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

Proceeding	79144687
Applicant	Domaine Bonneau Du Martray
Applied for Mark	BONNEAU DU MARTRAY
Correspondence Address	MARK LEBOW LADAS & PARRY 1727 KING STREET SUITE 105 ALEXANDRIA, VA 22314 UNITED STATES mlebow@ladas.com, lebow@ttab.org, anguyen@ladas.com
Submission	Applicants Request for Remand and Amendment
Attachments	2016-01-21 R4ESusp&Rem.pdf(8746 bytes) 2016-01-21 Coexistence agreement - fully executed.pdf(661767 bytes)
Filer's Name	Mark Lebow
Filer's e-mail	mlebow@ladas.com
Signature	/ml/
Date	01/21/2016

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

In re: Serial No. 79144687

Applicant: DOMAINE BONNEAU DU MARTRAY SARL

Mark: BONNEAU DU MARTRAY

REQUEST FOR SUSPENSION AND REMAND OF APPLICATION

Pursuant to Trademark rule 2.142(d), Applicant DOMAINE BONNEAU DU MARTRAY hereby requests that action on this appeal be suspended and that the application be remanded to the Examining Attorney for consideration of the new evidence attached hereto as Exhibit A in the nature of a coexistence agreement between it and the owner of the registration cited against the application during prosecution.

Applicant's submission of a coexistence agreement between it and the owner of the cited registration should obviate the 2(d) refusal made during prosecution, which is the only issue left to be resolved before publication and may therefore render Applicant's appeal moot.

If for some reason this request for suspension and remand is not granted, Applicant requests that the time for filing a brief be reset by 60 days from the date of the Board's Order.

WHEREFORE, Applicant requests that this request be granted.

Date: January 21, 2016

Respectfully submitted,

/Mark Lebow/

Mark Lebow
Attorney of Record
Ladas & Parry
1727 King Street, Suite 105
Alexandria, Virginia 22314
Phone: (703) 837-9600 x14

EXHIBIT A

TRADEMARK COEXISTENCE AGREEMENT

This Coexistence Agreement ("Agreement") is made and entered into by and between Domaine Bonneau du Martray SARL ("DBM"), a French société à responsabilité limitée located at 2 rue de Fretille F-21420, Pernand-Vergelesses, France and Bonneau Wines, LLC ("BW"), a California limited liability company located at 75 Bonneau Road, Sonoma, California, USA (collectively, the "Parties").

WHEREAS, DBM claims ownership of the mark BONNEAU DU MARTRAY ("the DBM Mark") for use on or in connection with wines, which it has used in U.S. commerce since the 1970's, and is the owner of pending U.S. Application Serial No. 79144687 for the DBM Mark ("the DBM Application") in connection with "alcoholic beverages except beers; wines" in the U.S. Patent and Trademark Office;

WHEREAS, BW claims ownership of the mark BONNEAU ("the BW Mark") for use on or in connection with wine, which it has used in U.S. commerce since at least as early as December 2004, and is the owner of U.S. Registration No. 3132607 for the BW Mark ("the BW Registration") in connection with "white wines" in the U.S. Patent and Trademark Office;

WHEREAS, the Parties are of the opinion that their respective marks are sufficiently distinct in overall appearance, sound, connotation and commercial impression, and are distinct as to the type of wine provided, as well as different in other factors, so as to enable the relevant public to distinguish between the marks, and that their respective marks as applied to their respective goods are not likely to cause confusion, mistake or deception as to source, sponsorship, affiliation or association.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements contained herein, the Parties agree as follows:

1. The preamble shall form part of this Agreement.
2. DBM consents to the use and registration by BW, and the authorized licensees of BW, of the BW Mark on or in connection with wines originating from the United States only and shall not contest, oppose or otherwise challenge BW's registration or use of the BW Mark in connection with the marketing, sale, or distribution of such goods made in conformity with the terms of this Agreement.
3. BW consents to the use by DBM, and the authorized licensees of DBM, of the DBM Mark on or in connection with alcoholic beverages originating from France only and shall not contest, oppose or otherwise challenge the DBM Registration or use of the DBM Mark in connection with the marketing, sale or distribution of such goods made in conformity with the terms of this Agreement.
4. The Parties shall work together to correct any circumstance that leads to instances of actual confusion or any circumstance that seems likely to create customer confusion.

5. This Agreement shall terminate if either Party abandons its right to use its respective mark(s), provided that mere cancellation or expiration of a trademark registration shall not constitute abandonment.

6. This Agreement shall be binding on and shall inure to the benefit of the Parties hereto, and their respective successors (including successors in ownership of the marks at issue), assigns, licensors, licensees, subsidiaries, affiliates, agents, servants and employees, and any entity owned or controlled by either of them.

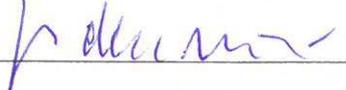
7. This Agreement shall be limited to the United States;

8. The provisions, terms, and conditions of this Agreement represent the entire agreement of the Parties with respect to the subject matter hereof and supersede any prior agreement. No amendment to this Agreement shall be effective unless it is contained in a writing signed by each of the Parties specifically referencing this Agreement.

9. This Agreement may be signed in multiple copies, each copy shall be considered an original for all purposes, and it shall take effect upon the date on which the latter of the two Parties executes the Agreement (the "Effective Date").

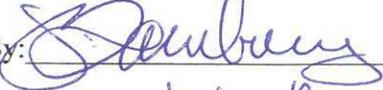
IN WITNESS THEREOF, the Parties hereto have caused this Agreement to be executed on the dates indicated below.

**DOMAINE BONNEAU DU
MARTRAY SARL**

By: 
Print Name: Jean-Charles Le Bault
de la Tourmaire
Title: Geant
Date: 19/01/2016

DOMAINE BONNEAU DU MARTRAY
2 Rue de Fretille
21420 PERNAND-VERGELESSES
FRANCE

BONNEAU WINES, LLC

By: 
Print Name: John Bambovy
Title: GM
Date: 12/11/15