

Request for Reconsideration after Final Action

The table below presents the data as entered.

Input Field	Entered
SERIAL NUMBER	77443760
LAW OFFICE ASSIGNED	LAW OFFICE 101
MARK SECTION (no change)	
ARGUMENT(S)	
<p>The present application was refused under Section 2(d) based on an alleged likelihood of confusion with U.S. Registration No. 1,247,564 for the mark ELECTRA. The Applicant submits that no likelihood of confusion exists based on the attached executed consent agreement from the owner of the cited registration for the mark ELECTRA. The Applicant respectfully requests reconsideration of the present application and the withdrawal of the refusal to register.</p>	
EVIDENCE SECTION	
EVIDENCE FILE NAME(S)	
ORIGINAL PDF FILE	evi_3867196100-101414600_.116843_00008-Executed_Consent_Agreement.pdf
CONVERTED PDF FILE(S) (4 pages)	\\TICRS\EXPORT16\IMAGEOUT16\774\437\77443760\xml6\RFR0002.JPG
	\\TICRS\EXPORT16\IMAGEOUT16\774\437\77443760\xml6\RFR0003.JPG
	\\TICRS\EXPORT16\IMAGEOUT16\774\437\77443760\xml6\RFR0004.JPG
	\\TICRS\EXPORT16\IMAGEOUT16\774\437\77443760\xml6\RFR0005.JPG
DESCRIPTION OF EVIDENCE FILE	Consent agreement from owner of cited registration for the mark ELECTRA
SIGNATURE SECTION	
RESPONSE SIGNATURE	/Daniel J. Smola/
SIGNATORY'S NAME	Daniel J. Smola
SIGNATORY'S POSITION	Attorney, Ohio bar member
SIGNATORY'S PHONE NUMBER	330-864-5550

DATE SIGNED	06/04/2014
AUTHORIZED SIGNATORY	YES
CONCURRENT APPEAL NOTICE FILED	NO
FILING INFORMATION SECTION	
SUBMIT DATE	Wed Jun 04 10:29:45 EDT 2014
TEAS STAMP	USPTO/RFR-38.67.196.100-2 0140604102945273020-77443 760-50048fdab51a3e9cf9bef 8992908c5a1f47044273ef468 b4c673ac3c81dc73b8-N/A-N/ A-20140604101414600720

PTO Form 1930 (Rev 9/2007)
OMB No. 0651-0050 (Exp. 05/31/2014)

Request for Reconsideration after Final Action To the Commissioner for Trademarks:

Application serial no. **77443760** has been amended as follows:

ARGUMENT(S)

In response to the substantive refusal(s), please note the following:

The present application was refused under Section 2(d) based on an alleged likelihood of confusion with U.S. Registration No. 1,247,564 for the mark ELECTRA. The Applicant submits that no likelihood of confusion exists based on the attached executed consent agreement from the owner of the cited registration for the mark ELECTRA. The Applicant respectfully requests reconsideration of the present application and the withdrawal of the refusal to register.

EVIDENCE

Evidence in the nature of Consent agreement from owner of cited registration for the mark ELECTRA has been attached.

Original PDF file:

[evi_3867196100-101414600_116843_00008- Executed Consent Agreement.pdf](#)

Converted PDF file(s) (4 pages)

[Evidence-1](#)

[Evidence-2](#)

[Evidence-3](#)

[Evidence-4](#)

SIGNATURE(S)

Request for Reconsideration Signature

Signature: /Daniel J. Smola/ Date: 06/04/2014

Signatory's Name: Daniel J. Smola

Signatory's Position: Attorney, Ohio bar member

Signatory's Phone Number: 330-864-5550

The signatory has confirmed that he/she is an attorney who is a member in good standing of the bar of the highest court of a U.S. state, which includes the District of Columbia, Puerto Rico, and other federal territories and possessions; and he/she is currently the applicant's attorney or an associate thereof; and to the best of his/her knowledge, if prior to his/her appointment another U.S. attorney or a Canadian attorney/agent not currently associated with his/her company/firm previously represented the applicant in this matter: (1) the applicant has filed or is concurrently filing a signed revocation of or substitute power of attorney with the USPTO; (2) the USPTO has granted the request of the prior representative to withdraw; (3) the applicant has filed a power of attorney appointing him/her in this matter; or (4) the applicant's appointed U.S. attorney or Canadian attorney/agent has filed a power of attorney appointing him/her as an associate attorney in this matter.

The applicant is not filing a Notice of Appeal in conjunction with this Request for Reconsideration.

Serial Number: 77443760

Internet Transmission Date: Wed Jun 04 10:29:45 EDT 2014

TEAS Stamp: USPTO/RFR-38.67.196.100-2014060410294527

3020-77443760-50048fdab51a3e9cf9bef89929

08c5a1f47044273ef468b4c673ac3c81dc73b8-N

/A-N/A-20140604101414600720

CONSENT AND COEXISTENCE AGREEMENT

This Consent and Coexistence Agreement ("Agreement") dated May 29, 2014 ("Effective Date") is by and between Maval Manufacturing, Inc., an Ohio corporation with an office located at 1555 Enterprise Parkway, Twinsburg, Ohio 44087 ("Maval"), and Regal Beloit America, Inc., a Wisconsin corporation with an office located at 200 State Street, Beloit, Wisconsin 53511 ("Regal"), (collectively the "Parties").

RECITALS

WHEREAS, Maval is the owner of U.S. Trademark Application Serial No. 77/443,760 for the mark ELECTRA-STEER for use with "land vehicle parts, namely, power steering units, assist motors, and wiring harnesses for land vehicles, namely, wires, terminals and connectors bundled together to transmit electric power and signals to electric or electronic equipment on the body parts of automobiles" in Class 12, which was filed on April 9, 2008 (the ELECTRA-STEER mark);

WHEREAS, Regal is the owner of U.S. Trademark Registration No. 1,247,564 for the mark ELECTRA for use with "electric motors, gear reducers, electric motors with gear reducers, and parts therefore not for land vehicles" in Class 7, and for use with "motor vehicle parts, namely, electric motors, gear reducers, and electric motors with gear reducers" in Class 12, which was registered August 9, 1983 (the ELECTRA mark);

WHEREAS, Regal is the owner of U.S. Trademark Application Serial No. 86/197,524 for the mark ELECTRA GEAR for use with "power transmission units, namely, industrial gears and geared speed reducers, not for land vehicles, as parts of machines" in Class 7, which was filed on February 19, 2014 (the ELECTRA GEAR mark);

WHEREAS, the Parties each recognize the validity of the marks in the United States and wish to avoid any conflicts therewith.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. The Parties believe that there is no likelihood of confusion or conflict between the ELECTRA-STEER mark and the ELECTRA mark, and the respective goods with which each Party's mark is used, based on the respective markets and trade channels of the Parties.

2. The Parties believe that there is no likelihood of confusion or conflict between the ELECTRA-STEER mark and the ELECTRA GEAR mark, and the respective goods with which each Party's mark is used, based on the respective markets and trade channels of the Parties.

3. Maval consents to the use and registration by Regal of the ELECTRA GEAR mark, and will take no action to interfere with the use and registration by Regal of the ELECTRA GEAR mark, as set forth herein.

4. Maval consents to the use and registration by Regal of the ELECTRA mark, and will take no action to interfere with the use and registration by Regal of the ELECTRA mark, as set forth herein.

5. Regal consents to the use and registration by Maval of the ELECTRA-STEER mark, and will take no action to interfere with the use and registration by Maval of the ELECTRA-STEER mark, as set forth herein.

6. The Parties shall cooperate and consult with one another, in good faith, should conditions suggest to either Party that the respective uses of their marks are causing confusion, all in the view of attempting to carry out the spirit and interest of this Agreement to ensure that no likelihood of confusion between the Parties shall occur among the purchasing public as a result of their respective uses of the marks. The Parties agree to take necessary steps to resolve any confusion and agree to notify each other of any significant and/or ongoing consumer confusion.

7. All terms and conditions of this Agreement are binding upon and inure to the benefit of the Parties, their principals, successors, permitted assigns, and licensees, and no Party may assign this Agreement except to a purchaser of substantially all assets of that Party's pertinent business.

8. This Agreement may be changed, waived, discharged, or terminated only by an instrument in writing signed by both Parties.

9. Each Party and its shareholders, officers, employees, agents, representatives, successors, assigns, and licensees, do hereby forever release, acquit, and discharge the other Party and its shareholders, officers, employees, agents, representatives, successors, assigns, and licensees from any and all claims or allegations arising from, connected with, or in any way growing out of the subject matter of this Agreement.

10. In the event one Party has breached an obligation under this Agreement and such breach remains uncured for a period of thirty (30) days after notice thereof is sent to and received by the breaching Party, the aggrieved Party may not terminate this Agreement but may initiate a claim for enforcement of this Agreement, injunctive relief and/or damages.

11. If any provision or any portion of this Agreement is construed to be illegal, invalid, or unenforceable, such provision or portion thereof shall be deemed stricken and deleted from this Agreement to the same extent and effect as if it were never incorporated herein, but all other provisions of this Agreement and the remaining portion of any provision that is construed to be illegal, invalid or unenforceable in party shall continue in full force and effect.

12. Each Party shall execute, acknowledge, and deliver all such further instruments, and do all such other commercially reasonable acts, as may be necessary or appropriate in order to carry out the purpose of this Agreement.

13. A failure of any Party to enforce at any time any term, provision, or condition of this Agreement, or to exercise any right or option herein, shall in no way operate as a waiver thereof, or shall any single or partial exercise preclude any other right or option herein. In no way whatsoever shall a waiver of any term, provision, or condition of this Agreement be valid unless in writing, signed by the waiving party, and only to the extent set forth in such writing.

14. Each of the Parties separately represents and warrants that it has the capacity and the right to enter into this Agreement and to fulfill and carry out all of the terms and conditions of this Agreement.

15. Each Party has received independent legal advice about its rights or asserted rights with respect to this agreement, about its ability to derive any benefit from this Agreement, and about the advisability of making and executing this Agreement. As such, this Agreement will not be interpreted against either Party.

16. All notices required or permitted under this Agreement will be in writing, will reference this Agreement, and will be deemed given: (i) when delivered personally; (ii) five (5) days after having been sent registered or certified mail; or (iii) one (1) day after deposit with a commercial overnight carrier, with written verification or receipt. All communications will be sent to the addresses listed below, or to such other address as may be designated by the receiving Party by giving written notice pursuant to this paragraph.

If to Maval:

Daniel J. Smola
Hahn Loeser & Parks, LLP
One GoJo Plaza, Suite 300
Akron, OH 44311
dsmola@hahnlaw.com

If to Regal:

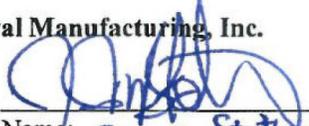
Tiffany L. Schwartz
Armstrong Teasdale
7700 Forsyth Boulevard, Suite 1800
St. Louis, MO 63105
TSchwartz@ArmstrongTeasdale.com

17. This Agreement embodies the entire agreement and understanding between the Parties as to the subject matter contained herein.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in duplicate, each of which shall be deemed to be the original without production of the other, effective as of the Effective Date.

Maval Manufacturing, Inc.

By:


Name: Jon M. Statler
Title: Vice President / Partner
Date: 6/3/14

Regal Beloit America, Inc.

By:


Name: MICHAEL D. DRY
Title: ASSISTANT SECRETARY OF THE CORPORATION
Date: 29-MAY-2014