB's signature thereon and subsequent contact by AB's representatives, while staying at the Mayfair hotel in Coconut Grove, Florida, I received a fax from AB's father's company Q Productions on July 13, 2006 telling me to sign and return to Q Productions an assignment/contract (apparently prepared on behalf of AB) where I would be assigning the KUMBIA KINGS mark to AB. Attached to my Declaration as composite Exhibit B is a true, correct, accurate, authentic and unaltered copy of this correspondence and contract AB wanted me to sign.

37. As further support for my ownership of the KUMBIA KINGS and my control of the KUMBIA KINGS musical group, upon a dispute between myself and AB in 2005, AB left and stopped performing as the bass player in approximately December 2005. Upon AB's departure, a new bass player was hired to replace AB and the KUMBIA KINGS continued to perform live in concert in various countries, including the United States, under my sole control and direction and without AB.

38. The KUMBIA KINGS are currently on a 40-show tour which is under my sole control and direction.

39. Since permanently leaving the KUMBIA KINGS in late 2005, AV has publicly stated: (a) Cruz could stay with the Kumbia Kings name, (b) Cruz is the owner of the Kumbia Kings, and (c) that AB doesn't care about the Kumbia Kings name.

40. Accordingly, I am the only musician who has never left the KUMBIA KINGS and I remain the only member to have recorded with the band on all albums and to have performed with the band for all performances. The KUMBIA KINGS continue to perform under my sole control and direction and I am currently in discussions with a new record label for a new KUMBIA KINGS album.

41. I am the sole owner of the KUMBIA KINGS mark in the United States and elsewhere (i.e. Mexico).

42. At all times I have been the lead producer on the KUMBIA KINGS recordings and lead producer/coordinator of the KUMBIA KINGS live performances and visual appearance. I have also been contracted as a producer, musician and songwriter for many other national musical recording acts as well.

43. As mentioned above, I am also the sole owner of the KUMBIA KINGS mark and registration in Mexico, an obviously very important, if not most important, market for cumbia style music.

44. As discussed above, I am owner and have always been owner of the KUMBIA KINGS marks in the United States and elsewhere. After AB's departure from the band, I continued to perform under the KUMBIA KINGS mark, including with concerts in the United States and including an extensive KUMBIA KINGS world tour. As also discussed above, I am currently in discussions with a new record company for a new KUMBIA KINGS album, which will also include a tour to support the album.

45. Since leaving the KUMBIA KINGS, all new recordings involving AB's band were under a new band name and not KUMBIA KINGS. Additionally, recently AB

recently publicized a new band that his is putting together, again a non-KUMBIA KINGS band.

46. AB has also run afoul with the law and was recently wanted in Nueces County, Texas for contempt of court and non-payment of child support. AB was arrested earlier this month on such charges. It has been reported that AB could spend two years in jail for failing to pay child support while already being on probation for a crime he committed earlier. For his unlawful activity AB also landed on the 10 Most Wanted Listed for Nueces County. A collection of recent articles regarding AB's unlawful activities are attached here as Composite Exhibit C.

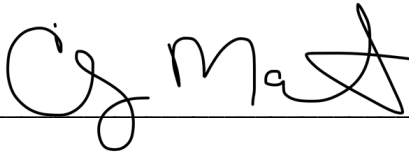
47. I have personal knowledge of all of the facts set forth above.

48. I respectfully urge the Trademark Office and Trademark Board to find that I, Cruz Martinez, am the sole owner of the KUMBIA KINGS mark in the United States and U.S. Registration No. 2,859,703. I also respectfully request that the Trademark Office and Trademark Board issue an Order further preventing AB or any other individual on behalf of AB from filing any additional documents against or in the records of the '703 Registration or otherwise disrupting my rights to free and exclusive ownership of the KUMBIA KINGS mark in the United States and the '703 Registration.

I declare further that all statements made herein of my own knowledge are true; that all statement made herein on information and belief are believed to be true; and further that these statements were made under penalty of perjury under the laws of the United States and with the knowledge and warning that willful, false statements and the like are punishable by fine or imprisonment, or both, under §1001 of Title 18 of the United States Code and that such willful, false statement may jeopardize the validity of my '703

Registration and my ownership thereof and any of my applications that are the subject of
this consolidated proceeding from having registrations issuing thereon. Thus,

DATED this 28 day of August, 2017.

A handwritten signature in black ink, appearing to read "Cruz Martinez", is written over a horizontal line. The signature is stylized and cursive.

CRUZ MARTINEZ

Opposition Proceeding No. 91179013

TESTIMONY DECLARATION OF CRUZ MARTINEZ

EXHIBIT A

CESION DE DERECHOS QUE CELEBRAN POR UNA PARTE COMO CEDENTE EL SEÑOR ABRAHAM QUINTANILLA Y POR LA OTRA COMO CESIONARIO CRUZ MARTINEZ, AL TENOR DE LAS SIGUIENTES:

DECLARACIONES

- I.- El Cedente ABRAHAM QUINTANILLA, declara que es miembro fundador conjuntamente con CRUZ MARTÍNEZ desde el año de 1999 del grupo musical denominado KUMBIA KINGS y por lo mismo ostenta el derecho de notoriedad.
- II.- El Cesionario CRUZ MARTÍNEZ, declara que es miembro fundador del grupo musical KUMBIA KINGS conjuntamente con ABRAHAM QUINTANILLA.
- III.- Ambas partes declaran que a la fecha el grupo musical KUMBIA KINGS, se encuentra en proceso de renovación y en busca de nuevos elementos desde el mes de marzo del año en curso.
- IV.- Ambas partes se reconocen mutuamente la personalidad con que se ostentan y declaran que el objeto de este contrato es la GESION DEL DERECHO DE NOTORIEDAD del que goza el CEDENTE, respecto del nombre del grupo musical KUMBIA KINGS sometiéndose a las siguientes:

CLAUSULAS

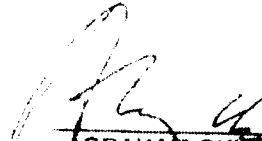
Primera.- El Cedente Abraham Quintanilla, cede a favor del Cesionario Cruz Martínez, el derecho de Notoriedad que tiene dentro de Grupo Musical KUMBIA KINGS.

Segunda.- El Cesionario acepta la Cesión y se compromete a salvaguardar los derechos cedidos mediante este contrato y proceder de inmediato a registrar la presente cesión de derechos ante el Instituto Nacional de Derecho de Autor, Dirección de Reserva así como de realizar lo necesario para mantener la vigencia de los derechos transferidos y preservar el nombre del grupo musical denominado KUMBIA KINGS.

Tercera.- El Cedente y Cesionario acuerdan llevar acabo la presente cesión en virtud de la renovación del grupo ya que iniciara actuaciones con nuevos integrantes, la solicitud de la Reserva de Derechos al uso exclusivo de la denominación KUMBIA KINGS, en el genero de Grupo artístico musical a favor del Cesionario, no causa perjuicio a terceros en virtud de que los creadores exclusivos son el Cedente y el Cesionario.

Las partes firman el presente contrato de Cesión de Derechos de Notoriedad en la Ciudad de México distrito federal a los tres días del mes de junio del año dos mil cuatro.

EL CEDENTE


ABRAHAM QUINTANILLA

EL CESIONARIO


CRUZ MARTINEZ

ASSIGNMENT OF RIGHTS CONTRACT FORMALIZED BY AND BETWEEN, ON THE ONE HAND, ABRAHAM QUINTILLA AS ASSIGNOR, AND, ON THE OTHER HAND, CRUZ MARTÍNEZ AS ASSIGNEE, IN ACCORDANCE WITH THE FOLLOWING:

RECITALS:

I.- The Assignor, ABRAHAM QUINTANILLA (sic) hereby declares that, in conjunction with CRUZ MARTINEZ, he is a founding member since the year declara 1999 of the musical group named KUMBIA KINGS and, for this reason, possesses the notoriety presumed by the law.

II.- The Assignee CRUZ MARTÍNEZ, hereby declares that he is a founding member of the musical group KUMBIA KINGS, in conjunction with ABRAHAM QUINTANILLA.

III.- Both parties declare that the musical group KUMBIA KINGS, is, at the present time, in the process of renovation and has been in search of new elements since the month of March this year.

IV. Both parties mutually recognize the status they hold and declare that the purpose of this contract is to ASSIGN THE NOTORIETY PRESUMED BY LAW enjoyed by the ASSIGNOR with respect to the name of the musical group KUMBIA KINGS, subjecting themselves to the following:

CLAUSES:

First.- The Assignor Abraham Quintanilla hereby assigns the Notoriety he holds within the Musical Group KUMBIA KINGS, in favor of the Assignee Cruz Martínez.

Second.- The Assignee accepts the Assignment and undertakes to safeguard the rights assigned under the present contract, proceeding immediately to register the present assignment of rights before the Instituto Nacional de Derecho de Autor (National Copyrights Institute), Reservation Department, and to take all action necessary to maintain the rights transferred in force and to preserve the name of the musical group entitled KUMBIA KINGS.

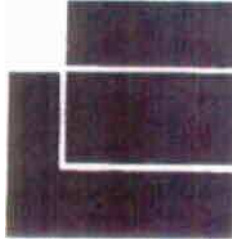
Third.- The Assignor and Assignee agree to carry out the present assignment in view of renovation of the group so that, on the latter commencing performances with new members, the request for the Reservation of Rights to the exclusive use of the name KUMBIA KINGS will not prejudice third parties, since the exclusive creators are the Assignor and the Assignee.

The parties sign the present contract assigning the Notoriety presumed by Law in the City of Mexico, Federal District, on the thirteenth day of the month of June in the year two thousand and four.

THE ASSIGNOR
(Signature)

THE ASSIGNEE
(Signature)

EXHIBIT D
LUER TRADUCTORES



ASOCIADOS, S.C.

CENTRO ESPECIALIZADO DE TRADUCTORES E INTERPRETES

I, MARIA ELENA LUER DORANTES, Official Translator authorized by the Superior Court of Justice in and for Mexico-City, DO HEREBY CERTIFY: That the foregoing translation is true and faithful to the best of my knowledge.

MARIA ELENA LUER DORANTES
Mexico-City, December 7th, 2006



The ATTORNEY JOSE GILBERTO GARDUÑO FERNÁNDEZ, as Director of Reservation Rights at the National Copyrights Institute, a dependency of the Secretariat of Public Education, taking as grounds the provisions of article 8, section XVIII of the Internal Regulations of the National Copyrights Institute, published in the Official Gazette of the Federation on November 22, 1999, hereby_____

_____CERTIFIES_____

That the present copy consisting of one page, facing, agrees faithfully in all its parts with the original which I had before me, and which forms part of the file on Reservation of Rights on the Exclusive Use number 04-2004-070617355000-402, under the name KUMBIA KINGS, Artistic Group. Issued in the City of Mexico, Federal District, on the eighteenth day of the month of August two thousand and six _____

_____I attest_____

LUER TRADUCTORES
EXHIBIT B



ASOCIADOS, S.C.

CENTRO ESPECIALIZADO DE TRADUCTORES E INTERPRETES

I, MARIA ELENA LUER DORANTES, Official Translator authorized by the Superior Court of Justice in and for Mexico-City, DO HEREBY CERTIFY: That the foregoing translation is true and faithful to the best of my knowledge.

MARIA ELENA LUER DORANTES
Mexico-City, June 13th 2007



CARLOS RAÚL CASANOVA LERMA

R F C CALC 300612M36. CAMPECHE 366 INT. 16, ZIP CODE 06140. TEL. 5286 1091.

AUXILIAR DE LA ADMÓN DE LA JUST AUT. H. TRIB. SUP. DE JUST. DEL D.F. BOL. JUD. 15 JUL 2003.

MIEMBRO ACT. ACADEMIA MEXICANA CIENCIAS FORENSES, A.C. Y DE LA ASOCIACIÓN PERITOS DE LA REP. MEXICANA, A.C

MR.: CRUZ MARTÍNEZ
AVE. UNIVERSIDAD N° 75, DESP. 3,
COL. NARVARTE, DELEG. BENITO JUÁREZ.
ZIP CODE 03000, MEXICO, F.D
CITY.

CARLOS RAÚL CASANOVA LERMA, filing in the Federal District at your express request, as expert on the subjects of Graphoscopy and Documentoscopy in connection with the DOCUMENT IN DOUBT hereinafter described, APPEARS BEFORE YOU with all due respect to declare:

That after accepting and protesting to faithfully perform the office conferred, being aware of the matter in question, I declare that I possess the capacity to prepare and issue the requested opinion, having taken the useful, necessary and essential elements for making the comparative Graphoscopic, Documentoscopic study and analysis requested, and taking the photographs pertinent to the case. I now by means of the present document bring to your attention the results of the technical studies entrusted by means of the following:

EXPERT OPINION

The expert will determine, to the best of his knowledge and belief and based on his practical and technical theoretic know-how in Graphoscopy and Documentoscopy, on the following questions:

QUESTIONS TO BE RESOLVED

- 1.- The expert will state, whether the GIVEN signature, as that of, contained in QUERIED DOCUMENT "A". (to be subsequently described), corresponds or not to the handwriting of the gentleman concerned.
- 2.- The expert will state, whether the GIVEN signature, as that of, contained in QUERIED DOCUMENT "A" displayed, identifies or otherwise the handwriting annotations effected in the handwriting of ABRAHAM QUINTANILLA.
- 3.- The expert will state, whether the GIVEN signature, as that of, contained in QUERIED DOCUMENT "A" displayed, was placed or otherwise in the handwriting of Mr. ABRAHAM QUINTANILLA.
- 4.- The expert will state whether QUERIED DOCUMENT "A" has undergone any alteration which changes or amends its original meaning.
- 5.- The expert will state, based on the replies given to the preceding questions, whether or not QUERIED DOCUMENT "A" is AUTHENTIC and TRUE.
- 6.- The expert will state, based on the replies given to the preceding questions, whether or not QUERIED DOCUMENT "A" is PERFECT.

Continued on page (2)

7.- The expert will state, based on the replies given to the preceding questions, whether QUERIED DOCUMENT "A" RETAINS OR LOSES its commercial, exchange, trust and legal values as evidence.

8 - The expert will state, what elements he utilized in the preparation of his opinion.

9.- The expert will state, the method or system employed in the preparation of his opinion.

10 - The expert will state his conclusions.

DESCRIPTION OF THE DOCUMENT IN QUESTION

A).- Certification having been made of the original typed document in black ink on letter-size white paper, given in Mexico, Federal District on June 3 in the year 2004 and entitled "ASSIGNMENT OF RIGHTS AGREEMENT", formalized between Mr. ABRAHAM QUINTANILLA as ASSIGNOR and Mr. CRUZ MARTÍNEZ as ASSIGNEE, under which Mr. ABRAHAM QUINTANILLA assigns the right of PUBLICITY he possesses within the Musical Group named "KUMBIA KINGS", a rubber stamp having been placed in the lower left corner containing the Great Seal of Mexico and reading "NOTARY PUBLIC NO. 4", held by the ATTORNEY SILVIA MARÍA GABRIELA GUERRA VELÁZQUEZ, MONTERREY, N.L. MEXICO, FIRST REGISTERED DISTRICT, CONTAINING IN THE CORNER LEFT OF THE SIGNATURE, as ASSIGNOR, Mr. ABRAHAM QUINTANILLA, subject to the Graphoscopic and Documentoscopic study requested.

On the reverse of the document the typewritten text of the "CERTIFICATION" of the document described shown on the front is visible, effected by LIC. JOSÉ GILBERTO GARDUÑO FERNÁNDEZ, as DIRECTOR OF RESERVED RIGHTS OF THE NATIONAL COPYRIGHT INSTITUTE, a dependency of the SECRETARIAT OF PUBLIC EDUCATION, issued on the 18th day of the month of August in the year 2000, containing at the foot the imprint of a rubber stamp with the Great Seal of Mexico and a text of the Secretariat of Public Education, National Copyright Institute, RESERVED RIGHTS DIRECTORATE, followed by an illegible signature in waterproof black ink.

Also visible in the lower left corner is the imprint of a rectangular rubber stamp given in the City of Monterrey, Capital of the State of Nuevo León, on the 21st day of August in the year 2006, by LIC. SILVIA MARÍA GABRIELA GUERRA VELÁZQUEZ, R.F.C. GUVS - 591103G31.- Notary Public number 4, exercising in this Municipality, who CERTIFIES: That the present photocopy consisting of one page, utilized on both sides, is faithful and correct, COMPARED WITH A CERTIFIED COPY BY LIC. JOSÉ GILBERTO GARDUÑO FERNÁNDEZ, as DIRECTOR OF RESERVED RIGHTS OF THE NATIONAL COPYRIGHT INSTITUTE, which I attest to having before me at the moment of issuing the present CERTIFICATION, which is placed on record under number 9856, in the Records Control Register. In the lower right corner of the text a rubber stamp has been printed reading: with the Great Seal of Mexico and text by: Notary Public N° 4, LIC. SILVIA MARÍA GABRIELA GUERRA VELÁZQUEZ, MONTERREY, N.L. MEXICO, FIRST REGISTRY DISTRICT, with spaces completed in handwriting and a semi-legible signature in marine blue waterproof ink.

DESCRIPTION OF THE AUTHENTIC and UNQUESTIONED DOCUMENTS

B).- Photocopy of the Original of the official document issued by the Government of the United States of North America (USA) on May 28 in the year 1999, in force to May 27 in the year 2009, June 02 in the year 1994, in force to June 02 in the year 1995, entitled PASSPORT N° 133010294 in the name of: QUINTANILLA ABRAHAM, containing his autograph signature in the middle, subject to the Graphoscopic, Documentoscopic analytic study requested. Continued on page (3)

STANDARDS AND GROUNDS

According to the legal principals and standards established by the Supreme Court of Justice for the Nation, experts, even when their version resolves no controversy whatsoever, should never issue this in a superficial and simple manner, but should do this based on the means coming within their scope and on the information contained in the file provided to them, since their principal work is that of assisting the Judge by contributing useful, necessary and essential evidence in order to arrive at the material truth of the facts under investigation, thus achieving a better interpretation of Justice.

IN THIS RESPECT THE SUPREME COURT TELLS US:

"THE JUDGMENT OF EXPERTS", IS LIMITED IN ITS VALUE TO THE PERSONAL APPRECIATION OF THE JUDGE AND IF THIS (THE EXPERT OPINION) IS NOT BASED ON SCIENTIFIC FACTS, HE IS RIGHT IN ATTRIBUTING NO VALUE WHATSOEVER TO SAME". Tome LXII. Page 3606. Judicial Weekly of the Federation.

"IF THE EXPERT OPINION IS NOT BASED ON SCIENTIFIC FACTS, THE JUDGE WILL VIEW IT SIMPLY AS AN ARBITRARY OPINION WHICH CANNOT CONVINCE HIM, SINCE A CONVICTION THUS OBTAINED CANNOT BE BASED ON CONCLUSIONS WHICH APPEAR TO HIM TO BE WITHOUT GROUNDS". Tome LXXV. Page. 4332. Judicial Weekly of the Federation.

"EXPERTS".- NATURE OF THEIR WORK. EXPERTS ASSIST THE JURISDICTIONAL AGENCY BY ILLUSTRATING TECHNICAL QUESTIONS WITH THEIR KNOWLEDGE, AND IN NO WAY REPRESENT THE PARTIES; SINCE ACCORDING TO CARNELUTTI: "THE EXPERT KNOWS ON THE ORDERS OF THE JUDGE", (Procedural law, Tome III. Page 222, thus experts share the neutrality which characterizes the Judge whose affiliates they are. Tome CXVII. Page 1203. Judicial Weekly of the Federation.

The foregoing shows that experts must give in the body of their opinion the necessary scientific and technical reasons on which their Study is based, in order to illustrate the Judge in the matter on which the opinion is rendered and provide a conviction for this to be considered.

Due to the nature of the work of the undersigned, it is necessary within the present proceedings to make known to everyone the rhythm and scope with which an opinion can be rendered as appointed expert, for which purpose I will base myself on the criteria of the Supreme Court of Justice of the Nation.

EQUIPMENT AND MATERIAL UTILIZED

FULL COMPUTER EQUIPMENT
135 ISO 400 ROLLS OF FILM
10 DIAMETER MAGNIFYING LENS.
MILLIMETRIC SCREENS
FLASH, FILTERS, SCANNER, TRIANGULAR SCALE

REFLEX 35 MM PHOTOGRAPHIC CAMARA
NORMAL, MACRO AND WIDE ANGLE LENSES.
DOCUMENT ENLARGING COPIER.
SET OF PRECISION GEOMETRICS
ULTRAVIOLET LAMPS AND OTHERS.

Continued on page (4)

METHODOLOGY

GRAPHOSCOPICS.- Is a branch of Criminology which applies its methods, techniques and systems to the purpose of physically and comparatively determining the **AUTHENTICITY and/or FALSIFICATION** of a document and/or signature, contained in the **AUTHENTIC or IMPUGNED** documents, respectively, subject to study, graphoscopic qualitative analysis, documentoscopies and final opinion. .

NOTE: THE PREMISES ON WHICH THE GRAPHOSCOPICS REST ARE THE FOLLOWING:

**ORIGINALITY OF DOCUMENTS.
CONTEMPORANEITY OF DOCUMENTS and
IDENTICAL WRITING.**

Two of these must be met for the effects of the COMPARISON.

DOCUMENTOSCOPICS.- Since this is also a branch of Graphoscopies it is also that of Criminology, since Techniques and Systems are utilized for the purpose of determining the **AUTHENTICITY and/or FALSIFICATION** of the documentation due to the existence of:

ALTERATIONS in **QUESTIONED** documents, verified in any of their parts, taking into consideration that said alteration can be produced by: Erasure, Scraping, Correction, Superscription, Substitution, Washing, Re-inscription, Assembly, Imitation of Characters, Manuscript or typographic graphs, Literal or Numeral reading and signatures, their Elimination, suppression of data, Stamping, Numbering, Re-stamping, De-numbering, Artificial Rusting of the Supporting Paper by *ex profeso* Moistening and Drying, etc., which change or modify the essence of the Original document.

METHOD OF FORMAL DIRECT CALIPGRAPHOSCOPIC COMPARISON

Comparative Graphoscopic Analysis.- Consists of effecting a series of meticulous and repeated observations on importation of both the **QUESTIONED** and the **AUTHENTIC** graphs and signatures contained in the **QUESTIONED** and **AUTHENTIC** documents respectively supplied and subject to study, covering all their characteristics recognized by the experts due to their technical know-how. A good impression and clarity for the purpose of legibility and use should also be taken into account.

PHOTOGRAPHY.- Artistic and technical branches of optics and physics aiding Graphoscopies and, as a result, Criminology, by means of which an exact reproduction of reality is obtained by means of images, their fixing and enlarging. I offer an expressive and communicative validity which is unquestioned, and merits taking into account through the printing of documents contributed for the present study and their qualitative, graphoscopic, calligraphic and documentoscopic analysis.

QUERIED.- Manuscript or typewritten graphs and superimposed and/or printed signatures, contained in document **OBJECTED TO, QUERIED and/or IMPUGNED.**

UNQUESTIONED.- (suitable for purpose), **ARE** the documents with respect to whose **AUTHENTICITY** there is no doubt since this is fully known, from which the manuscripts or typewritten graphs and signatures they contain are obtained. Art. 343,C.P.C.

Continued on page (5)

**COMPARATIVE TABLE OF GRAPHOSCOPIC AND DOCUMENTOSCOPIC POINTS AND CHARACTERS IDENTIFYING
THE WRITING OF THEIR AUTHOR.**

AS BY:

BY:

ABRAHAM QUINTANILLA.

Sample written by a hand expert in the use of the writing instrument	MODEL.- Sample written by a hand expert in the use of the writing instrument.
Alternating with a predominance of curved over straight lines	Morphographically: Alternating with a predominance of curved over straight lines
Very large upper cast letters. lacks medium-sized and small lower cast letters.	Dimension: Very large upper cast letters, lacks medium-sized lower cast letters
Horizontal base to the right, sinuous, natural grammatical slope, crossing the lower line at the beginning and at the end	Position: Aerial inclined to the right, crossing the lower line at the beginning and at the end.
Straight to the right	Direction: Straight to the right
Medium-sized and small	Liaison: Medium-sized and small
With a lack of continuity in the middle, homogenous.	Traces of continuity: with a dissolution and interruption of continuity in the middle, homogenous.
Softly light, without discharges of ink and without trembling, spontaneous, full name without second surname.	Pressure: light without support, not inflated and without ink discharge, without spontaneous trembling, name incomplete, initial of second surname.
Fluid. uniform degraded.	Speed: Fluid uniform, constant with degrading.
Legible, has no box or square.	Proportion: Slightly legible, has no box or square.
Not stylized. nor calligraphed.	Order, Regularity and Beauty: No stylization, no calligraphy.
Irregular to the right, disorder of 55 and 45°	Slope.- Irregular to the right of 58 and 48°

Locating and marking multiples, variations and obvious equalities, parities, shapes and similarities which can be clearly identified by means of their graphoscopic, general and graphometric characteristics as well as other morphological details and those of execution, as shown in the foregoing Comparative Table of Identifying Points of the writers, with attached photographs and photocopies, motives and reasons which enable me to issue subsequent comments and considerations, making the photocopies transparent, over imposing them and observing them against the light, retaining appearance and coincidence as a product of the same graphic origin.

Continued on page (6)

Also to be taken into account is the PERSONAL GRAPHIC HANDLING which can be noted both in the QUERIED writing, in the signature and in, and the AUTOGRAPH signature of Mr. ABRAHAM QUINTANILLA, since this remains and is subject to the immediate influence of the brain, as the organ which writes does not change the latter's form which is already adapted to its work, in other words: THE GRAPHIC HANDLING IS TO A CERTAIN EXTENT AUTOMATIC, NOT PRE-THOUGHT, this being one of the "LAWS OF GRAPHICS" by the Author "SOLANGE PELLART", and in this respect an uncontrovertible truth is invoked, which reads:

**IN THE SAME WAY THAT THERE ARE NO TWO PEOPLE ALIKE, NOR ARE THERE TWO HANDWRITINGS ALIKE
"IN DIFFERENT PEOPLE"**

COMMENTS AND CONSIDERATIONS

On the base of the practical and technical theoretic know-how on Graphoscopies and Documentoscopies and its application to the studies made.

By means of the different graphoscopic, calligraphic and graphometric characteristics existing, located and described in the foregoing tables of identifying characteristics points in the handwriting and signatures, it is possible to determine that the foregoing correspond one to the other and are fully identified, because they respectively emerge from a graphic origin in common, that is they were placed in the handwriting of a single person, the **QUERIED SIGNATURE BEING TRULY AUTHENTIC AND EFFECTED BY MR. ABRAHAM QUINTANILLA HIMSELF, UTILIZING THE SPONTANEOUS AND OPPORTUNE PREPARATION SYSTEM OF HIS OWN HANDWRITING, THEREFORE THEY DO CORRESPOND BY REASON OF THEIR EXECUTION TO THE HANDWRITING OF SAID MR. ABRAHAM QUINTANILLA**, since they were subjected to the analytical, qualitative, graphoscopic comparative and documentoscopic study requested.

QUESTIONS AND ANSWERS TO THE QUESTIONNAIRE SUBMITTED.

QUESTION: 1.- FOR THE EXPERT TO STATE WHETHER THE SIGNATURE, AS OF, CONTAINED IN QUERIED DOCUMENT "A", CORRESPONDS TO THE HANDWRITING OF MR.: ABRAHAM QUINTANILLA

REPLY: 1.- THE SIGNATURE AS OF, CONTAINED IN QUERIED DOCUMENT "A", DOES OR NOT (sic) CORRESPOND TO THE HANDWRITING OF MR.: ABRAHAM QUINTANILLA

QUESTION: 2.- FOR THE EXPERT TO STATE WHETHER THE SIGNATURE, AS OF, CONTAINED IN QUERIED DOCUMENT "A", CORRESPONDS OR OTHERWISE TO THE HANDWRITTEN DOCUMENTS PREPARED BY MR.: ABRAHAM QUINTANILLA

REPLY: 2.- THE SIGNATURE AS OF, CONTAINED IN QUERIED DOCUMENT "A" DISPLAYED, IS IDENTIFIED WITH THE HANDWRITTEN DOCUMENTS PREPARED IN THE WRITING OF MR.: ABRAHAM QUINTANILLA

QUESTION: 3.- FOR THE EXPERT TO STATE WHETHER THE SIGNATURE, AS OF, CONTAINED IN QUERIED DOCUMENT "A" DISPLAYED, WAS AFFIXED OR NOT IN THE HANDWRITING OF MR.: ABRAHAM QUINTANILLA

REPLY: 3.- THE SIGNATURE AS OF, CONTAINED IN QUERIED DOCUMENT "A" DISPLAYED, WAS AFFIXED IN THE HANDWRITING OF MR. ABRAHAM QUINTANILLA

Continued on page (7)

QUESTION: 4.- FOR THE EXPERT TO STATE WHETHER QUERIED DOCUMENT "A" HAS UNDERGONE ANY ALTERATION WHICH CHANGES OR MODIFIES ITS ORIGINAL MEANING.

REPLY: 4.- QUERIED DOCUMENT "A" DOES NOT PRESENT ANY ALTERATION WHICH CHANGES OR MODIFIES ITS ORIGINAL MEANING.

QUESTION: 5.- FOR THE EXPERT TO STATE, BASED ON THE REPLIES GIVEN TO THE QUESTIONS PREVIOUSLY PUT, WHETHER QUERIED DOCUMENT "A" IS AUTHENTIC AND TRUE OR OTHERWISE.

REPLY: 5.- BASED ON THE REPLIES GIVEN TO THE QUESTIONS PREVIOUSLY PUT, QUERIED DOCUMENT "A" IS AUTHENTIC AND TRUE.

QUESTION: 6.- FOR THE EXPERT TO STATE, BASED ON THE REPLIES GIVEN TO THE QUESTIONS PREVIOUSLY PUT, WHETHER QUERIED DOCUMENT "A" IS OR NOT FULLY EFFECTIVE.

REPLY: 6 - BASED ON THE REPLIES GIVEN TO THE QUESTIONS PREVIOUSLY PUT, I WAS ABLE TO DETERMINE THAT QUERIED DOCUMENT "A" IS FULLY EFFECTIVE

QUESTION: 7.- FOR THE EXPERT TO STATE, BASED ON THE REPLIES GIVEN TO THE QUESTIONS PREVIOUSLY PUT, WHETHER QUERIED DOCUMENT "A" RETAINS OR LOSES ITS COMMERCIAL, EXCHANGE, TRUST AND LEGAL VALUES AS EVIDENCE.

REPLY: 7 - BASED ON THE STUDIES MADE OF THE REPLIES GIVEN TO THE QUESTIONS PREVIOUSLY PUT, I WAS ABLE TO DETERMINE THAT QUESTIONED DOCUMENT "A" RETAINS ITS COMMERCIAL, EXCHANGE, TRUST AND LEGAL VALUES AS EVIDENCE.

QUESTION: 8.- FOR THE EXPERT TO STATE WHAT ELEMENTS HE UTILIZED FOR THE PREPARATION OF HIS OPINION.

REPLY: 8 - THE ELEMENTS UTILIZED FOR THE PREPARATION OF MY OPINION ARE DESCRIBED IN THE CHAPTER ON DOCUMENTARY DESCRIPTION.

QUESTION: 9.- FOR THE EXPERT TO STATE THE METHOD OR SYSTEM EMPLOYED FOR THE PREPARATION OF HIS OPINION.

REPLY: 9.- THE METHOD OR SYSTEM EMPLOYED FOR THE PREPARATION OF MY OPINION IS EXPRESSED IN THE CHAPTER ON METHODOLOGY.

QUESTION: 10.- FOR THE EXPERT TO ISSUE HIS CONCLUSIONS.

REPLY: 10 - BASED ON THE RESULTS OBTAINED FROM THE STUDIES VERIFIED, I AM ABLE TO ISSUE THE FOLLOWING:

Continued on page (8)

CONCLUSIONS

THE SIGNATURE AS OF, CONTAINED IN QUERIED DOCUMENT "A", IS AUTHENTIC SINCE THE SIGNATURES OF, CONTAINED IN THE AUTHENTIC AND UNDOUBTED DOCUMENTS "B", DO CORRESPOND TO THE OBJECTED SIGNATURE.

THEREFORE, THE DOCUMENT IN QUESTION IS AUTHENTIC SINCE IT PRESENTS NO SERIOUS ALTERATION TO CHANGE AND AMEND ITS ORIGINAL MEANING, SUCH AS A FALSE INTERPRETATION OF THE SIGNATURE AS THAT OF MR. ABRAHAM QUINTANILLA, THE ERASURE, ALTERATION, SCRAPING, INSERTION OF FALSE TEXTS, ETC.

QUERIED DOCUMENT "A" IS PERFECT AND TRUE.

THEREFORE, THE DOCUMENT IN QUESTION DOES RETAIN ITS COMMERCIAL, EXCHANGE, TRUST AND LEGAL VALUES AS EVIDENCE.

CLARIFYING NOTE:- THE PRESENT EXPERT OPINION, DUE TO HAVING BEEN BASED ON THE CERTIFIED COPIES OF DOCUMENTS, WILL BECOME VALID ON THE PRESENTATION OF THE RESPECTIVE ORIGINALS.

All of which according to the best of my knowledge and belief and faithful professional ethics, I make known to you for such legal uses as convene your interests.

RESPECTFULLY,

Mexico, Federal District, on the 8 of September in the year 2006.

(signature)

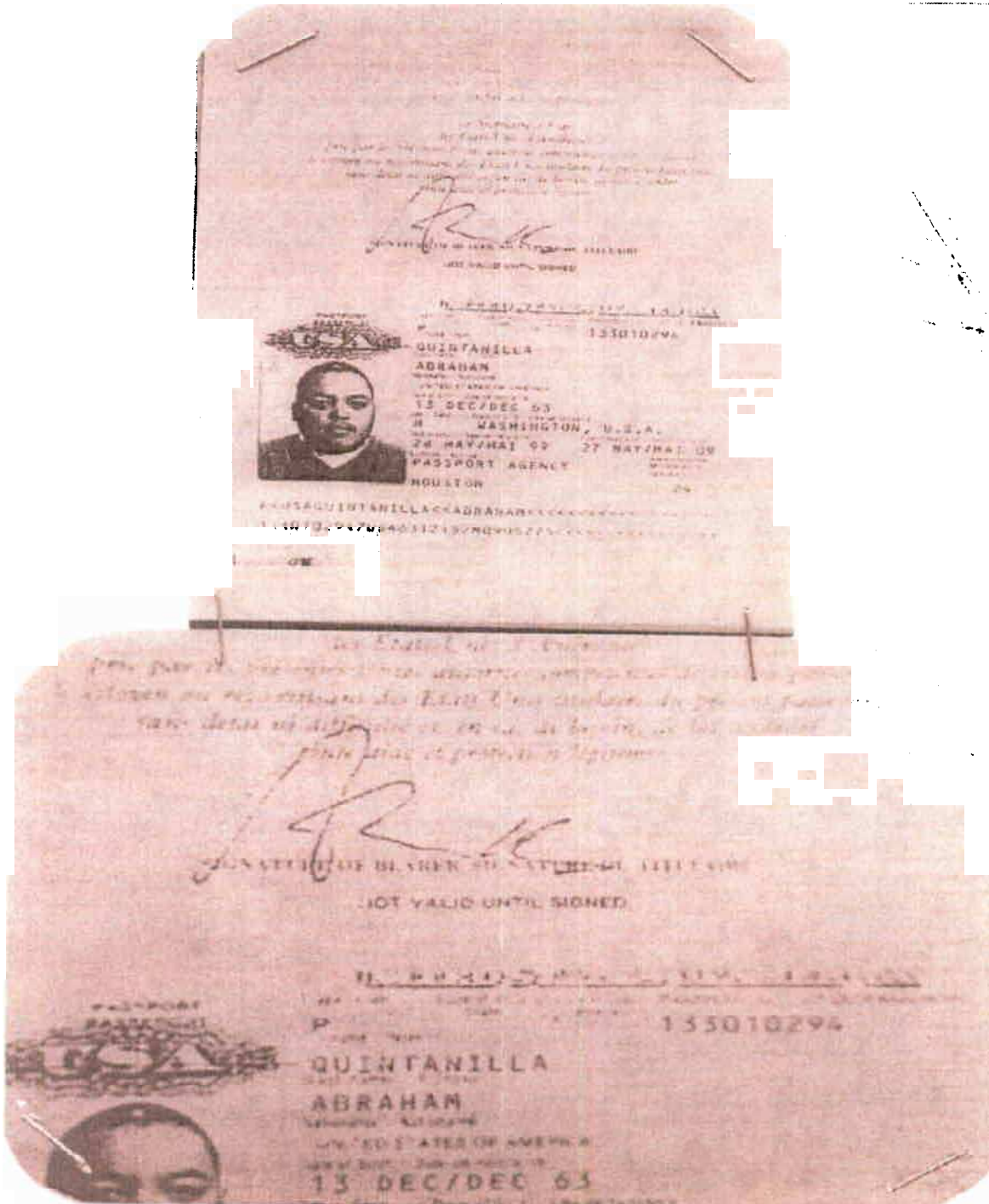
CARLOS RAÚL CASANOVA LERMA

EXPERT.

COMPOSITE PHOTOGRAPH OF QUERIED DOCUMENTS "A", CONTAINING THE QUESTIONED SIGNATURE AS OF AND AUTHENTIC AND UNDOUBTED DOCUMENT "B", CONTAINING THE AUTOGRAPH SIGNATURE OF MR. ABRAHAM QUINTANILLA.



PHOTOGRAPHS OF AUTHENTIC AND UNDOUBTED DOCUMENT "B", CONTAINING THE AUTOGRAPH SIGNATURE OF MR. ABRAHAM QUINTANILLA, SUBJECT TO THE ANALYTICAL COMPARATIVE GRAPHSCOPIC AND DOCUMENTOSCOPIC STUDY REQUESTED.



PHOTOGRAPHS OF QUERIED DOCUMENT "A", CONTAINING THE SIGNATURE IN DOUBT OF MR. ABRAHAM QUINTANILLA, SUBJECT TO THE COMPARATIVE ANALYTICAL GRAPHOSCOPIC AND DOCUMENTOSCOPIC STUDY REQUESTED.

CESION DE DERECHOS QUE CELEBRAN POR UNA PARTE COMO CEDENTE EL SEÑOR ABRAHAM QUINTANILLA Y POR LA OTRA COMO CESIONARIO CRUZ MARTINEZ, AL TENOR DE LAS SIGUIENTES:

DECLARACIONES

1.- El Cedente ABRAHAM QUINTANILLA declara que es miembro fundador conjuntamente con CRUZ MARTINEZ desde el año de 1983 del grupo musical denominado KUMBIA KINGS y por su mismo nombre el nombre de la banda.

2.- El Cesionario CRUZ MARTINEZ, declara que es miembro fundador del grupo musical KUMBIA KINGS conjuntamente con ABRAHAM QUINTANILLA.

3.- Ambas partes declaran que a la fecha el grupo musical KUMBIA KINGS, se encuentra en proceso de reactivación y en busca de nuevos miembros desde el mes de marzo del año en curso.

4.- Ambas partes se reconocen mutuamente la personalidad con que se reputan y declaran por el estado de este contrato es la CESION DEL DERECHO DE NOTORIEDAD del que goza el CEDENTE, respecto del nombre del grupo musical KUMBIA KINGS sus integrantes a los siguientes:

CLAUSULAS

Primera.- El Cedente Abraham Quintanilla, hace a favor del Cesionario Cruz Martinez, el derecho de notoriedad que tiene dentro del Grupo Musical KUMBIA KINGS.

Segunda.- El Cesionario acepta la Cesión y se compromete a salvaguardar los derechos vertidos mediante este contrato y procurar de manera oportuna registrar la presente cesión de derechos ante el Instituto Nacional de Derechos de Autor, Dirección de Reserva del nombre de la banda para mantener la vigencia de los derechos patrimonial y moral de nombre del grupo musical denominado KUMBIA KINGS.

Tercera.- El Cedente y Cesionario acuerdan tener aceto el presente contrato en virtud de la cesión del grupo ya que existen actuaciones con muchas irregularidades, la actividad de la Reserva de Derechos al uso exclusivo de la denominación KUMBIA KINGS, en el género del Grupo musical musical a favor del Cedente, los cuales perjudica a terceros en virtud de que los derechos exclusivos son el Cedente y el Cesionario.

Las partes firman el presente contrato de Cesión de Derechos de Notoriedad en la Ciudad de Monterrey, Coahuila de Zaragoza a los tres días del mes de junio del año de dos mil veintiuno.

EL CEDENTE **EL CESIONARIO**

Abraham Quintanilla *Cruz Martinez*
ABRAHAM QUINTANILLA CRUZ MARTINEZ

LIC. JOSE GILBERTO GARDUÑO FERNANDEZ, con el carácter de Director de Reservas de Derechos del Instituto Nacional del Derecho de Autor, de la Secretaría de Educación Pública y con fundamento en lo dispuesto por el artículo 6º, fracción XVIII del Reglamento Interior del Instituto Nacional del Derecho de Autor, publicado en el Diario Oficial de la Federación el día 22 de noviembre de 1999.

CERTIFICA:

Que la presente copia consistente en una foja útil, por el anverso, concuerda fielmente en todas sus partes con el original, que tuve a la vista misma que es una parte del expediente de la Reserva de Derechos al Uso Exclusivo número 04-2004-070617355000-402, de la denominación KUMBIA KINGS, Grupo Artístico. Se expide en la Ciudad de México, Distrito Federal, a los dieciocho días del mes de agosto de dos mil seis.

Doyle

EN LA CIUDAD DE MONTERREY, CAPITAL DEL ESTADO DE NUEVO LEÓN, a los _____ días del mes de _____ del año dos mil _____.

Yo, Excmo. LIC. SILVIA MARIA GABRIELA GUERRA VELAZQUEZ, Notario Público Titular de la Notaría Pública Número A100000, con domicilio en esta ciudad, CERTIFICO que he otorgado copia del presente contrato, el día _____ de _____ del año _____, en la ciudad de Monterrey, Coahuila de Zaragoza, a las partes que se mencionan en el presente contrato y que he de tener a la vista de el instrumento de fección y de la expedición, quedando inscrito en el Registro de Derechos de Autor del Centro de Actos, Archivos, Acta de Fideicomiso que se encuentra en la ciudad de Monterrey.

LIC. SILVIA MARIA GABRIELA GUERRA VELAZQUEZ
NOTARIO PUBLICO NUMERO A100000
CALLE DE LOS GALLOS 1000, MONTERREY, COAHUILA DE ZARAGOZA

musical a favor del Cesionario, no causa perjuicio a terceros exclusivos son el Cedente y el Cesionario.

NOTARIA PUBLICA No. 4
TITULAR
LIC. SILVIA MARIA GABRIELA GUERRA VELAZQUEZ
MONTERREY, N. L., MEXICO
NOTARIA PUBLICA REGISTRADA

Las partes firman el presente contrato de Cesión de Derechos de Notoriedad en la Ciudad de México distrito federal a los tres días del mes de junio del año _____.

EL CEDENTE

Abraham Quintanilla
ABRAHAM QUINTANILLA

Opposition Proceeding No. 91179013

TESTIMONY DECLARATION OF CRUZ MARTINEZ

EXHIBIT B



3000 Florida Avenue
Coconut Grove, FL 33133
p 305 441 0000
f 305 447 9173
mayfairhotelandspa.com

GUEST NAME: Martinez, C.
ROOM NUMBER: 543
DATE: 7/13/06 TIME: _____

5410 LEOPARD STREET
CORPUS CHRISTI, TX 78408
PH: 361 289 0013
FX: 361 289 0012



Fax

Room # 543

To: CRUZ MARTINEZ	From: ABraham Quintanilla
Fax: 305 779-4505	Date: 7/13/06
Phone:	Pages: 6 including cover
Re:	CC:

Urgent For Review Please Comment Please Reply Please Recycle

Comments: CRUZ, Sign and Return To
Fax 361 289-9012

THE INFORMATION CONTAINED IN THIS FAX MESSAGE IS INTENDED ONLY FOR THE PERSONAL AND CONFIDENTIAL USE OF THE DESIGNATED RECIPIENTS NAMED ABOVE. THIS MESSAGE IS PRIVILEGED AND CONFIDENTIAL. IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT YOU HAVE RECEIVED THIS DOCUMENT IN ERROR, AND THAT ANY REVIEW, DISSEMINATION, DISTRIBUTION, OR COPYING OF THIS MESSAGE IS STRICTLY PROHIBITED.

EL PRESENTE CONVENIO (EL "CONVENIO") SE CELEBRA, POR Y ENTRE ABRAHAM QUINTANILLA ("AB") Y CRUZ MARTINEZ GUERRERO ("CRUZ").

DECLARACIONES

CONSIDERANDO, que AB es el dueño absoluto y exclusivo de la marca registrada de Estados Unidos "KUMBIA KINGS" número 2859703 en clases 9 y 41 y las solicitudes 782891 y 782893 "Cumbia Kings", 778626, 778639, 778634 y 778638 "KUMBIA KINGS" en México (las "Marcas Registradas");

CONSIDERANDO, que AB es el creador del concepto del grupo musical los "KUMBIA KINGS";

CONSIDERANDO, que AB recibió una notificación respecto al la solicitud de marca Mexicana Núm. 773696 para KUMBIA KINGS a favor de Cruz,

CONSIDERANDO, que AB envió una carta a Cruz y al señor Oscar Flores informándole que todas las contrataciones debían ser a través de Q Productions;

CONSIDERANDO, que cada una de las partes reconoce la autoridad y las atribuciones de cada una para celebrar este Acuerdo y que no ha habido dolo en el consentimiento de este instrumento para firmarlo con toda libertad;

EN VIRTUD DE LO ANTERIOR y en consideración a las declaraciones y los intereses y obligaciones mutuas acordadas en el presente y a los intereses que aquí se reconocen, las partes convienen celebrar este Acuerdo de conformidad con las siguientes:

CLÁUSULAS

PRIMERA.- Cruz reconoce que AB es el propietario exclusivo de todos los derechos de uso de la propiedad industrial que amparan las Marcas Registradas

SEGUNDA.- CRUZ se obliga a dejar y abstenerse de utilizar, directa o indirectamente, o beneficiarse con el uso por terceros, o anunciar, vender, manufacturar, producir, distribuir o promover, y a dejar inmediatamente de producir, comercializar, vender,

EL PRESENTE CONVENIO (EL "CONVENIO") SE CELEBRA, POR Y ENTRE ABRAHAM QUINTANILLA ("AB") y CRUZ MARTINEZ GUERRERO ("CRUZ").

DECLARACIONES

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SEGUNDA.- CRUZ se obliga a dejar y abstenerse de utilizar, directa o indirectamente, o beneficiarse con el uso por terceros, o anunciar, vender, manufacturar, producir, distribuir o promover, y a dejar inmediatamente de producir, comercializar, vender,

manufacturar, distribuir o promover cualquier mercancía que esté identificada con las Marcas Registradas sin autorización de AB. Para tal efecto las partes acordaran los términos en que la explotación de las Marcas Registrada y derechos relacionados deberá ser realizada.

TERCERA.- A partir del momento de ejecución de este Convenio, CRUZ se obliga a abstenerse de utilizar, directa o indirectamente, o de obtener beneficios por el uso del diseño de las marcas registradas, derechos de autor, derechos reservados o nombres comerciales relativos a las Marcas Registradas sin autorización de AB. Para tal efecto las partes acordaran los términos en que la explotación de las Marcas Registrada y derechos relacionados deberá ser realizada.

CUARTA.- A partir del momento de suscripción de este Convenio, Cruz se obliga a presentar ante el Instituto Mexicano de Propiedad Industrial y el Instituto Nacional de Derechos de Autor las cesiones de los derechos de Propiedad Industrial a favor de AB, de conformidad con los documentos anexos.

QUINTA.- AB se obliga a, una vez que Cruz haya cumplido con todas y cada una de las obligaciones de conformidad con el presente Acuerdo, no intentar acciones posteriores en contra de Cruz con respecto a estos mismos asuntos, a menos que exista incumplimiento al presente Acuerdo por parte de Cruz o aparezcan nuevas acciones o situaciones de hecho que, directa o indirectamente, por Cruz o alguna compañía relacionada, transgreda los derechos de AB o viole el presente Acuerdo.

SEXTA.- Un incumplimiento o violación de las obligaciones contenidas en este Acuerdo le dará derecho, automáticamente, a AB a todos los recursos que le correspondan, por acción judicial o medida cautelar, para evitar posteriores actividades de Cruz que puedan violar el presente Acuerdo, incluyendo, en forma enunciativa mas no limitativa, y en el caso de reincidencia, rembolsar los costos y gastos legales de AB incurridos en relación con este asunto, para evitar que Cruz infrinja el uso del diseño de las Marcas Registradas y los Derechos de Autor.

SÉPTIMA.- AB se obliga a abandonar todas y cualesquier acciones legales que podrían haber iniciado o intentado hacer cumplir en contra de Cruz o de sus compañías relacionadas.

OCTAVA.- Las partes convienen que este Acuerdo deberá ser interpretado y ejecutado de conformidad con las leyes del Estado de Nuevo León y están de acuerdo en someterse a la jurisdicción de los tribunales federales con sede en Monterrey, Nuevo León,

renunciando a cualquier otro fuero que pudiera corresponderles por virtud de sus presentes o futuros domicilios o por cualquier otra causa.

EN TESTIMONIO DE LO ANTERIOR, las partes han celebrado el presente Acuerdo por conducto de sus representantes legales debidamente autorizados en la fecha que se menciona al inicio de este documento.

CRUZ MARTINEZ GUERRERO

ABRAHAM QUINTANILLA

TESTIGOS

|

CESION

Cruz Martínez Guerrero, Mexicano y domiciliado en Jefonote #241 Colonia Las Cumbres Monterrey N.L., México, (en lo sucesivo referido como "el Cedente"), es el propietario de la solicitud de marca número 773696 "KUMBIA KINGS" en clase 41 internacional (la "Marca") y por medio del presente documento cede y traspasa a Abraham Quintanilla, Estadounidense, mayor de edad y domiciliado en 5410 Leopard Street 78408, Corpus Christie, Texas, Estados Unidos De América (en lo sucesivo referido como "el Cesionario"), los derechos de la Marca, así como todos los derechos y prerrogativas que se refieran y correspondan a tal Marca, sin excepción alguna, pudiendo de hoy en adelante la Cesionaria considerarse única dueña de la Marca, explotarla como cosa propia o bien disponer de ella como mejor conviniese a sus intereses, sin que haya reclamo ulterior alguno al respecto por parte del Cedente en ningún caso y en ningún tiempo.

La cesión que se lleva a cabo entre las partes es a título gratuito.

Por el presente acto el Cesionario acepta la cesión de la Marca y autoriza a los señores Andrés Ochoa Binsow, Javier Navarro Velasco, Francisco Luna Anaya, María Alejandra López Contreras y Laura Estrada Rodríguez para que registren este documento con las autoridades mexicanas correspondientes.

El presente acto queda sujeto a la legislación de los Estados Unidos Mexicanos.

Dado y firmado en _____, a los ____ días del mes de _____ de 2006.

Cruz Martínez Guerrero
Cedente / Assignor

Por/By: _____

Testigo / Witness

ASSIGNMENT

Cruz Martínez Guerrero, Mexican, domiciled at Jefonote #241 Colonia Las Cumbres Monterrey N.L., Mexico, (hereinafter referred to as "the Assignor"), is the owner of the trademark application No. 773696 "KUMBIA KINGS" in international class 41 (the "Trademark") and hereby assigns and transfers to Abraham Quintanilla, American domiciled at 5410 Leopard Street 78408, Corpus Christie, Texas, USA, (hereinafter referred to as "the Assignee"), its rights over the Trademark, as well as all the rights and privileges relating and corresponding thereto, with no exception whatsoever, the Assignee being therefore entitled to consider itself from this day forward the sole and exclusive owner of said trademark applications, to exploit the same as its own property or to otherwise dispose of same as best suits its interests, no ulterior claim on the part of the Assignor will be considered at any time or in any event.

This assignment was entered into by and between the parties by means of title acquired gratuitously.

By these presents, the Assignee accepts the assignment of the Trademark and authorizes Messrs Ochoa Binsow, Javier Navarro Velasco, Francisco Luna Anaya, María Alejandra López Contreras y Laura Estrada Rodríguez to record this document with the corresponding Mexican authorities.

This assignment is governed by the laws of the Mexican United States.

Given and signed at _____, this ____ day of _____ of 2006.

Abraham Quintanilla
Cesionario / Assignee

Por/By: _____

Testigo / Witness

Opposition Proceeding No. 91179013

TESTIMONY DECLARATION OF CRUZ MARTINEZ

EXHIBIT C

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A.B. Quintanilla listed in Nueces County's Top 10 Most Wanted

Julie Garcia, Corpus Christi Caller-Times Published 6:00 p.m. CT July 31, 2017 | Updated 4:50 p.m. CT Aug. 2, 2017



(Photo: Contributed/Nueces County Sheriff's Office)

Abraham Quintanilla III is listed as one of Nueces County Sheriff's Office Top 10 Most Wanted for missing a court hearing on nonpayment of child support.

According to a post (<https://www.facebook.com/148347815233983/photos/a.220935471308550.51182.148347815233983/1417086848360067/?type=3&theater>) on the official Facebook page of the sheriff's office, an arrest warrant is active for Quintanilla, who was in Selena y los Dinos, and went on to start Los Kumbia Kings and a number of other musical projects.

When reached by phone, Abraham Quintanilla II said that his son would not comment but the matter should be resolved by his son's lawyers.

Quintanilla's mug shot, date of birth and description is included on a poster with nine other fugitives whose offenses range from sexual assault of a child to aggravated assault with a deadly weapon.

Selection of the month's most wanted fugitives varies, according to Nueces County Sheriff's Office Lt. Ashley Isaac.

"Usually we look at family violence... aggravated assault, murder, sex offenses and then we'll go down the line to burglaries," Isaac said. "We like to reserve room for at least two child support cases, and here lately, we'll pick a good one and go from there."

An analysis of the most wanted lists (<http://www.nuecesco.com/law-enforcement/sheriff/most-wanted-492>) released since January 2017 show that the most common offense is probation violations of previous crimes. There have been no other people listed with bench warrants for contempt of court or evading child support payments.

The most wanted lists are released monthly by the sheriff's office.

Information on the amount of child support money Abraham Quintanilla III owed could not be confirmed by the Texas Attorney General's Office child support division because of confidentiality regulations.

He is not listed on the Texas Attorney General's Office website for Child Support Evaders for a number of reasons, according to Annette Hernandez, spokesperson for the child support division.

For instance, there must be an active arrest warrant where the noncustodial parent is avoiding apprehension, they must not be involved in bankruptcy proceedings and they must sign a confidentiality waiver for their information to be made public, Hernandez said.

"They have to meet the criteria and then we have to declare whether they are a child support evader through our own chain of command," she said. "It's not so simple."

To report information on any one of the Top 10 Most Wanted, call Crime Stoppers at 361-888-8477 or 1-800-827-8477.

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A.B. Quintanilla arrested during court appearance

KIII Staff, KIII 7:25 PM. CDT August 16, 2017



CORPUS CHRISTI (KIII NEWS) - A.B. Quintanilla, brother of Tejano superstar Selena Quintanilla, now sits in the Nueces County Jail even after paying more than \$98,000 in child support and attorney's fees.

"I cannot make you a dad. I cannot make you an emotional father. I cannot make you emotionally there for your son. I cannot make you physically there for your son," 347th District Court Judge Missy Medary said to Quintanilla during a hearing

Wednesday. "But I can make you financially responsible for your son."



That is exactly what Medary did. Even after both sides agreed that Quintanilla had settled his debt, the judge sent the Kumbia King to jail -- a lesson to be learned for a defendant who failed to show up to court earlier this month.

"What I am going to do is I am going to revoke your community supervision. I am going to remand you into the custody of the Nueces County Jail and I'm going to have you sit in the jail, and I want you to think about two things," Medary said. "I want you to think about your responsibility as a father, and I want you to think of the rights of your child."

The judge told Quintanilla she would bring him back into the courtroom at an unspecified time to discuss whether or not he understands his obligations as a parent.

"Ms. Cleary did not ask for any jail time," said Kelly Koch, Quintanilla's ex-wife's attorney. "She just wanted to be paid the amount that was owed. This is something the judge did on her own because she felt this was an important issue, and that just because he is a celebrity he should not be treated different than anyone else."

"This was a hard fought case," said William Dudley, Quintanilla's lawyer.

The lawyers for both sides said the issues were worked out and the system worked as it should have.

"These parties compromised and they reached an agreement, and they did so without having to litigate it in court, and they were able to find a common ground where everybody agreed," Dudley said. "And that's the way litigation is supposed to work."

As of 5 p.m. Wednesday, Quintanilla remained in the Nueces County Jail.

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A.B. Quintanilla remains in Nueces County Jail

KIII STAFF , KIII 7:29 PM. CDT August 22, 2017



CORPUS CHRISTI (KIII NEWS) - Well known Tejano musician A.B. Quintanilla was still in the Nueces County Jail as of Tuesday evening.

He has been in the lockup since last Wednesday after District Judge Missy Medary charged him with contempt of court.

Quintanilla, the brother of Selena, was in court to pay more than \$87,000 in back child support, along with \$11,000 in attorney's fees and past due medical bills. The judge sent Quintanilla to jail, in her words, to give him time to think about being a responsible parent.

The judge did not say when she would release him.

Quintanilla is reportedly being housed in a medical unit at the Nueces County Jail.

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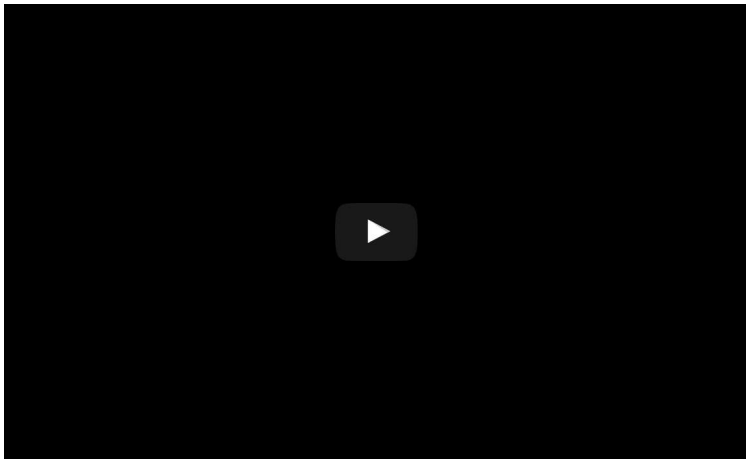
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TEJANO NATION

Your #1 Source For Tejano Music, News & Entertainment

A.B. Quintanilla could spend 2 years in prison for failing to pay child support during probation

Posted on August 24, 2017 by [Tejano Nation](#)



A.B. Quintanilla ([/tag/a-b-quintanilla](#)) could spend two years in jail after failing to pay child support during probation, according to reports (<http://www.latintimes.com/ab-quintanilla-could-spend-2-years-prison-after-failing-pay-child-support-422453>).

District Judge **Missy Medary** arrested the Grammy winner for contempt of court non-payment of child support during a hearing on August 16, and he remains in the Nueces County jail in Corpus Christi, Texas.

According to Univision's "El Gordo Y La Flaca" (<http://www.univision.com/shows/el-gordo-y-la-flaca/el-hermano-de-selena-podria-pasar-hasta-dos-anos-tras-las-rejas-y-casi-le-da-un-ataque-de-nervios-cuando-se-entero-video>), the 53-year-old musician could spend two years in prison because at the time of booking officials noticed that "A.B. was under probation for a crime he had committed years ago." Due to violating the terms of his probation and committing another crime, he would now serve the two years in prison. The show also reported that he is not eligible for bail and the whole situation had him on the verge of a nervous breakdown.

Quintanilla was listed on the Most Wanted Top 10 list (<https://tejanonation.net/2017/07/31/a-b-quintanilla-placed-on-nueces-county-most-wanted-top-10/>) by the Nueces County Sheriff's office on July 31 for falling behind child support payments. He failed to appear in court two weeks ago and during the hearing on Aug. 16, he agreed to pay more than \$130,000 (<https://tejanonation.net/2017/08/16/a-b-quintanilla-agrees-to-pay-130000-in-child-support-remains-in-jail/>), that included \$87,000 in retroactive payments, medical expenses and attorney's fees.

Follow Tejano Nation on Facebook (<https://facebook.com/TejanoNation>), Twitter (<https://twitter.com/TejanoNation>) and Instagram (<https://www.instagram.com/tejanonation/>), [@TejanoNation](#), for the latest Tejano music, news and entertainment.

EXHIBIT E

EXHIBIT “D”

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EXHIBIT E

ETAS ID: TM531572

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900501063

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ABRAHAM QUINTANILLA		06/03/2004	INDIVIDUAL:

RECEIVING PARTY DATA

Name:	CRUZ MARTINEZ
Street Address:	4126 NICKLAUS LANE
City:	CORPUS CHRISTI
State/Country:	TEXAS
Postal Code:	78413
Entity Type:	INDIVIDUAL: UNITED STATES

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2859703	KUMBIA KINGS

CORRESPONDENCE DATA

Fax Number: 5618075987
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.
Phone: 5613475955
Email: dan@danpolley.com
Correspondent Name: DANIEL S. POLLEY, P.A.
Address Line 1: 7251 WEST PALMETTO PARK ROAD
Address Line 2: suite 202
Address Line 4: BOCA RATON, FLORIDA 33433

ATTORNEY DOCKET NUMBER:	1186
NAME OF SUBMITTER:	Daniel S. Polley
SIGNATURE:	/Daniel S. Polley/
DATE SIGNED:	07/12/2019

Total Attachments: 7

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EXHIBIT E

EXHIBIT E
IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
ASSIGNMENT RECORDATION BRANCH
PUBLIC RECORDS DIVISION

Assignee : Cruz Martinez
Nature of Conveyance : Assignment of the Entire Interest and the Goodwill
Registration No. : 2859703
Document ID : 900501063
Access Code : QFZHHEHH98OFCZR
Our File No. : 1186

CERTIFICATION OF E-MAILING

I hereby certify that this correspondence, and any attachments thereto, is being filed via electronic mail with the U.S. Patent and Trademark Office, Assignment Division.

<u>BETTY BERNAL</u>	<u>/betty bernal/</u>	<u>July 12, 2019</u>
Name of Person Mailing Paper	Signature	Date

**RESPONSE TO NOTICE OF NON-RECORDATION
OF AN ASSIGNMENT DOCUMENT**

U.S. Patent and Trademark Office
Assignment Recordation Branch
Alexandria, VA 22313-1450

Attention: Nicole Lawrence:

This is in response to the Notice dated July 11, 2019.

Assignee respectfully submits that the Assignment submitted for recordation does cover “the Goodwill of the business”. The original signed Assignment is in Spanish and Assignee Cruz Martinez also included in the recordation documents a certified translation of the Spanish assignment.

As seen in the translated document, such as, but not limited to, Paragraph IV, the assignment includes and assigned “... THE NOTORIETY PRESUMED BY LAW enjoyed by the ASSIGNOR with respect to the name...”. This language is the equivalent of “Goodwill” and

Document ID: 900501063

Access Code: QFZHHEHH98OFCZR

Page 2

EXHIBIT E

evidences that the goodwill was in fact assigned along with the KUMBIA KINGS registration in the Assignment submitted for recordation.

Assignee also notes that the TTAB by Order/decision dated October 26, 2018 has also acknowledged the assignment and ruled that the "...Register will be rectified with respect to U.S. Registration No. 2859703 to properly reflect that Cruz Martinez is the sole and correct owner of such registration for the mark KUMBIA KINGS..." A copy of the Board's October 28, 2018 Order is also included with this response along with the Spanish Assignment, translation of such and translator certification.

Accordingly, in view of the above, Assignee respectfully requests that the Assignment previously filed, and resubmitted herein, be recorded by the PTO and that the Register reflect Cruz Martinez as the sole and correct owner of the KUMBIA KINGS registration (U.S. Registration No. 2,859,703).

Respectfully submitted,

/Daniel S. Polley/
Daniel S. Polley
Registration No. 34902

CUSTOMER NO. 44538

EXHIBIT E

CESION DE DERECHOS QUE CELEBRAN POR UNA PARTE COMO CEDENTE EL SEÑOR ABRAHAM QUINTANILLA Y POR LA OTRA COMO CESIONARIO CRUZ MARTINEZ, AL TENOR DE LAS SIGUIENTES:

DECLARACIONES

- I.- El Cedente ABRAHAM QUINTANILLA, declara que es miembro fundador conjuntamente con CRUZ MARTÍNEZ desde el año de 1999 del grupo musical denominado KUMBIA KINGS y por lo mismo ostenta el derecho de notoriedad.
- II.- El Cesionario CRUZ MARTÍNEZ, declara que es miembro fundador del grupo musical KUMBIA KINGS conjuntamente con ABRAHAM QUINTANILLA.
- III.- Ambas partes declaran que a la fecha el grupo musical KUMBIA KINGS, se encuentra en proceso de renovación y en busca de nuevos elementos desde el mes de marzo del año en curso.
- IV.- Ambas partes se reconocen mutuamente la personalidad con que se ostentan y declaran que el objeto de este contrato es la CESION DEL DERECHO DE NOTORIEDAD del que goza el CEDENTE, respecto del nombre del grupo musical KUMBIA KINGS sometiéndose a las siguientes:

CLAUSULAS


Primera.- El Cedente Abraham Quintanilla, cede a favor del Cesionario Cruz Martínez, el derecho de Notoriedad que tiene dentro de Grupo Musical KUMBIA KINGS.

Segunda.- El Cesionario acepta la Cesión y se compromete a salvaguardar los derechos cedidos mediante este contrato y proceder de inmediato a registrar la presente cesión de derechos ante el Instituto Nacional de Derecho de Autor, Dirección de Reserva así como de realizar lo necesario para mantener la vigencia de los derechos transferidos y preservar el nombre del grupo musical denominado KUMBIA KINGS.

Tercera.- El Cedente y Cesionario acuerdan llevar a cabo la presente cesión en virtud de la renovación del grupo ya que iniciara actuaciones con nuevos integrantes, la solicitud de la Reserva de Derechos al uso exclusivo de la denominación KUMBIA KINGS, en el genero de Grupo artístico musical a favor del Cesionario, no causa perjuicio a terceros en virtud de que los creadores exclusivos son el Cedente y el Cesionario.

Las partes firman el presente contrato de Cesión de Derechos de Notoriedad en la Ciudad de México distrito federal a los tres días del mes de junio del año dos mil cuatro.

EL CEDENTE


ABRAHAM QUINTANILLA

EL CESIONARIO


CRUZ MARTINEZ

EXHIBIT E

ASSIGNMENT OF RIGHTS CONTRACT FORMALIZED BY AND BETWEEN, ON THE ONE HAND, ABRAHAM QUINTILLA AS ASSIGNOR, AND, ON THE OTHER HAND, CRUZ MARTÍNEZ AS ASSIGNEE, IN ACCORDANCE WITH THE FOLLOWING:

RECITALS:

I.- The Assignor, ABRAHAM QUINTANILLA (sic) hereby declares that, in conjunction with CRUZ MARTINEZ, he is a founding member since the year declara 1999 of the musical group named KUMBIA KINGS and, for this reason, possesses the notoriety presumed by the law.

II.- The Assignee CRUZ MARTÍNEZ, hereby declares that he is a founding member of the musical group KUMBIA KINGS, in conjunction with ABRAHAM QUINTANILLA.

III.- Both parties declare that the musical group KUMBIA KINGS, is, at the present time, in the process of renovation and has been in search of new elements since the month of March this year.

IV. Both parties mutually recognize the status they hold and declare that the purpose of this contract is to ASSIGN THE NOTORIETY PRESUMED BY LAW enjoyed by the ASSIGNOR with respect to the name of the musical group KUMBIA KINGS, subjecting themselves to the following:

CLAUSES:

First.- The Assignor Abraham Quintanilla hereby assigns the Notoriety he holds within the Musical Group KUMBIA KINGS, in favor of the Assignee Cruz Martinez.

Second.- The Assignee accepts the Assignment and undertakes to safeguard the rights assigned under the present contract, proceeding immediately to register the present assignment of rights before the Instituto Nacional de Derecho de Autor (National Copyrights Institute), Reservation Department, and to take all action necessary to maintain the rights transferred in force and to preserve the name of the musical group entitled KUMBIA KINGS.

Third.- The Assignor and Assignee agree to carry out the present assignment in view of renovation of the group so that, on the latter commencing performances with new members, the request for the Reservation of Rights to the exclusive use of the name KUMBIA KINGS will not prejudice third parties, since the exclusive creators are the Assignor and the Assignee.

The parties sign the present contract assigning the Notoriety presumed by Law in the City of Mexico, Federal District, on the thirteenth day of the month of June in the year two thousand and four.

THE ASSIGNOR
(Signature)

THE ASSIGNEE
(Signature)

LUER TRADUCTORES

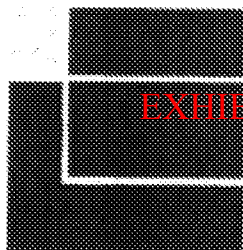


EXHIBIT E

ASOCIADOS, S.C.

CENTRO ESPECIALIZADO DE TRADUCTORES E INTERPRETES

I, MARIA ELENA LUER DORANTES, Official Translator authorized by the Superior Court of Justice in and for Mexico-City, DO HEREBY CERTIFY: That the foregoing translation is true and faithful to the best of my knowledge.

MARIA ELENA LUER DORANTES
Mexico-City, December 7th, 2006

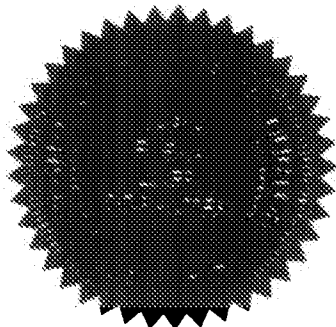


EXHIBIT E

The ATTORNEY JOSE GILBERTO GARDUÑO FERNÁNDEZ, as Director of Reservation Rights at the National Copyrights Institute, a dependency of the Secretariat of Public Education, taking as grounds the provisions of article 8, section XVIII of the Internal Regulations of the National Copyrights Institute, published in the Official Gazette of the Federation on November 22, 1999, hereby-----

CERTIFIES-----

That the present copy consisting of one page, facing, agrees faithfully in all its parts with the original which I had before me, and which forms part of the file on Reservation of Rights on the Exclusive Use number 04-2004-070617355000-402, under the name KUMBIA KINGS, Artistic Group. Issued in the City of Mexico, Federal District, on the eighteenth day of the month of August two thousand and six -----

-----I attest-----

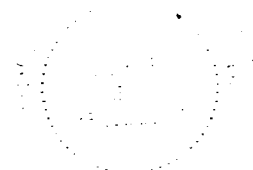


EXHIBIT E

UNITED STATES PATENT AND TRADEMARK OFFICE
Trademark Trial and Appeal Board
P.O. Box 1451
Alexandria, VA 22313-1451
General Contact Number: 571-272-8500
General Email: TTABInfo@uspto.gov

al

October 26, 2018

Opposition No. 91179013

A. B. Quintanilla, III

v.

Cruz Martinez

By the Trademark Trial and Appeal Board:

The Board's order of October 22, 2018 is modified such that judgment on the counterclaim(s) is entered in favor of Cruz Martinez and the counterclaim(s) is sustained. In that regard, the Register will be rectified with respect to U.S. Registration No. 2859703 to properly reflect that Cruz Martinez is the sole and correct owner of such registration for the mark KUMBA KINGS for the goods and services in International Classes 9 and 41. The Board acknowledges the assignment Martinez recorded with the Office on May 21, 2007 involving such registration.
