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UNITED STATES PATENT AND TRADEMARK OFFICE
Trademark Trial and Appeal Board
2900 Crystal Drive
Arlington, Virginia 22202-3513

Stacey R. Halprern
Knobbe, Martens, Olson & Bear LLP
2040 MAIN STREET, 14TH FLOOR
IRVINE, CA 92614

09-03-2003
U.S. Patent & TMOfc/TM Mail Rcpt Dt. #58

Mailed: August 24, 2003

Serial No.: 76149210

George Woods, Legal Assistant:

The request to extend time to oppose is granted until **10/7/03** on behalf of potential opposer **DEMO HOLDING S.A.**

Please do not hesitate to contact the Trademark Trial and Appeal Board for any questions relating to this extension.

TTAB

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TRADEMARK/SERVICE MARK

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

In re Trademark/Service Mark Application:

Applicant	:	VisionWeb, Inc.
Serial No.	:	76/149,210
Filed	:	October 18, 2000
Trademark	:	VISIONWEB
Published	:	January 8, 2002

I hereby certify that this correspondence and all marked attachments are being deposited with the United States Postal Service as first-class mail in an envelope addressed to: Commissioner for Trademarks, 2900 Crystal Drive, Arlington, VA 22202-3514, on

August 7, 2003
(Date)

Stacey R. Halpern

UNOPPOSED REQUEST FOR A SUSPENSION OF TIME TO OPPOSE OR IN THE ALTERNATIVE REQUEST FOR AN EXTENSION OF TIME TO OPPOSE

Commissioner for Trademarks
2900 Crystal Drive
Arlington, VA 22202-3514

ATT: BOX TTAB NO FEE

08-11-2003
U.S. Patent & TMOfc/TM Mail Rcpt Dt. #22

Dear Sir:

Demo Holding S.A., a Luxembourg corporation, by its attorneys, KNOBBE, MARTENS, OLSON & BEAR, LLP, 2040 Main Street, Fourteenth Floor, Irvine, California 92614, hereby petitions the Commissioner of Patents and Trademarks to suspend the time to file a Notice of Opposition to the above-identified service mark pending the Examining Attorney's review and acceptance of Applicant's proposed amendments to its above-identified application. Alternatively, if the time period for opposing the application cannot be suspended, the potential

Mark : VISIONWEB
Serial No. : 76/149,210

opposer requests an extension of time to oppose for a period of sixty (60) days from August 8, 2003 until October 7, 2003. If the amendments have not been considered and accepted by October 7, 2003, the potential opposer will submit a further Request for an Extension of Time to Oppose.

As is shown in the Settlement Agreement attached hereto as Exhibit 1, Applicant has agreed to amend its application and agreed to suspend/extend the time period for the potential opposer to oppose Applicant's application pending the Examining Attorney's consideration and acceptance of the proposed amendments. Accordingly, this request for a suspension/request for an extension of time to oppose is not sought for purposes of delay but so the Examining Attorney can consider and accept Applicant's proposed amendments.

Respectfully submitted,

KNOBBE, MARTENS, OLSON & BEAR, LLP

Dated: August 7, 2003

By: _____

Stacey R. Halpern
2040 Main Street, 14th Floor
Irvine, CA 92614
(949) 760-0404
efiling@kmob.com

Mark : VISIONWEB
Serial No. : 76/149,210

CERTIFICATE OF SERVICE

I hereby certify that I served a copy of the foregoing Unopposed Request for a Suspension of Time to Oppose or in the Alternative Request for an Extension of Time to Oppose upon Applicant's counsel by depositing one copy thereof in the United States Mail, first-class postage prepaid, on August 7, 2003, addressed as follows:

Richard D. Fladung
John A. Tang
Akin Gump Strauss Hauer & Feld, L.L.P.
Pennzoil Place-South Tower
711 Louisiana Street, Suite 1900
Houston, Texas 77002

Stacey R. Halpern

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SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (the "Agreement") is entered into as of the last date written, by and between Demo Holding S.A. ("Demo"), a Luxembourg Corporation, having a place of business at 4 Rue Jean, Monnet L-2180, Luxembourg, and VisionWeb, Inc. ("VisionWeb"), a Delaware Corporation, having a place of business at 8601 FM 2222, Building 3, Suite 300, Austin, Texas 78730.

WHEREAS, Demo is the owner of the U.S. and foreign trademark registrations and applications, which are attached hereto as Exhibit 1 for the mark WEB in connection with various goods, including, but not limited to, U.S. Trademark Registration No. 2,056,089 for the mark WEB in connection with "eyeglasses and sunglasses;"

WHEREAS, VisionWeb is the owner of U.S. Trademark Application Serial No. 76/149,210 (the "'210 Application") for the mark VISIONWEB for "ophthalmic lenses, namely, contact lenses, eyeglass lenses, sunglass lenses and eye wear frames;" "computerized online ordering in the field of eyecare products; online retail store services featuring eye wear in the field of eyecare products; distributorships in the field of eyecare products; computerized tracking and tracing of packages in transit", "providing an online computer database in the field of ophthalmology;" and "custom manufacture of eyecare products;" and U.S. Trademark Application Serial No. 76/164,603 (the "'603 Application") for the mark VISIONWEB THE WORLD'S LARGEST EYECARE NETWORK & Design for "providing temporary use of online non-downloadable software to enable eyecare professionals the ability to perform business and e-commerce transactions among all participants in the eyecare industry, namely eyecare professionals, manufacturers, distributors, labs and patients."

WHEREAS, Demo has filed Extensions of Time to Oppose against the '210 Application; and

WHEREAS, the parties have examined the facts and circumstances concerning their respective uses and wish to resolve the controversy between them regarding the potential opposition and the parties' respective marks;

NOW, THEREFORE, in consideration of the foregoing recitals and mutual promises contained herein, the parties hereby enter into the following Agreement.

1. VisionWeb agrees not to use or register worldwide the VISIONWEB mark or any other marks containing the term WEB as a trademark on goods, namely, spectacles; sunglasses; ophthalmic lenses, namely, contact lenses, eyeglass lenses, and sunglass lenses; eye wear frames; or eye care and eye wear related goods.

2. Within ten (10) days of the execution of this Agreement, VisionWeb will submit a Request to Amend the Identification of Goods in the '210 Application, which deletes "ophthalmic lenses, namely, contact lenses, eyeglass lenses, sunglass lenses and eye wear frames" and "custom manufacture of eyecare products" from the '210 Application (the "Request to Amend") (the resulting amended application, the "Amended '210 Application").

3. VisionWeb agrees to provide Demo with consent to further Extensions of Time to Oppose the '210 Application pending the Examining Attorney's approval of the Request to Amend.

4. VisionWeb agrees not to oppose, seek to cancel, challenge, contest, or otherwise object to, or direct any other party to oppose, seek to cancel, challenge, contest, or otherwise object to, in any legal proceedings, judicial, administrative or otherwise, Demo's worldwide use, and/or registration of the mark WEB in connection with spectacles; sunglasses; ophthalmic lenses, namely, contact lenses, eyeglass lenses, and sunglass lenses; eye wear frames; or eye care and eye wear related goods; provided that Demo's use and registration of the WEB mark is in accordance with the terms set forth elsewhere in this Agreement and provided that Demo does

not abandon the mark or cease to use the mark for a period of at least three (3) years.

5. Demo agrees not to oppose, seek to cancel, contest, challenge, or otherwise object to, or direct any other party to oppose, seek to cancel, contest, challenge or otherwise object to, in any legal proceedings, judicial, administrative or otherwise, VisionWeb and its licensees', worldwide use or registration of the mark VISIONWEB in connection with computerized online ordering in the filed of eyecare products; online retail store services featuring eye wear in the field of eyecare products; distributorships in the field of eyecare products; computerized tracking and tracing of packages in transit and an online computer database in the field of ophthalmology; and the mark VISIONWEB THE WORLD'S LARGEST EYECARE NETWORK & Design in connection with providing temporary use of online non-downloadable software to enable eyecare professionals the ability to perform business and e-commerce transactions among all participants in the eyecare industry, namely eyecare professionals, manufacturers, distributors, labs and patients; as shown in Exhibit 2 hereto, provided that VisionWeb and its licensees' use and registration of the VISIONWEB and VISIONWEB THE WORLD'S LARGEST EYECARE NETWORK & Design marks are in accordance with the terms set forth elsewhere in this Agreement and provided that VisionWeb does not abandon the mark or cease to use the mark for a period of at least three years.

6. VisionWeb consents to Demo's use and registration of the mark WEB in connection with spectacles; sunglasses; ophthalmic lenses, namely, contact lenses, eyeglass lenses, sunglass lenses and eye wear frames; or related products.

7. Demo consents to VisionWeb and its licensees' worldwide use and registration of the marks VISIONWEB and VISIONWEB THE WORLD'S LARGEST EYECARE NETWORK & Design, as depicted in Exhibit 2, for the services identified in the Amended '210 Application and the '603 Application.

8. Demo consents to VisionWeb and its licensees' worldwide use and registration of the mark VISIONWEB, the mark VISIONWEB THE WORLD'S LARGEST EYECARE NETWORK and Design, as shown in Exhibit 2 hereto, the mark VISION WEB and Design, as shown in Exhibit 3, and the mark VISION WEB and Design, as shown in Exhibit 4, in connection with goods, namely, computer hardware and software for eyecare professionals and related goods and in connection with services pertaining to computerized online ordering in the field of eyecare products; online retail store services featuring eye wear in the field of eyecare products; distributorships in the field of eyecare products; computerized tracking and tracing of packages in transit, providing an online computer database in the field of eyecare; providing software to enable eyecare professionals the ability to perform business and e-commerce transactions among all participants in the eyecare industry, namely eyecare professionals, manufacturers, distributors, labs and patients; providing an interactive database that enables eyecare professionals to monitor the status of the requested products and/or services directly with the eyecare laboratories, contact lens and eyeglass frame providers and insurance providers; disseminating eyecare information to assist in the selection of eye products; eyecare services; membership within a group of eyecare manufacturers and educational services pertaining to the education of customers regarding VisionWeb's aforementioned goods and services.

9. Demo consents to VisionWeb and its licensees' worldwide use of the mark VISIONWEB and the mark VISION WEB and Design, as shown in Exhibit 4 hereto on flyers, stuffers and other advertisements; invoices; delivery packages, provided that such delivery packages are only sent to eye care professionals and not to the ultimate consumers of said goods, or other means customary in the trade relating to the services pertaining to computerized online ordering in the field of eyecare products, online retail store services featuring eye wear in the field of eyecare products, and distributorships in the field of eyecare products, providing that

such use does not include or imply use of the mark(s) in connection with a point of sale display or sign.

10. Demo consents to VisionWeb and its licensees' worldwide use of the mark VISIONWEB THE WORLD'S LARGEST EYECARE NETWORK and Design, as shown in Exhibit 2 hereto and the mark VISION WEB and Design, as shown in Exhibit 3 hereto on flyers, stuffers and other advertisements; invoices; delivery packages, or other means customary in the trade relating to the services pertaining to computerized online ordering in the field of eyecare products, online retail store services featuring eye wear in the field of eyecare products, and distributorships in the field of eyecare products, providing that such use does not include or imply use of the mark(s) in connection with a point of sale display or sign.

11. Neither party shall in any way attempt to associate itself with the other party or its products, services or trademarks. Should the need arise, the parties will cooperate to take the steps necessary to prevent the possibility of customer confusion, arising not only from their own respective uses but from third-party uses as well, whether authorized or not.

12. The parties agree to cooperate in any way necessary to effectuate and perfect the intent of this Agreement, including without limitation, the further execution of documents as needed or required by the United States Patent and Trademark Office or any federal, state or foreign office or agency, and/or to provide the other with letters of consent as necessary to assist each other to register their respective marks in accordance with the objectives of this Agreement. To this end, the parties agree to negotiate future consent agreements in good faith on terms reasonably acceptable to such parties.

13. The parties enter into this Agreement with the expectation that compliance with the terms, conditions and restrictions set forth herein will prevent likelihood of confusion between the names and marks of the respective parties. Among other reasons for such belief that

the marks do not cause a likelihood of confusion are the differences in the overall appearance and commercial impression of the marks.

14. The terms and conditions set forth herein are based solely upon the facts and circumstances arising between the parties and this Agreement shall not be construed against either party by any third party.

15. The parties agree that each has participated equally or had equal opportunity to participate in the drafting of this Agreement, and further agree that each party has been represented and advised throughout all negotiations which preceded the execution of this Agreement by counsel of each party's own choice.

16. This Agreement may be signed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same Agreement.

17. The parties acknowledge and agree that great value is placed on the marks and the goodwill associated therewith. In the event of any material breach of this Agreement, the party alleging such material breach shall give written notice of the material breach to the breaching party. If such material breach is not cured within ninety (90) days of receipt of such notice, the parties acknowledge that any material breach or violation of the terms of this Agreement will result in immediate and irreparable damage to the non-breaching party and that there would be no adequate remedy at law for either party's failure to comply with the terms of this Agreement. Each party acknowledges that the other is entitled to equitable relief, including a preliminary and/or permanent injunction, and such other relief as a court with jurisdiction may deem proper, to prohibit any further or continuing material breach or failure to comply with the terms of this Agreement.

18. In the event of any controversy or dispute arising out of or relating to this Agreement, the prevailing party shall be entitled to its reasonable expenses, including, without

limitation, its attorneys' fees and costs actually incurred.

19. This Agreement constitutes the final and complete expression of all the terms of the agreement between the parties. It supersedes all understandings and negotiations concerning the matters specified herein. Any representations, oral statements, promises, or warranties made by either party that differ in any way from the terms of this Agreement, shall be given no force or effect. No addition to, modification of, or revision of any provision of this Agreement shall be binding unless made in writing and signed by a duly authorized representative of each of the respective parties.

20. In the event any provision of this Agreement is invalid or unenforceable or is prohibited by law, the remaining provisions of this Agreement shall remain in full force and effect, and the remainder of this Agreement shall be valid and binding as though such invalid, unenforceable or prohibited provision were not included herein.

21. No failure or delay on the part of either party hereto in insisting upon or enforcing or resorting to any of its powers, rights, remedies, or options hereunder, and no partial or single exercise thereof, shall constitute a waiver of any such powers, rights, remedies, or options unless such waiver be in writing, signed by the party to be charged.

22. The persons signing this Agreement have the right and authority to execute this Agreement and VisionWeb and Demo each warrant that they have not sold, assigned, licensed, transferred, conveyed or otherwise disposed of any rights or causes of actions covered hereby.

23. Whenever any party desires or is required to give any notice, demand, or request with respect to this Agreement, each such communication shall be in writing and shall be effective only if it is delivered by overnight messenger service, express or electronic means (with confirmed receipt). Such communications are to be addressed to the parties as set forth in the preamble above (or at any other address that each party shall provide to the other in writing) with

copies addressed to counsel for the parties as follows:

Counsel for Demo Holding S.A.:

Stacey R. Halpern
Knobbe Martens Olson & Bear LLP
2040 Main Street
14th Floor
Irvine, CA 92614
shalpern@kmob.com

Counsel for VisionWeb, Inc.:

Richard D. Fladung
Akin Gump Strauss Hauer & Feld LLP
1900 Pennzoil Place-South Tower
711 Louisiana Street
Houston, TX 77002
rfladung@akingump.com

24. This Agreement shall be binding upon and inure to the benefit of the respective parties hereto, and their affiliates, licensees, successors and/or assigns, and upon any and all others acting by or through them, in privity with them, or under their direction.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate and made effective as of the last date of execution provided below. Each copy hereof for all purposes shall be deemed an original.

DEMO HOLDING S.A.

Dated: _____

By: _____

Name: _____

Title: _____

VISIONWEB, INC.

Dated: July 1, 2003

By: _____

Name: J. STOERR

Title: Pedt & CEO

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24. This Agreement shall be binding upon and inure to the benefit of the respective parties hereto, and their affiliates, licensees, successors and/or assigns, and upon any and all others acting by or through them, in privity with them, or under their direction.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate and made effective as of the last date of execution provided below. Each copy hereof for all purposes shall be deemed an original.

DEMO HOLDING S.A.

Dated: _____

By: Manacor (Luxembourg) S.A.

Name: Mutua (Luxembourg) S.A.

Title: Directors

VISIONWEB, INC.

Dated: _____

By: _____

Name: _____

Title: _____

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