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## The Martinez Group PLLC

December 23, 2013

Via U.S. Express Mail

FRANK J. MARTINEZ  
FM@martinezgroup.com

United States Patent and Trademark Office  
Attn: Trademark Trial and Appeal Board  
P.O. Box 1451  
Alexandria, Virginia 22313-1451

# TTAB

Re: Extension of Time to File an Opposition  
Application Serial No.: 85/855,056  
Title: **STIPULATED REQUEST FOR TERMINATION  
OF EXTENSION OF TIME TO FILE OPPOSITION**  
Attorney Docket: 1398-3

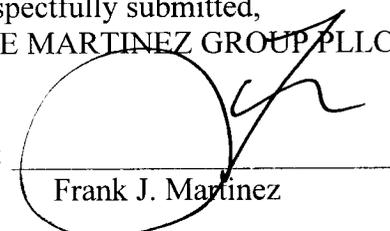
Dear Sir/Madam:

Transmitted herewith are the following items in connection with the above-identified matter.

1. Transmittal Letter w/ Certificate under 37 CFR 1.10(a);  
US Express Mail, EI 042218834 US;
2. Stipulated Request for Termination of Extension of Time to File  
Opposition;
3. Trademark Coexistence Agreement;
4. E-mail Correspondence Consenting to Termination; **AND**
5. Post Card/Confirmation of Receipt.

Please file the application and return the post card to us bearing the date stamp of the TTAB. Thank you very much for your assistance in this matter.

Respectfully submitted,  
THE MARTINEZ GROUP PLLC

By:   
Frank J. Martinez

Encls.

**CERTIFICATE OF MAILING UNDER 37 C.F.R. §1.10(a)**

I hereby certify that this correspondence and any documents referred to as enclosed herein are being deposited with the United States Postal Service, in an envelope as "Express Mail Post Office to Addressee" mailing Label No. **EI 042218834 US** addressed to the United States Patent and Trademark Office, Attn.: TTAB, P.O. Box 1451, Alexandria, Virginia, 22313-1451.

Dated: December 23, 2013



\*12-23-2013\*

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

In the Matter of Trademark Application:  
Application Serial No.: 85/855,056  
For the Mark: "IHONLY"

-----	X	
<b>IH PARTS AMERICA, INC.,</b>	:	
	:	Opposition No.: Not Instituted
Potential Opposer/Petitioner,	:	
	:	
-against-	:	
	:	
<b>AHMUD ISMAIL,</b>	:	
	:	
	:	
Applicant/Respondent.	:	
-----	X	

**STIPULATED REQUEST FOR TERMINATION  
OF EXTENSION OF TIME TO FILE OPPOSITION**

AHMUD ISMAIL (hereinafter "Applicant/Respondent"), by and through the undersigned counsel, respectfully requests the termination of the Extension of Time to File an Opposition granted to IH PARTS AMERICA, INC. (hereinafter "Potential Opposer/Petitioner").

**SETTLEMENT**

Shortly after the Extension was granted, Applicant/Respondent and Potential Opposer/Petitioner amicably resolved the foregoing matter and entered into a Trademark Coexistence Agreement (hereinafter "Agreement"). In light of this Agreement, the Extension of Time to File an Opposition granted to Potential Opposer/Petitioner will no longer be required.

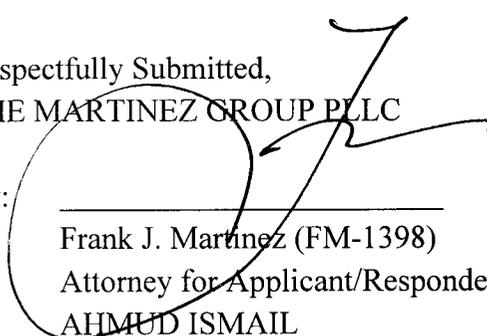
Enclosed herewith is a copy of the Agreement, as well as e-mail correspondence indicating Potential Opposer/Petitioner's consent to this Request for Termination.

WHEREFORE, Applicant/Respondent prays that Potential Opposer/Petitioner's Extension of Time to File an Opposition be terminated and that Application Serial No: 85/855,056 for the mark IHONLY be forwarded for registration on the Principal Register.

Please feel free to contact the undersigned if there are any questions.

Dated: December 23, 2013

Respectfully Submitted,  
THE MARTINEZ GROUP PLLC

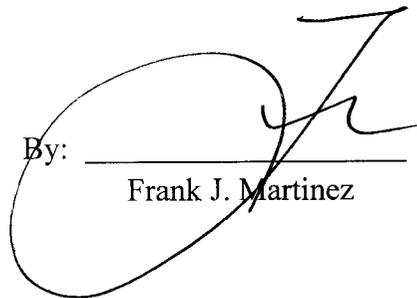
By:   
\_\_\_\_\_  
Frank J. Martinez (FM-1398)  
Attorney for Applicant/Respondent  
AHMUD ISMAIL  
55 Washington Street, Suite 253-C  
Brooklyn, New York 11201  
Telephone (718) 797-2341  
Facsimile (855) 553-7004  
FM@martinezgroup.com

**AFFIDAVIT OF SERVICE**

I hereby certify that a true copy of the foregoing document entitled STIPULATED REQUEST FOR TERMINATION OF EXTENSION OF TIME TO FILE AN OPPOSITION was, upon the prior agreement of counsel, served on December 23, 2013, by electronic mail only to:

Jesse W. Barton, Esq.  
GALLERY & BARTON, APLC  
1112 I Street, Suite 240  
Sacramento, California 95814  
Telephone (916) 444-2880  
Facsimile (916) 444-6915  
JBarton@GalleryBartonlaw.com  
Counsel for Potential Opposer/Petitioner

Dated: December 23, 2013

By:   
Frank J. Martinez

**TRADEMARK COEXISTENCE AGREEMENT**

This Trademark Coexistence Agreement (the “Agreement”) is entered into and effective as of the date last executed below (the “Effective Date”), by and between Ahumud (Mike) Ismail and Debra Ismail d/b/a collectively as IHONLY, a sole proprietorship operating under the laws of the State of California, with an address at 8747 W. Avenue C-2, Lancaster, California 93536 (“IHONLY”), and IH PARTS AMERICA, INC. a corporation organized under the laws of the State of California, with an address at 11425 Lime Kiln Road, Grass Valley, California 95949 (“IH PARTS”), all of which are sometimes collectively referred to herein as “party” or “parties.”

WHEREAS, IHONLY is the owner of Federal Trademark Application No.: 85/855,056 for the mark, IHONLY, for “On-line retail store services featuring automobile and truck parts, aftermarket vehicle parts” in International Class 035 (“IHONLY ‘056 APPLICATION”);

WHEREAS, IHONLY has used IHONLY and variants thereof as part of its business name and common law company identity since at least as early as on or about May 15, 1995 has used the IHONLY mark on the Internet since October of 2004 and has continuously operated the IHONLY business since that time;

WHEREAS, IH PARTS has requested an Extension of Time to file an Opposition against the IHONLY ‘056 APPLICATION, the same being filed on August 14, 2013 (the “Extension”);

WHEREAS, IH PARTS has requested a second Extension of Time to file an Opposition against the IHONLY ‘056 APPLICATION, the same being filed on September 11, 2013 (the “Second Extension”);

WHEREAS, IHONLY is the owner of Federal Trademark Application No.: 86/104,189 for the mark, RPT, for various items as identified in the Application, in International Class 035, (“IHONLY RPT ‘189 APPLICATION”);

WHEREAS, both parties are in the business of providing automobile and truck parts to customers around the world;

WHEREAS, IHONLY and IH PARTS wish to continue to peacefully co-exist in their respective markets and cooperate and work together to avoid any possible confusion in the marketplace; and

WHEREAS, the parties are both desirous of amicably resolving any and all past, present and future conflicts between themselves related to their respective marks on the basis of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, representations and agreements hereinafter stated and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, IHONLY and IH PARTS agree as follows:

1. **IHONLY and IH PARTS Agreement Not to Oppose or Cancel.**

1.1 Upon execution of this Agreement on the Effective Date, IH PARTS agrees not to Oppose or otherwise seek to Cancel, file an additional extension of time to Oppose the IHONLY '056 APPLICATION or the IHONLY RPT '189 APPLICATION or otherwise challenge the IHONLY '056 APPLICATION or the IHONLY RPT '189 APPLICATION or the use of the IHONLY mark, business name anywhere in the world.

1.2 In the event IH PARTS seeks to register a trademark for "IH PARTS AMERICA" or "CPT" or "CPT CRAWLER PROVEN TECHNOLOGY" or any other variant thereof ("IH PARTS Marks"), and such an application is refused registration, in whole or in part by reason of a likelihood of confusion in view of the IHONLY '056 APPLICATION or the IHONLY RPT '189 APPLICATION, or subsequent registration of the same or similar marks by IHONLY, IHONLY agrees to enter into a co-existence and consent to registration agreement sufficiently similar to this Agreement.

1.3 IH PARTS agrees that it will not directly or indirectly oppose, contest, object, petition to cancel, or otherwise seek to challenge the IHONLY '056 APPLICATION in common law, or as applied for, or registered with, the United States Patent and Trademark Office ("USPTO"). Nor shall IH PARTS take any other action that would adversely affect IHONLY's validity, registration and/or use of IHONLY with the goods identified in the IHONLY '056 APPLICATION or the IHONLY RPT '189 APPLICATION

1.4 IHONLY agrees that it will not directly or indirectly oppose, contest, object, petition to cancel, or otherwise seek to challenge any IH PARTS Marks, in common law, or as applied for, or registered with, the USPTO. Nor shall IHONLY take any other action that would adversely affect the IH PARTS Marks validity, registration and/or use of any IH PARTS Marks or business name anywhere in the world.

2. **Abandonment Under U.S. Law.** In the event IHONLY abandons the IHONLY mark or IH PARTS abandons any IH PARTS application or registration, as evidenced by (i) a final judgment or order by a court or administrative body of competent jurisdiction from which no appeal has or can be taken; and/or (ii) express abandonment by the party or (iii) abandonment by reason of failure to prosecute any U.S. Trademark Application or maintain any U.S. registration, this Agreement shall terminate.

3. **Other Actions.**

a. Upon execution of this Agreement, IH PARTS, its officers, directors, employees, agents and those acting on its behalf, agree to cease all future active use of the terms IHONLY and IHONLY NORTH in advertising, marketing, in CSS code, as tags and meta-tags in website code and to cease using such terms in advertising word-type searches. The domain [www.IHONLYNORTH.com](http://www.IHONLYNORTH.com) will maintain a continuous and immediate redirect to IH PARTS AMERICA's websites throughout the term of this Agreement. Prior advertisements, marketing, CSS code, tags, and meta-tags, located on other websites, other than IH PARTS AMERICA's own website, prior to November 19, 2012, the date on which IH ONLY NORTH was changed to IH PARTS AMERICA, are explicitly excluded from this prohibition. For the purpose of clarity, no objection is made to the use of the terms "International" or "IH"

Settlement Discussions – Not admissible under Federal Rule 408 and California Evidence Code 1152.

with or in connection with the term “Parts” by either party in the conduct of their business and/or trademarks and the registration thereof.

b. Upon execution of this Agreement, IHONLY, its officers, directors, employees, agents, and those acting on its behalf, agree to cease all future use of the terms IH PARTS or IH PARTS AMERICA in advertising, marketing, in CSS code, as tags and meta-tags in website code and to cease using such terms in advertising word-type searches.

c. Upon execution of this Agreement, IH PARTS, its officers, directors, employees, agents, and those acting on its behalf, agree to cease and desist copying the design of parts developed by IHONLY, as shown in Exhibit B, irrespective of whether such parts are patentable or otherwise protectable. Notwithstanding the foregoing, IH PARTS may develop and sell its own parts that serve the same function as those shown on Exhibit B, but must use, to the extent safe and commercially reasonable, different materials, component materials, component vendor sources, or manufacturing processes in the final product, unless the part is an exact replica of an OEM part, in which case IH PARTS may fabricate or cause to be fabricated and sell its own exact replica part. In addition, upon execution of this Agreement, IH PARTS, its officers, directors, employees, agents, and those acting on its behalf, agree to cease and desist from the re-marking, re-labeling, re-marketing or otherwise obscuring any identifying marks of any and all parts developed and sold by IHONLY. IH PARTS may re-sell any and all parts developed and sold by IHONLY, but only if the IHONLY parts are advertised as IHONLY parts and that IH PARTS leaves the IHONLY parts in the same condition, in the same packaging, and marked in the same manner as when they were delivered to IH PARTS.

d. Upon execution of this Agreement, IHONLY, its officers, directors, employees, agents, and those acting on its behalf, agree to cease and desist copying the design of parts developed by IH PARTS, as shown in Exhibit C, irrespective of whether such parts are patentable or otherwise protectable. Notwithstanding the foregoing, IHONLY may develop and sell its own parts that serve the same function as those shown on Exhibit C, but must use, to the extent safe and commercially reasonable, different materials, component materials, component vendor sources, or manufacturing processes in the final product, unless the part is an exact replica of an OEM part, in which case IHONLY may fabricate or cause to be fabricated and sell its own exact replica part. In addition, upon execution of this Agreement, IHONLY, its officers, directors, employees, agents, and those acting on its behalf, agree to cease and desist from the re-marking, re-labeling, re-marketing, or otherwise obscuring any identifying marks of any and all parts developed and sold by IHPARTS. IHONLY may re-sell any and all parts developed and sold by IH PARTS, but only if the IH PARTS are advertised as IH PARTS and that IHONLY leaves the IH PARTS in the same condition, in the same packaging, and marked in the same manner as when they were delivered to IHONLY.

e. Upon execution of this Agreement, IH PARTS and IHONLY, their respective officers, directors, employees, agents, and those acting on their behalf, agree to cease and desist from harassing, disparaging, attacking, criticizing, slandering, libeling, or otherwise making any negative comments, or taking any threatening actions, against the other, their employees, business associates, vendors, families, or friends.

Settlement Discussions – Not admissible under Federal Rule 408 and California Evidence Code 1152.

f. Upon execution of this Agreement, IH PARTS, its officers, directors, agents and those acting on its behalf, agree to cease and desist from making or alleging in any manner whatsoever any claim or allegation of founding and/or ownership of IHONLY. IH PARTS will still be allowed to claim ownership of all work previously performed, undertaken, completed, authorized, or approved under the name IH ONLY NORTH, and also that IH PARTS AMERICA was once named IH ONLY NORTH.

4. **Mutual Releases.** Subject to the registration of the Application, their respective obligations hereunder, and to their continuous, complete and total performance thereof, each party hereby releases and discharges the other and its respective affiliates of and from any and all claims, actions, causes of action, suits, debts, liabilities, dues, accounts, reckonings, bills, controversies, disputes, trespasses, damages, judgments, executions and demands whatsoever in law, admiralty or equity, of every kind, nature and description, whether known or unknown, which each party now has or at any time had against another, based upon, arising out of or related in any way to the parties use of their respective marks from the beginning of time to the Effective Date.

5. **§ 1542 Release.** The PARTIES, and each of them expressly waive any and all rights under California Civil Code § 1542 which provides as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

The PARTIES, and each of them, expressly waive and release any right and benefit which they may have under Civil Code §1542 of the State of California to the full extent that they may waive such rights and benefits pertaining to the matters released herein. In connection with such waiver and relinquishment, the parties acknowledge that they are aware that they may hereafter discover claims presently known or unknown or unsuspected or facts in addition to or different from those which they now know or believe to be true with respect to the matters released herein. Nevertheless, it is the intention of each party hereto, through this AGREEMENT, and with the advice of counsel or such other professional persons that they may consult, to fully, finally, and forever settle and release all such matters, and all such claims relative thereto, which now exist, may exist, or heretofore existed among the parties. In furtherance of such intention, the release given herein shall be and remain in effect as a full and complete release of such matters notwithstanding the discovery or existence of any such additional claims or facts relevant thereto.

The Parties hereby agree, represent and warrant that they have had advice of counsel of their own choosing in negotiations for and the preparation of the within release, that they have read this release or have had the same read to them by counsel, that they have had the within release fully explained by such counsel, and that they are fully aware of its content and legal effect.

6. **Cooperation and Avoidance of Confusion.**

6.1 The parties agree to execute and deliver all such additional documents, consents, instruments and certificates and shall take all such other actions as the other party may reasonably request in connection with the consummation of this Agreement and effecting the intent and purpose hereof.

6.2 Each party agrees not to take any steps to associate its marks, goods and/or services with the other party's marks, goods or services. The parties agree that if they restrict the use of their respective marks in the manner set forth above, no likelihood of public or consumer confusion should occur. Each party agrees that in the unlikely event that any instances of confusion, mistake or deception occurs, the parties will work together in good faith to take reasonable steps necessary to eliminate mistake or deception, and to use commercially reasonable efforts to avoid any future instances. Each party agrees that in the event that either party learns of any instance of actual confusion or mistake by a consumer or customer as to whether the parties or their respective goods or services are associated or affiliated, the party agrees to take reasonable steps to correct such misunderstanding.

6.3 In the event either party learns of an unauthorized third party using the other's mark for use in connection with the goods and services described herein, the parties shall, as it may be commercially reasonable, promptly notify the other, pursuant to Section 7 below.

6.4 Each party shall retain the right to enforce and/or defend its marks and related rights hereunder against third parties as it, in its sole discretion, deems appropriate.

6.5 In the event a party to this Agreement believes the other party is in breach hereof, it will promptly notify that party in writing. The party in breach shall have thirty (30) days to cure any such breach. If the breach is not cured within thirty (30) days, the non-breaching party shall have the right to seek legal redress as that party deems appropriate, including injunctive relief.

6.6 Both parties acknowledge that any breach of this agreement would cause irreparable harm to the other. Accordingly, the both parties agree that each will have the right to obtain an immediate injunction against any breach or threatened breach of this Agreement, as well as the right to pursue any and all other rights and remedies available at law or in equity for such a breach. If a party is found in breach of this agreement, the prevailing party shall be entitled to attorney's fees and costs.

6.7 The parties agree that neither the terms of this Agreement nor any action taken in furtherance of this Agreement shall constitute an admission of fact or law by the parties.

7. **Notices.** All notices sent under any provision of this Agreement shall be sent in writing and by overnight mail, postage prepaid, said notice to be effective as of the date of receipt, as follows:

Settlement Discussions – Not admissible under Federal Rule 408 and California Evidence Code 1152.

If IH ONLY, to:

IH ONLY  
Attn: Debra or Mike Ismail  
8747 W. Avenue C-2  
Lancaster, California 93536

Copy to:

Frank J. Martinez, Esq  
THE MARTINEZ GROUP PLLC  
55 Washington Street, Suite 253-C  
Brooklyn, NY 11201  
FM@martinezhgroup.com

If to IHPARTS, to:

IH PARTS AMERICA, INC.  
Attn: Jeff Ismail  
11425 Lime Kiln Road,  
Grass Valley, California 95949

Copy to:

Jesse W. Barton, Esq.  
GALLERY & BARTON  
1112 I Street, Suite 240  
Sacramento, CA 95814  
jbarton@gallerybartonlaw.com

Any change of address will be effective when sent in accordance with the provisions of this paragraph.

8. **Geographic Scope of Agreement.** This Agreement shall be effective worldwide.
9. **Successors and Assigns.** The rights and obligations of this Agreement shall extend to the parties hereto, their affiliates, parents, subsidiaries and divisions and all those acting under their direction or control, and to the parties' successors and assigns.
10. **Entire Agreement.** This instrument embodies the entire agreement of the parties hereto with respect to the subject matter hereof. There are no promises, terms, condition or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations or agreements, either verbal or written, between the parties hereto, with respect to the subject matter hereof.
11. **Severability.** The parties agree that it is the intention of neither party to violate any public policy, statutory or common law, or governmental regulation; that if any sentence, paragraph, clause or combination of the same is, or becomes, in violation of any applicable law or regulation, or is unenforceable or void for any reason, such sentence, paragraph, clause or combination thereof shall be inoperative, and the balance of this Agreement shall remain binding upon the parties.
12. **Amendment; No Waiver.** No cancellation, modification, amendment, deletion, addition or other change in this Agreement or any provision hereof, or waiver of any right or remedy herein provided, shall be effective for any purpose unless specifically set forth in writing and signed by both parties. No waiver of any right or remedy in regard to any occurrence or event on one occasion shall be deemed a waiver of any right or remedy in regard to such occurrence or event on any other occasion.
13. **Governing Law.** The parties agree that this Agreement shall be governed, construed and interpreted under and according to the laws of the State of California, without regard to conflicts or choice of law principles. Each Party hereby irrevocably consents to the exclusive jurisdiction

Settlement Discussions -- Not admissible under Federal Rule 408 and California Evidence Code 1152.

and venue of the federal and state courts located in San Francisco, California with respect to any claim, action or proceeding arising out of or in connection with this Agreement.

14. Costs & Fees. Each party shall bear its own costs and fees.

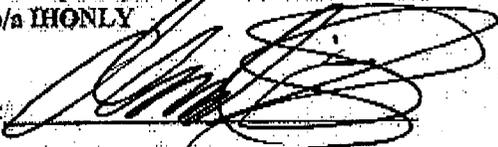
15. Headings. The headings in this Agreement are for convenience only and shall not define or limit any of the terms or provisions hereof.

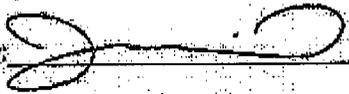
16. Counterparts. This Agreement may be executed in one or more counterparts, by manual or facsimile signature, each of which shall be deemed an original, but which together shall constitute one and the same instrument. However, the Agreement shall not be binding until all required counterparts are fully executed and delivered to the parties to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in the manner appropriate for each as of the Effective Date.

Ahmud (Mike) and Debra Ismail  
d/b/a IHONLY

IH PARTS AMERICA, INC.

By: 

By: 

Print Name: Ahmud (Mike) Ismail

Print Name: Jeff Ismail

Title: OWNER

Title: President

Date: Principal 11-12-2013

Date: 11-11-2013

By: 

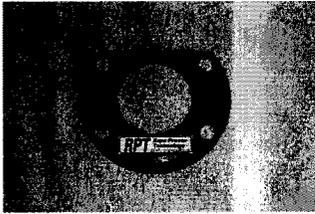
Print Name: Debra Ismail

Title: OWNER

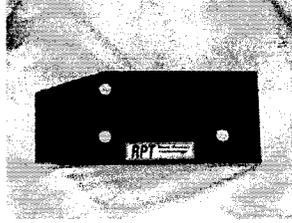
Date: Principal 11-12-2013

EXHIBIT B

List of parts from Mike & Debra Ismail of IH ONLY- Lancaster, CA



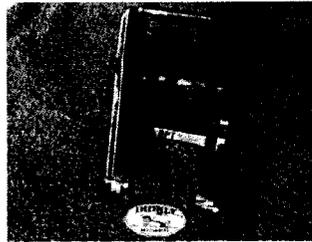
SSP-FAP RPT Flanged Axle Bearing Retainer Plate



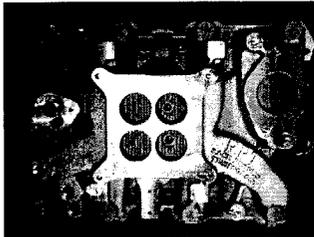
SSP-PLT RPT Steering Box Reinforcement Plate



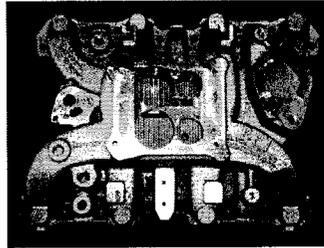
SSP-PSB2 RPT Power Steering Pump Bracket no smog



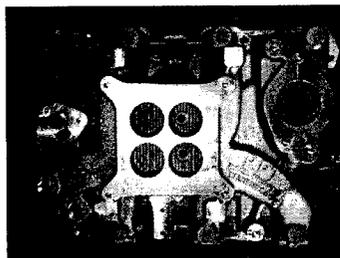
SSP-PSB RPT Power Steering Pump Bracket with smog



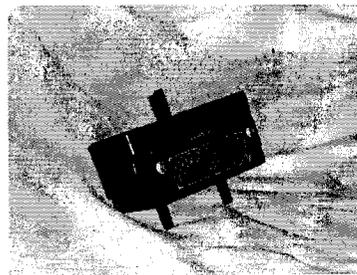
RPT-IHO2-MDI  
Aluminum Intake Manifold 304  
Square bore configuration



RPT-IHO1-MDI  
Aluminum Intake Manifold 345/392  
Spread bore configuration



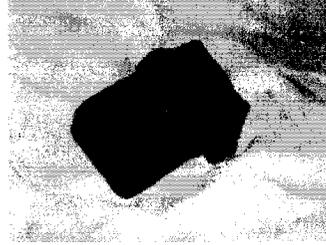
RPT-IHO3-MDI  
Aluminum Intake Manifold 345-392  
Square bore configuration



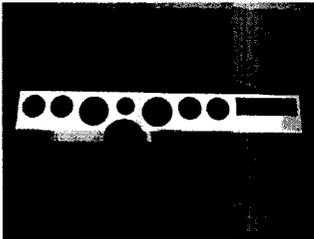
SSP-01 RPT Front Engine Mount  
Scout 800 & Scout II



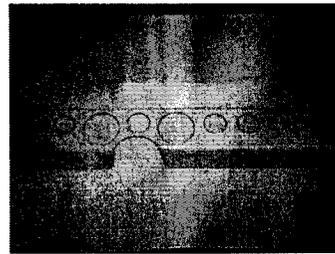
**SSP-04 RPT Front Engine Strut**  
For Pickup & Travelall V-8 &  
Inline 6 cylinder.



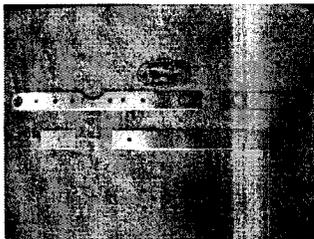
**SSP-74/75 RPT Front Engine Mount**  
for Pickup & Travelall



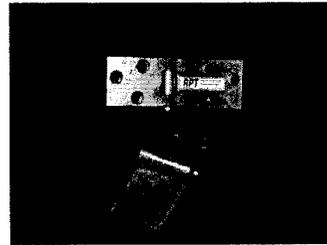
**SSP-DPNL RPT Brushed Stainless**  
Steel Dash Panel Scout II/Traveler



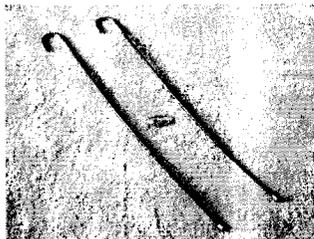
**SSP-DPNL2 RPT Brushed Stainless**  
Steel Dash Panel Scout II/Traveler



**SSP-DT800 RPT Brushed Stainless**  
Scout 800 Dash Trim

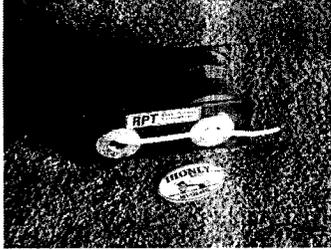


**SSP-DH1 RPT Replacement**  
Door Hinge Scout 80/800

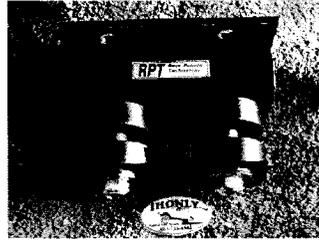


**SSP-TCH RPT Tailgate Cable**  
Hooks Scout 80

Settlement Discussions – Not admissible under Federal Rule 408 and California Evidence Code 1152.



SSP-02/T19 RPT Transmission Mount Scout II



SSP-02 RPT Transmission Mount Scout II

Settlement Discussions – Not admissible under Federal Rule 408 and California Evidence Code 1152.

EXHIBIT C

List of parts from Jeff Ismail of IH PARTS – Grass Valley, CA

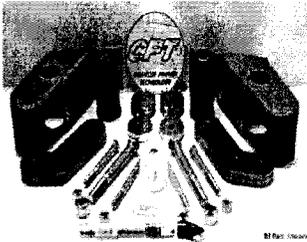
1. CPT Reverse Shackle Fang for 2" or 2.5" Wide Leaf springs - <http://www.shopih.com/CPT-RS-FANG-p-RS.html>



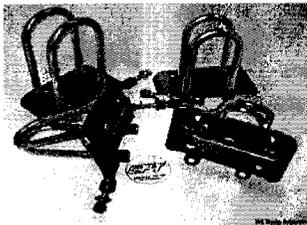
2. CPT Scout II Reverse Shackle Kit - <http://www.shopih.com/CPT-RVRS-SHKL-KIT-p-RS.html>



3. CPT Universal Reverse Shackle Kit - <http://www.shopih.com/CPT-RVRS-SHKL-KIT-U-p-RS.html>

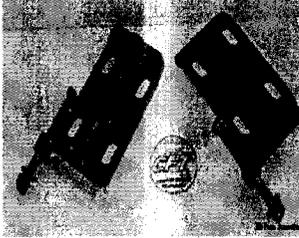


4. CPT SUA Heavy Duty Ubolt Plate Kit - <http://www.shopih.com/CPT-SUA-UBOLTPLT-KIT-p-UB.html>

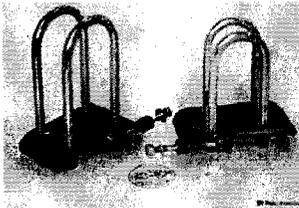


Settlement Discussions – Not admissible under Federal Rule 408 and California Evidence Code 1152.

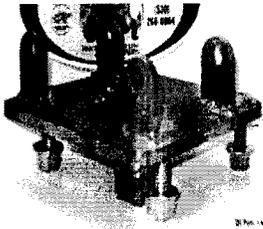
5. CPT SUA Heavy Duty Ubolt Plate Set - <http://www.shopih.com/CPT-SUA-UBOLTPLT-SET-p-UB.html>



6. CPT Scout II SUA Ubolt Plate's w/ 5/8" Ubolts - <http://www.shopih.com/CPT-SUA-UBOLTPLTKIT-p-UB.html>



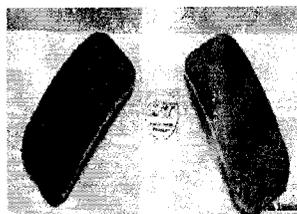
7. CPT A/C Compressor Retrofit Bracket - <http://www.shopih.com/CPT-AC-BRCKT-ASSY-p-ACH.html>



8. CPT Shock Adapter Set - <http://www.shopih.com/CPT-SHOCK-ADPT-p-SHMT.html>

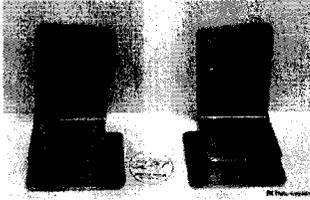


9. CPT Rollbar Wheel Well Mounting Plate - <http://www.shopih.com/CPT-ARCHED-MTGPLT-p-FG.html>



Settlement Discussions – Not admissible under Federal Rule 408 and California Evidence Code 1152.

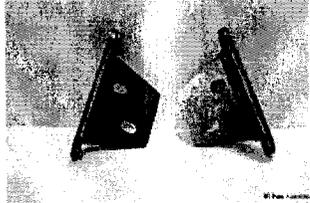
10. CPT Scout II Rollbar Mounting Foot - <http://www.shopih.com/CPT-RB-MTGPLT-SET-p-FG.html>



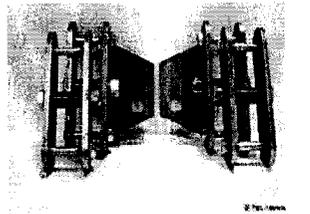
11. CPT Scout II RollCage Mounting Kit - <http://www.shopih.com/CPT-RB-MTGPLT-KIT-p-FG.html>



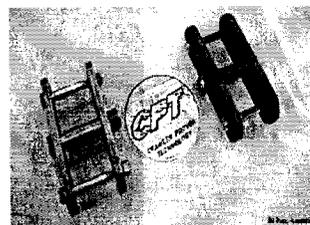
12. CPT Scout II Front Shackle Plates - <http://www.shopih.com/CPT-SHACKLE-FRT-p-SHK.html>



13. CPT Scout II 5" Shackle Kit - <http://www.shopih.com/CPT-SHACKLE-KIT-5-p-SHK.html>

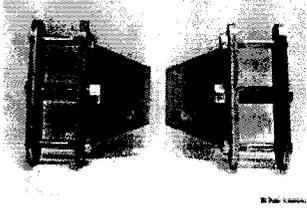


14. CPT Heavy Duty Shackle Sets - <http://www.shopih.com/CPT-SHACKLE-SET-p-SHK.html>

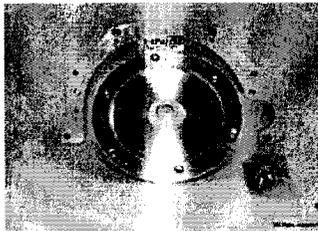


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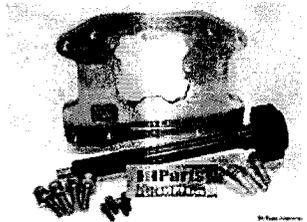
15. CPT Scout II 5" Front Shackle Set - <http://www.shopih.com/CPT-SHACKLE-SET-5-FRT-p-SHK.html>



16. CPT Transmission Adapter for GM Automatic to IH Engine - <http://www.shopih.com/AA-700R4ADPTR-p-AD.html>



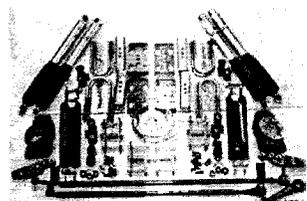
17. CPT NV4500 to IH V8 Transmission Adapter Kit - <http://www.shopih.com/CPT-NV4500-ADPTR-KIT-p-AD.html>



18. CPT Heavy Duty Rubber Bumpstop - <http://www.shopih.com/CPT-BUMPSTOP-p-BPS.html>

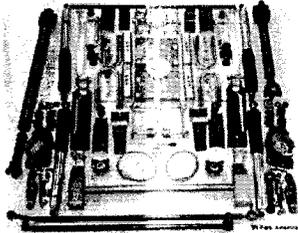


19. CPT Standard SOA Spring Over Axle Parts Assortment - <http://www.shopih.com/CPT-SOAKIT-STD-p-SOA.html>

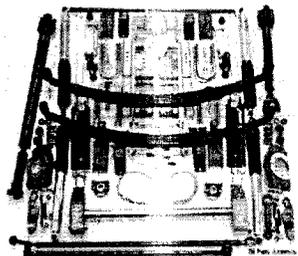


Settlement Discussions – Not admissible under Federal Rule 408 and California Evidence Code 1152.

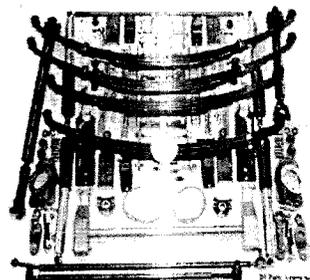
20. CPT Deluxe SOA Spring Over Axle Parts Assortment - <http://www.shopih.com/CPT-SOAKIT-DEX-p-SOA.html>



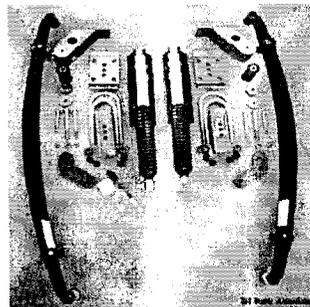
21. CPT Deluxe SOA Spring Over Axle Parts Assortment w/ Front Long Travel Leaf Springs - <http://www.shopih.com/CPT-SOAKIT-DEXLNGTRVL-p-SOA.html>



22. CPT Deluxe SOA Spring Over Axle Parts Asst. w/ Front Long Travel Leaf Springs & 2" Lift Rear Springs - <http://www.shopih.com/CPT-SOAKIT-DEXLNGTRVL-RS-p-SOA.html>

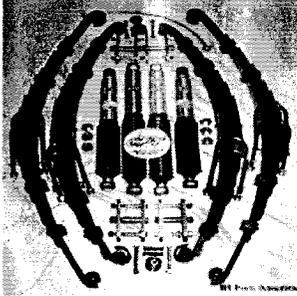


23. CPT Long Travel Front Suspension System - <http://www.shopih.com/CPT-LNGTRVL-KIT-p-SK.html>

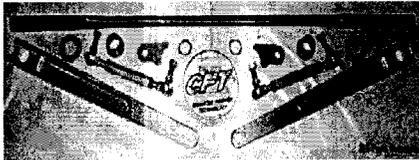


Settlement Discussions – Not admissible under Federal Rule 408 and California Evidence Code 1152.

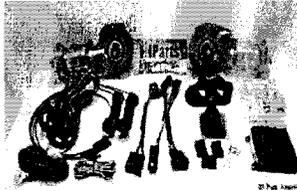
24. ? CPT Suspension System for 61'-71' Scout 80 or 800 - <http://www.shopih.com/CPT-S80-800-LIFTKIT-p-SK.html>



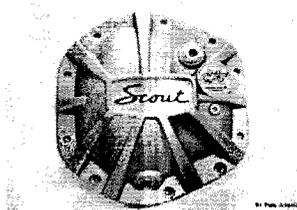
25. ? CPT Sway Bar Kit for Scout II Rear Suspension - <http://www.shopih.com/CPT-SWAYBAR-KIT-p-SWB.html>



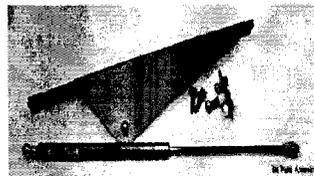
26. CPT Power Window Kit for All Scout II, Terra, or Traveler - <http://www.shopih.com/CPT-PWRWIN-KIT-SII-p-PWRWL.html>



27. CPT Aluminum Differential Covers (WITH WORD SCOUT) - <http://www.shopih.com/CPT-DIFFY-CVR-p-DFC.html>



28. CPT Hydraulic Hood Strut Kit for All Scout II - <http://www.shopih.com/CPT-SII-HOOD-STRUT-KIT-p-UH.html>

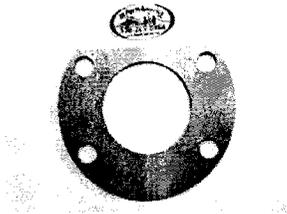


Settlement Discussions – Not admissible under Federal Rule 408 and California Evidence Code 1152.

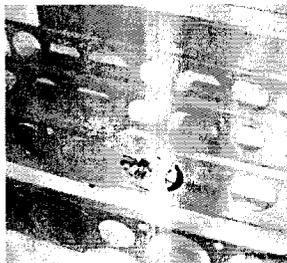
29. CPT Scout II Steering Box Reinforcement Plate - <http://www.shopih.com/CPT-STRBOXPLT-p-BP.html>



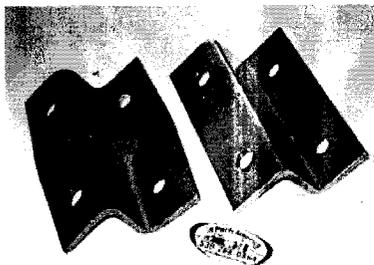
30. SL394685C2HD - Dana 44 Rear Axle Shaft Retainer Plate - <http://www.shopih.com/SL394685C2HD-p-AS.html>



31. Brushed Aluminum Dash Panel for All Scout II's - <http://www.shopih.com/CPT-SII-DASHPANEL-p-DPT.html>



32. SL466246C1 - Scout II Auto Transmission Mount and T18 'Z' Plate - <http://www.shopih.com/SL466246C1-p-TM.html>



**Frank Martinez, Esq.**

---

**From:** Jesse Barton [JBarton@GalleryBartonlaw.com]  
**Sent:** Friday, November 22, 2013 7:03 PM  
**To:** Frank Martinez, Esq.  
**Subject:** RE: IHONLY

Sounds fine. Thank you,

Jesse W. Barton  
Gallery & Barton, APLC  
1112 I Street, Suite 240  
Sacramento, CA 95814  
T: (916) 444-2880  
F: (916) 444-6915

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**From:** Frank Martinez, Esq. [mailto:FM@martinegroup.com]  
**Sent:** Friday, November 22, 2013 3:34 PM  
**To:** Jesse Barton  
**Subject:** RE: IHONLY

Dear Jesse:

I will file a letter motion on Monday, art ACH your permission and serve a copy of the same VOA email.

Many thanks.

F.

Jesse Barton <JBarton@GalleryBartonlaw.com> wrote:

Hi Frank,

I will so stipulate.

Jesse W. Barton  
Gallery & Barton, APLC  
1112 I Street, Suite 240  
Sacramento, CA 95814  
T: (916) 444-2880  
F: (916) 444-6915

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---

**From:** Frank Martinez, Esq. [mailto:FM@martinegroup.com]  
**Sent:** Friday, November 22, 2013 8:16 AM  
**To:** Jesse Barton  
**Subject:** IHONLY

Re: Extension of Time to Oppose  
Mark: IHONLY  
Appl. Serial No.: 85/855,056  
ESTTA Track. No.: ESTTA570429  
Attorney Docket: 1398-3

Dear Jesse:

In view of the Consent and Coexistence, kindly advise if you will stipulate to the termination of the 60 day Extension of Time to Oppose, the notice of which was mailed to us by the TTAB on November 12, 2013. I would like to withdraw the last extension and let the application proceed to registration.

Regards,

Frank Martinez  
Attorneys for IH ONLY.

**THE MARTINEZ GROUP PLLC**

ATTORNEYS AND COUNSELORS IN  
INTELLECTUAL PROPERTY LAW

718.797.2341 TELEPHONE  
917.604.6638 MOBILE  
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