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

Proceeding	85143400
Applicant	Barefoot Consultants, Inc.
Applied for Mark	BAREFOOT CONSULTANTS
Correspondence Address	KEVIN KEENER KEENER MCPHAIL SALLES LLC 161 NORTH CLARK STREET , SUITE 4700 CHICAGO, IL 60601 UNITED STATES kevin.keener@kmscounsel.com
Submission	Applicants Request for Remand and Amendment
Attachments	Request to Remand.pdf (4 pages)(71646 bytes) Exhibit A.pdf (2 pages)(116672 bytes)
Filer's Name	Kevin Keener
Filer's e-mail	kevin.keener@kmscounsel.com
Signature	/kevinkeener/
Date	07/09/2012

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

Mark: Barefoot Consultants
Applicant: Barefoot Consultants, Inc.
Examining Attorney: David Hoffman
Law Office 107

SERIAL NO: 85143400

APPLICANT'S REQUEST TO REMAND

Applicant, Barefoot Consultants, Inc., pursuant to 37 CFR § 2.142(d), TBMP § 1207.02, and TBMP § 1209.04, hereby respectfully requests that the Board suspend the appeal and remands the application to the Examining Attorney for the purpose of considering the additional evidence attached as Exhibit A.

Applicant, by and through counsel, hereby declares that good cause exists for remand and further examination for the following reasons:

1. The Examining Attorney has raised an objection based on Section 2(d) between Applicant's mark, BAREFOOT CONSULTANTS, and the registered mark BAREFOOT SERVICE, Reg. No. 3644125. This objection is the only outstanding issue for Applicant's application.
2. During the pendency of the Applicant's application, Applicant attempted to negotiate a consent agreement with the owner of Reg. No. 3644125 but was unable to enter into discussions with the owner of Reg. No. 3644125.
3. Since the filing of the appeal, Applicant has successfully entered into a consent and coexistence agreement with the owner of Reg. No. 3644125 permitting Applicant to register the mark BAREFOOT CONSULTANTS. The consent agreement is attached as Exhibit A.
4. This evidence was not previously available during the original examination of the

application.

For these reasons Applicant respectfully requests that the appeal be suspended and the application be remanded to the Examining Attorney for further examination.

Respectfully Submitted,

Dated: July 9, 2012

/Kevin Keener/
Kevin J. Keener, Esq.
Keener, McPhail, Salles, LLC
161 North Clark Street
Suite 4700
Chicago, IL 60601
Tel: (312) 523- 2096
Fax: (312) 523- 2001
Email: kevin.keener@kmscounsel.com

Attorney for Applicant Barefoot Consultants, Inc.

CERTIFICATE OF SERVICE

I hereby certify that on July 9, 2012, a copy of the foregoing was filed electronically.

/Kevin Keener/
Kevin J. Keener, Esq.
Keener, McPhail, Salles, LLC
161 North Clark Street
Suite 4700
Chicago, IL 60601
Tel: (312) 523- 2096
Fax: (312) 523- 2001
Email: kevin.keener@kmscounsel.com

Attorney for Applicant Barefoot Consultants, Inc.

EXHIBIT A

CONSENT AND CO-EXISTENCE AGREEMENT

This Consent and Co-Existence Agreement ("Agreement") is entered into by and between Roland Jones, an individual of the full age of majority with his principal place of business located at 103-262 4117 Hillsboro Pike, Nashville, Tennessee 37215, and Barefoot Consultants, Inc., a corporation organized under the laws of Illinois with its principal place of business located at 500 N. Michigan Ave., Ste. 300, Chicago, IL 60611. ("Barefoot Consultants").

WHEREAS, Roland Jones owns U.S. Trademark Registration No. 3644125 for the mark BAREFOOT SERVICE, with a registration date of June 23, 2009 (hereafter referred to as "Roland Jones's BAREFOOT SERVICE mark");

WHEREAS, on October 1, 2010, Barefoot Consultants filed U.S. Trademark Application Serial No. 85143400 to register the mark BAREFOOT CONSULTANTS (hereafter referred to as "Barefoot Consultants' BAREFOOT CONSULTANTS mark");

WHEREAS, Roland Jones's BAREFOOT SERVICE mark been cited by the United States Patent and Trademark Office as bar to registration of Barefoot Consultants' BAREFOOT CONSULTANTS mark in U.S. Trademark Application Serial No. 85143400;

WHEREAS, on August 10, 2011, the United States Patent and Trademark Office issued a final office action refusing the register Barefoot Consultants' BAREFOOT CONSULTANTS mark;

WHEREAS, on February 9, 2012, Barefoot Consultants appealed the United States Patent and Trademark Office's final office action refusing the register Barefoot Consultants' BAREFOOT CONSULTANTS mark to the Trademark Trial and Appeal Board, proceeding No. 85143400;

WHEREAS, the Parties recognize the validity of each other's use and registration of their respective marks in connection with their respective goods and services and wish to avoid any conflict with the other's use or registration of its mark; and,

WHEREAS, the Parties have concluded that confusion is not likely to arise from the use and registration of their respective marks in connection with their respective goods and services as set forth above because they are providing different, distinct services and will be engaged different channels of trade.

NOW THEREFORE, in consideration of mutual covenants set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Roland Jones consents to the registration of Barefoot Consultants' BAREFOOT CONSULTANTS mark, as set forth in Application Serial No. 85143400, in connection with "Non-fiction books containing instructional text, namely, training manuals containing information regarding business administration and international business services," in International Class 16.
2. Roland Jones consents to the registration of Barefoot Consultants' BAREFOOT CONSULTANTS mark, as set forth in Application Serial No. 85143400, in connection with "Providing business education and

training, namely, providing training regarding business administration and international business services." in International Class 41.

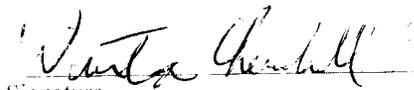
3. The parties agree that there is unlikely to be any consumer confusion between Roland Jones's BAREFOOT SERVICE mark and Barefoot Consultants' BAREFOOT CONSULTANTS mark.
4. The parties agree that their goods and services are substantially different and have substantially different uses.
5. The parties agree that their goods and services are distributed through different channels of trade.
6. The parties agree that their respective consumers are knowledgeable and sophisticated enough to be able to distinguish between Roland Jones's BAREFOOT SERVICE mark and Barefoot Consultants' BAREFOOT CONSULTANTS mark.
7. The parties agree that the differences between Roland Jones's goods and services and Barefoot Consultants' goods and services are significant enough to eliminate any likelihood of consumer confusion.
8. Each party agrees not to represent that they are related to the other or that their goods and/or services stem from the same source or partake of any common qualities or attributes. Each party agrees to identify itself as the source of their respective goods and/or services.
9. The parties agree not to use any advertising, promotional, or marketing materials that could lead purchasers to believe that their goods and/or services are sponsored or endorsed by the other party.
10. The parties do not anticipate that any confusion or mistakes will arise from their simultaneous use of their respective marks. However, in the event that any confusion does arise, or appears likely, the parties agree to communicate to each other all details of each instance of actual confusion or facts which suggest that confusion is likely, and to cooperate to take steps to abate the confusion, and to prevent confusion from recurring.
11. The parties agree that the forgoing substantiates their position that there is no likelihood of confusion between their respective marks.

WHEREFORE the parties have caused this Agreement to be duly executed and become effective on the last date of execution indicated below.

Roland Jones

Barefoot Consultants, Inc.


Signature


Signature

Roland Jones
Print

Wanda Churchill
Print

Title

Title

Date

Date

7-9-12