

## Request for Reconsideration after Final Action

**The table below presents the data as entered.**

Input Field	Entered
<b>SERIAL NUMBER</b>	79163180
<b>LAW OFFICE ASSIGNED</b>	LAW OFFICE 114
<b>MARK SECTION</b>	
<b>MARK</b>	<a href="http://tmng-al.uspto.gov/resting2/api/img/79163180/large">http://tmng-al.uspto.gov/resting2/api/img/79163180/large</a>
<b>LITERAL ELEMENT</b>	BLACKWOOD CAPITAL GROUP
<b>STANDARD CHARACTERS</b>	YES
<b>USPTO-GENERATED IMAGE</b>	YES
<b>MARK STATEMENT</b>	The mark consists of standard characters, without claim to any particular font style, size or color.
<b>ARGUMENT(S)</b>	
<u>Section 2(d) Refusal—Request for Reconsideration</u>	
<p>Applicant files this Request for Reconsideration in response to the Final Office Action issued by the examining attorney on October 30, 2015. Applicant respectfully reasserts its arguments against a finding of likelihood of confusion from its Response to Office Action dated, October 12, 2015, as such arguments were fully set forth herein.</p> <p>Further to Applicant’s prior arguments supporting a finding of no likelihood of confusion in this instance, Applicant and Frederick W. Puzar (“Registrant”), the registrant of the BLACKWOOD, U.S. Registration No. 4019483 cited by the examining attorney in the Final Office Action referenced above (the “Cited Registration”), have had discussions regarding this matter and the particulars of Applicant’s application currently before the USPTO. Applicant and Registrant have discussed this matter and the two marks at issue and considered the goods and services covered by each. They have come to the conclusion that there is no likelihood between Registrant’s Cited Mark and the mark covered by Applicant’s application. Evidence of this conclusion reached by the parties, the parties have entered into the attached and/or enclosed Consent Agreement executed by both the Registrant and Applicant. This Consent Agreement is hereby made of record by Applicant.</p> <p>In light of the consideration of this matter by both Applicant and Registrant and their determination that a likelihood of confusions does not exist in connection with Applicant’s application and the Cited Mark, as further evidenced by the executed Consent Agreement, Applicant respectfully requests that the examining attorney withdraw the refusal to register based on the Cited Mark and approve Applicant’s application for publication at this time.</p>	
<b>EVIDENCE SECTION</b>	
<b>EVIDENCE FILE NAME(S)</b>	
<b>ORIGINAL PDF FILE</b>	<a href="#">evi_769073130-20160501155406357423_BLACKWOOD_and_BLACKWOOD_CAPITAL_GROUP_Signed_Consent_Agreement.pdf</a>
<b>CONVERTED PDF FILE(S) (3 pages)</b>	<a href="#">\\TICRS\EXPORT16\IMAGEOUT16\791\631\79163180\xml13\RFR0002.JPG</a>
	<a href="#">\\TICRS\EXPORT16\IMAGEOUT16\791\631\79163180\xml13\RFR0003.JPG</a>
	<a href="#">\\TICRS\EXPORT16\IMAGEOUT16\791\631\79163180\xml13\RFR0004.JPG</a>

SIGNATURE SECTION	
RESPONSE SIGNATURE	/jennifer v. whiting/
SIGNATORY'S NAME	Jennifer V. Whiting
SIGNATORY'S POSITION	Attorney of Record, California Bar Member
SIGNATORY'S PHONE NUMBER	310-982-1007
DATE SIGNED	05/01/2016
AUTHORIZED SIGNATORY	YES
CONCURRENT APPEAL NOTICE FILED	YES
FILING INFORMATION SECTION	
SUBMIT DATE	Sun May 01 15:57:24 EDT 2016
TEAS STAMP	USPTO/RFR-XX.XX.XX.XXX-20 160501155724527873-791631 80-5507fafcca4a79dc72dbba bc8833bc74ba6aa68b7b144e3 ffccc2191d7918852f-N/A-N/ A-20160501155406357423

Under the Paperwork Reduction Act of 1995 no persons are required to respond to a collection of information unless it displays a valid OMB control number.  
PTO Form 1960 (Rev 10/2011)  
OMB No. 0651-0050 (Exp 07/31/2017)

## Request for Reconsideration after Final Action

### To the Commissioner for Trademarks:

Application serial no. **79163180** BLACKWOOD CAPITAL GROUP(Standard Characters, see <http://tmng-al.uspto.gov/resting2/api/img/79163180/large>) has been amended as follows:

#### ARGUMENT(S)

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

#### Section 2(d) Refusal—Request for Reconsideration

Applicant files this Request for Reconsideration in response to the Final Office Action issued by the examining attorney on October 30, 2015. Applicant respectfully reasserts its arguments against a finding of likelihood of confusion from its Response to Office Action dated, October 12, 2015, as though such arguments were fully set forth herein.

Further to Applicant's prior arguments supporting a finding of no likelihood of confusion in this instance, Applicant and Frederick W. Pazur ("Registrant"), the registrant of the BLACKWOOD, U.S. Registration No. 4019483 cited by the examining attorney in the Final Office Action referenced above (the "Cited Registration"), have had discussions regarding this matter and the particulars of Applicant's application currently before the USPTO. Applicant and Registrant have discussed this matter and the two marks at issue and considered the goods and services covered by each and have come to the conclusion that there is no likelihood between Registrant's Cited Mark and the mark covered by Applicant's application. Evidencing this conclusion reached by the parties, the parties have entered into the attached and/or enclosed Consent Agreement executed by both the Registrant and Applicant. This Consent Agreement is hereby made of record by Applicant.

In light of the consideration of this matter by both Applicant and Registrant and their determination that a likelihood of confusions does not exist

in connection with Applicant's application and the Cited Mark, as further evidenced by the executed Consent Agreement, Applicant respectfully requests that the examining attorney withdraw the refusal to register based on the Cited Mark and approve Applicant's application for publication at this time.

## **EVIDENCE**

### **Original PDF file:**

[evi\\_769073130-20160501155406357423\\_ACKWOOD\\_and\\_BLACKWOOD\\_CAPITAL\\_GROUP\\_Signed\\_Consent\\_Agreement.pdf](#)

**Converted PDF file(s)** ( 3 pages)

[Evidence-1](#)

[Evidence-2](#)

[Evidence-3](#)

## **SIGNATURE(S)**

### **Request for Reconsideration Signature**

Signature: /jennifer v. whiting/ Date: 05/01/2016

Signatory's Name: Jennifer V. Whiting

Signatory's Position: Attorney of Record, California Bar Member

Signatory's Phone Number: 310-982-1007

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 owner's/holder'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 owner/holder in this matter: (1) the owner/holder 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 owner/holder has filed a power of attorney appointing him/her in this matter; or (4) the owner's/holder'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 filing a Notice of Appeal in conjunction with this Request for Reconsideration.

Serial Number: 79163180

Internet Transmission Date: Sun May 01 15:57:24 EDT 2016

TEAS Stamp: USPTO/RFR-XX.XX.XX.XXX-20160501155724527

873-79163180-5507fafcca4a79dc72dbbabc883

3bc74ba6aa68b7b144e3ffccc2191d7918852f-N

/A-N/A-20160501155406357423

TRADE MARK CONSENT AGREEMENT

This agreement is dated

29<sup>th</sup> April 2016

**BETWEEN**

Pauzar, Frederick W, 3208 E Colonial Dr #310, Orlando Florida, United States, 32803

and

Blackwood Capital Group (UK) Limited, 5 Welbeck Street, London, W1G 9YQ, United Kingdom

(hereinafter collectively referred to as 'the parties')

**BACKGROUND**

1. Pauzar, Frederick W, is the proprietor of US Trade Mark Registration No. [85237849](#) for BLACKWOOD in classes 36 and 41.
2. Blackwood Capital Group (UK) Limited is proprietor of trade mark applications and registrations for the trade mark BLACKWOOD CAPITAL GROUP in classes 09, 16, and 36.
3. In order to facilitate registration of the trade marks Pauzar, Frederick W and Blackwood Capital Group (UK) Limited, the parties agree as follows.

**OBLIGATIONS OF Pauzar, Frederick W**

4. Pauzar, Frederick W, hereby:
  - (a) consents to the use and registration by Blackwood Capital Group (UK) Limited of the trade mark BLACKWOOD CAPITAL GROUP in classes 09, 16, and 36.
  - (b) agrees to provide within 30 days of being requested to do so such written consents, and execute such documents, as are necessary for Blackwood Capital Group (UK) Limited to obtain registration of the trade mark BLACKWOOD CAPITAL GROUP in classes 09, 16, and 36.
  - (c) agrees to bear its own costs in relation to the preparation and execution of this agreement and any written consents reasonably requested by Blackwood Capital Group (UK) Limited.

Blackwood Capital Group (UK) Limited hereby consents to the use of the Blackwood name as has been used, is currently used and will in the future be used by entities in which Pauzar, Frederick W. is involved.

**MUTUAL OBLIGATIONS**

DS 



5. This Agreement constitutes the entire agreement between the parties with respect to its subject matter. This Agreement may not be modified except by a document in writing signed by a duly authorized representative of each of the parties.
6. This Agreement shall have worldwide effect, shall inure to the benefit of and will be brought to the attention of and made binding upon the parties' affiliated companies, licensees, successors and assigns.
7. If this Agreement or part of this Agreement should be deemed invalid, illegal or unenforceable in one country, it will remain valid, legal and enforceable for the remaining part and/or remaining countries.
8. The parties reserve their rights in relation to any matters not expressly covered by this agreement.
9. No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that (or any other) right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that (or any other) right or remedy.
10. The parties agree to keep the existence and terms of this Agreement confidential to the parties save to the extent that disclosure is required in order to enjoy the benefit of this Agreement.
11. Any dispute, controversy or claim arising under, out of or relating to this Agreement and any subsequent amendments of this Agreement, including, without limitation, its formation, validity, binding effect, interpretation, performance, breach or termination, as well as non-contractual claims, shall be decided in accordance with the law of the state of Florida located in Orange County, Florida shall have exclusive jurisdiction to settle any claim, dispute or issue between the parties arising out of or in connection with this agreement (including non-contractual disputes and claims) and the parties submit to such jurisdiction.



12 The parties will use their reasonable best efforts to avoid any confusion regarding their respective uses of the Blackwood name.

DS 

Signed at Orlando, Florida

This 30th day of April 2016

by

DocuSigned by:



D6E92C93434241E

for and on behalf of

Pauzar, Frederick W

Signed at 5 Welles Rd, London N16 3YQ

This 29 day of April 2016

by



for and on behalf of

Blackwood Capital Group (UK) Limited