

Request for Reconsideration after Final Action

The table below presents the data as entered.

Input Field	Entered
SERIAL NUMBER	85975341
LAW OFFICE ASSIGNED	LAW OFFICE 109
MARK SECTION (no change)	
ARGUMENT(S)	
<p style="text-align: center;"><u>REQUEST FOR RECONSIDERATION AFTER FINAL OFFICE ACTION</u> <u>AND</u> <u>REQUEST FOR SUSPENSION OF ACTION BY EXAMINING ATTORNEY</u></p> <ol style="list-style-type: none">1. The United States Patent and Trademark Office has issued a Final Office Action (“Action”) dated September 15, 2011, with a Response date of March 15, 2012, for Applicant’s application Serial No. 85/975,341 (“CRU Application”) for CRU in Class 025 for “clothing, namely, T-shirts, shirts, golf shirts, polo shirts, sweat shirts, caps, jogging suits, jackets, pants, sweat pants, shorts, tennis wear”.2. The Examining Attorney has refused registration based on Registration No. 1307160 (“CAL CRU”) and Registration No. 3163276 (“CRU THIK”) for a likelihood of confusion under 2(d) of the Lanham Act.3. Applicant has previously responded to a first Office Action, issued February 18, 2011, on August 18, 2011 (“First Response”). The First Response provided reasons and grounds for Applicant’s position that there is not a likelihood of confusion between Applicant’s Cru Mark and the cited marks, CAL CRU and CRU THIK.4. The Applicant hereby incorporates the First Response arguments and evidence, as it relates to the 2(d) refusal for both CAL CRU and CRU THIK.5. The Applicant has national and international use of the term CRU as a mark with its campus ministry over several decades, on hundreds of college campuses around the United States, as well as additional campuses in other countries, since at least as early as 1989.6. The Applicant has attached Exhibit A which shows the use of CRU since 1989, including goods in the instant application, namely, T-shirts from at least as early as 1999.7. Regarding the CAL CRU mark, the Applicant has used CRU with the goods recited in the instant application without any actual confusion with the goods recited in the CAL CRU registration.8. Based on the acknowledgment of the owner of CAL CRU, namely, Cal-Cru Company, Inc., that both parties have existed in the marketplace over a number of years without any actual confusion, both parties	

have entered into a Co-Existence and Consent Agreement whereby Cal-Cru Company, Inc. acknowledges the lack of any actual confusion and consented to use and registration of the CRU mark in the goods recited in the CRU Application.

9. The Applicant has attached, as Exhibit B, the Trademark Co-existence and Consent Agreement that was entered into between the two parties, Campus Crusade for Christ, Inc. and Cal-Cru Company, Inc.
10. Applicant notes that it is well settled that the U.S. Patent and Trademark Office should give strong deference to such a consent and co-existence agreement between two parties. “[t]he Court of Appeals for the Federal Circuit has made it clear that consent agreements should be given great weight, and that the Office should not substitute its judgment concerning likelihood of confusion for the judgment of the real parties in interest without good reason, that is, unless the other factors clearly dictate a finding of likelihood of confusion.” TMEP 1207.01(d)(viii), citing *Amalgamated Bank of New York v. Amalgamated Trust & Savings Bank*, 842 F.2d 1270, 6 USPQ2d 1305 (Fed. Cir. 1988); *Bongrain International (American) Corp. v. Delice de France Inc.*, 811 F.2d 1479, 1 USPQ2d 1775 (Fed. Cir. 1987); and *In re N.A.D. Inc.*, 754 F.2d 996, 224 USPQ 969 (Fed. Cir. 1985). Consistent with established U.S. Patent and Trademark Office Practice, Applicant submits the above referenced Trademark Co-existence and Consent Agreement to overcome a refusal of registration under §2(d) of the Lanham Act, as well as the evidence in the record, which contains examples of use by the Applicant and explanations of the differences in the marks. See TMEP 1207.01(d)(viii). Applicant respectfully requests that the refusal under §2(d) be removed based on this Co-existence and Consent Agreement and the other evidence in the record.
11. With respect to the refusal based on the CRU THIK, as stated above, Applicant incorporates by reference, its arguments, reasons, grounds and evidence for Applicant’s position in the First Response, that there is not a likelihood of confusion between Applicant’s CRU Mark and CRU THIK.
12. Applicant has investigated and found no evidence of active use of the CRU THIK Mark. Applicant’s Due Diligence included a request for evidence of use sent to the Registrant’s designated representative. The requested evidence was not provided. On March 12, 2012, Applicant therefore filed a Petition for Cancellation (Cancellation Number ESTTA461252) against Gregory Hewitt, Registrant of the CRU THIK registration. A copy of the Petition for Cancellation and Certificate of Service is attached as Exhibit C.

In view of the Petition for Cancellation filed by the Applicant against the CRU THIK registration, the Applicant respectfully submits that further action on the remaining Section 2(d) refusal be suspended until the resolution of the cancellation proceeding, pursuant to Trademark Rule 2.67, 37 CFR § 2.67.

EVIDENCE SECTION

EVIDENCE FILE NAME(S)

ORIGINAL PDF FILE	evi_127133-191508087_ . Exhibit A-Request for Reconsideration-CRU25.pdf
CONVERTED PDF FILE(S) (7 pages)	\\TICRS\EXPORT11\IMAGEOUT11\859\753\85975341\xml6\RFR0002.JPG
	\\TICRS\EXPORT11\IMAGEOUT11\859\753\85975341\xml6\RFR0003.JPG
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	\\TICRS\EXPORT11\IMAGEOUT11\859\753\85975341\xml6\RFR0008.JPG
ORIGINAL PDF FILE	evi_127133-191508087 . Exhibit B-CCCI-Cal-Cru Co-existence Agmt.pdf
CONVERTED PDF FILE(S) (5 pages)	\\TICRS\EXPORT11\IMAGEOUT11\859\753\85975341\xml6\RFR0009.JPG
	\\TICRS\EXPORT11\IMAGEOUT11\859\753\85975341\xml6\RFR0010.JPG
	\\TICRS\EXPORT11\IMAGEOUT11\859\753\85975341\xml6\RFR0011.JPG
	\\TICRS\EXPORT11\IMAGEOUT11\859\753\85975341\xml6\RFR0012.JPG
	\\TICRS\EXPORT11\IMAGEOUT11\859\753\85975341\xml6\RFR0013.JPG
ORIGINAL PDF FILE	evi_127133-191508087 . Exhibit C- Petition for Cancellation w Receipt.pdf
CONVERTED PDF FILE(S) (7 pages)	\\TICRS\EXPORT11\IMAGEOUT11\859\753\85975341\xml6\RFR0014.JPG
	\\TICRS\EXPORT11\IMAGEOUT11\859\753\85975341\xml6\RFR0015.JPG
	\\TICRS\EXPORT11\IMAGEOUT11\859\753\85975341\xml6\RFR0016.JPG
	\\TICRS\EXPORT11\IMAGEOUT11\859\753\85975341\xml6\RFR0017.JPG
	\\TICRS\EXPORT11\IMAGEOUT11\859\753\85975341\xml6\RFR0018.JPG
	\\TICRS\EXPORT11\IMAGEOUT11\859\753\85975341\xml6\RFR0019.JPG
	\\TICRS\EXPORT11\IMAGEOUT11\859\753\85975341\xml6\RFR0020.JPG
DESCRIPTION OF EVIDENCE FILE	1. Exhibit A: Examples of uses of CRU by Campus Crusade for Christ, Inc. since 1989, including goods in the instant application, namely, T-shirts from at least as early as 1999. 2. Exhibit B: Trademark Co-existence and Consent Agreement between Campus Crusade for Christ, Inc. and Cal-Cru Company, Inc. 3. Exhibit C: Petition for Cancellation and Certificate of Service
SIGNATURE SECTION	
RESPONSE SIGNATURE	/Patricia m. Beeber/
SIGNATORY'S NAME	Patricia M. Beeber
SIGNATORY'S POSITION	Attorney of Record, Florida bar member
SIGNATORY'S PHONE NUMBER	(407) 826-2661
DATE SIGNED	03/14/2012

AUTHORIZED SIGNATORY	YES
CONCURRENT APPEAL NOTICE FILED	NO
FILING INFORMATION SECTION	
SUBMIT DATE	Wed Mar 14 21:38:15 EDT 2012
TEAS STAMP	USPTO/RFR-12.71.3.3-20120 314213815920586-85975341- 490fb4430ca985c7d8a7bc7eb e45632f7d-N/A-N/A-2012031 4191508087109

PTO Form 1930 (Rev 9/2007)
OMB No. 0651-0050 (Exp. 4/30/2009)

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

Application serial no. **85975341** has been amended as follows:

ARGUMENT(S)

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

REQUEST FOR RECONSIDERATION AFTER FINAL OFFICE ACTION
AND
REQUEST FOR SUSPENSION OF ACTION BY EXAMINING ATTORNEY

1. The United States Patent and Trademark Office has issued a Final Office Action (“Action”) dated September 15, 2011, with a Response date of March 15, 2012, for Applicant’s application Serial No. 85/975,341 (“CRU Application”) for CRU in Class 025 for “clothing, namely, T-shirts, shirts, golf shirts, polo shirts, sweat shirts, caps, jogging suits, jackets, pants, sweat pants, shorts, tennis wear”.
2. The Examining Attorney has refused registration based on Registration No. 1307160 (“CAL CRU”) and Registration No. 3163276 (“CRU THIK”) for a likelihood of confusion under 2(d) of the Lanham Act.
3. Applicant has previously responded to a first Office Action, issued February 18, 2011, on August 18, 2011 (“First Response”). The First Response provided reasons and grounds for Applicant’s position that there is not a likelihood of confusion between Applicant’s Cru Mark and the cited marks, CAL CRU and CRU THIK.
4. The Applicant hereby incorporates the First Response arguments and evidence, as it relates to the 2(d) refusal for both CAL CRU and CRU THIK.
5. The Applicant has national and international use of the term CRU as a mark with its campus ministry over several decades, on hundreds of college campuses around the United States, as well as additional campuses

in other countries, since at least as early as 1989.

6. The Applicant has attached Exhibit A which shows the use of CRU since 1989, including goods in the instant application, namely, T-shirts from at least as early as 1999.
7. Regarding the CAL CRU mark, the Applicant has used CRU with the goods recited in the instant application without any actual confusion with the goods recited in the CAL CRU registration.
8. Based on the acknowledgment of the owner of CAL CRU, namely, Cal-Cru Company, Inc., that both parties have existed in the marketplace over a number of years without any actual confusion, both parties have entered into a Co-Existence and Consent Agreement whereby Cal-Cru Company, Inc. acknowledges the lack of any actual confusion and consented to use and registration of the CRU mark in the goods recited in the CRU Application.
9. The Applicant has attached, as Exhibit B, the Trademark Co-existence and Consent Agreement that was entered into between the two parties, Campus Crusade for Christ, Inc. and Cal-Cru Company, Inc.
10. Applicant notes that it is well settled that the U.S. Patent and Trademark Office should give strong deference to such a consent and co-existence agreement between two parties. “[t]he Court of Appeals for the Federal Circuit has made it clear that consent agreements should be given great weight, and that the Office should not substitute its judgment concerning likelihood of confusion for the judgment of the real parties in interest without good reason, that is, unless the other factors clearly dictate a finding of likelihood of confusion.” TMEP 1207.01(d)(viii), citing *Amalgamated Bank of New York v. Amalgamated Trust & Savings Bank*, 842 F.2d 1270, 6 USPQ2d 1305 (Fed. Cir. 1988); *Bongrain International (American) Corp. v. Delice de France Inc.*, 811 F.2d 1479, 1 USPQ2d 1775 (Fed. Cir. 1987); and *In re N.A.D. Inc.*, 754 F.2d 996, 224 USPQ 969 (Fed. Cir. 1985). Consistent with established U.S. Patent and Trademark Office Practice, Applicant submits the above referenced Trademark Co-existence and Consent Agreement to overcome a refusal of registration under §2(d) of the Lanham Act, as well as the evidence in the record, which contains examples of use by the Applicant and explanations of the differences in the marks. See TMEP 1207.01(d)(viii). Applicant respectfully requests that the refusal under §2(d) be removed based on this Co-existence and Consent Agreement and the other evidence in the record.
11. With respect to the refusal based on the CRU THIK, as stated above, Applicant incorporates by reference, its arguments, reasons, grounds and evidence for Applicant’s position in the First Response, that there is not a likelihood of confusion between Applicant’s CRU Mark and CRU THIK.
12. Applicant has investigated and found no evidence of active use of the CRU THIK Mark. Applicant’s Due Diligence included a request for evidence of use sent to the Registrant’s designated representative. The requested evidence was not provided. On March 12, 2012, Applicant therefore filed a Petition for Cancellation (Cancellation Number ESTTA461252) against Gregory Hewitt, Registrant of the CRU THIK registration. A copy of the Petition for Cancellation and Certificate of Service is attached as Exhibit C.

In view of the Petition for Cancellation filed by the Applicant against the CRU THIK registration, the Applicant respectfully submits that further action on the remaining Section 2(d) refusal be suspended until the resolution of the cancellation proceeding, pursuant to Trademark Rule 2.67, 37 CFR § 2.67.

EVIDENCE

Evidence in the nature of 1. Exhibit A: Examples of uses of CRU by Campus Crusade for Christ, Inc. since 1989, including goods in the instant application, namely, T-shirts from at least as early as 1999. 2. Exhibit B: Trademark Co-existence and Consent Agreement between Campus Crusade for Christ, Inc. and Cal-Cru Company, Inc. 3. Exhibit C: Petition for Cancellation and Certificate of Service has been attached.

Original PDF file:

[evi_127133-191508087 . Exhibit A-Request for Reconsideration-CRU25.pdf](#)

Converted PDF file(s) (7 pages)

[Evidence-1](#)

[Evidence-2](#)

[Evidence-3](#)

[Evidence-4](#)

[Evidence-5](#)

[Evidence-6](#)

[Evidence-7](#)

Original PDF file:

[evi_127133-191508087 . Exhibit B-CCCI-Cal-Cru Co-existence_Agmt.pdf](#)

Converted PDF file(s) (5 pages)

[Evidence-1](#)

[Evidence-2](#)

[Evidence-3](#)

[Evidence-4](#)

[Evidence-5](#)

Original PDF file:

[evi_127133-191508087 . Exhibit C-Petition for Cancellation w Receipt.pdf](#)

Converted PDF file(s) (7 pages)

[Evidence-1](#)

[Evidence-2](#)

[Evidence-3](#)

[Evidence-4](#)

[Evidence-5](#)

[Evidence-6](#)

[Evidence-7](#)

SIGNATURE(S)

Request for Reconsideration Signature

Signature: /Patricia m. Beeber/ Date: 03/14/2012

Signatory's Name: Patricia M. Beeber

Signatory's Position: Attorney of Record, Florida bar member

Signatory's Phone Number: (407) 826-2661

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: 85975341

Internet Transmission Date: Wed Mar 14 21:38:15 EDT 2012

TEAS Stamp: USPTO/RFR-12.71.3.3-20120314213815920586

-85975341-490fb4430ca985c7d8a7bc7ebe4563

2f7d-N/A-N/A-20120314191508087109

Request for Reconsideration
CRU
Serial Number 85/975341

EXHIBIT A

1. CRU T-Shirt from Big Break, Panama City, Florida, 1999



2. CRU T-shirt-Baylor University-2002



3. CRU Announcement flyer from September 18, 2003-T-shirts for Sale notice highlighted

ANNOUNCEMENTS ::

upcoming

Road Rally
Friday...Tomorrow!
6pm
New meeting Spot : ON TOP OF THE NORMAN GARAGE.
Remember to bring some money for gas for your driver
and to cover pizza afterwards

Fall Getaway
Fri, Sat, Sun - September 26-28
Lake Swan Camp, 30 miles outside Gainesville
\$60, but you can pay half tonight, and half later
last day to register is September 25

~~regular~~

Real Life Groups
Open all semester to anyone who would like to come.
Times and Locations on the website

T-shirts For Sale
CRU shirts for only \$10
See Laura in the back to check them out

Prayer Meetings
Tuesdays and Fridays
11:45 - 12:30
Reitz Union pond
for anyone with a break in their day.

Parallel Prayer
October 2nd it begins
Sign up after CRU to join in this service.
It's a way to pray regarding all aspects of the meeting
and any other special requests anyone has.

Sign up for the phone and email list
www.ufcampuscrusade.com
→ PASSWORD :: ~~XXXXXXXXXX~~ ←

*last weeks
+ this weeks*

CRU
Campus Crusade for Christ

9 | 18

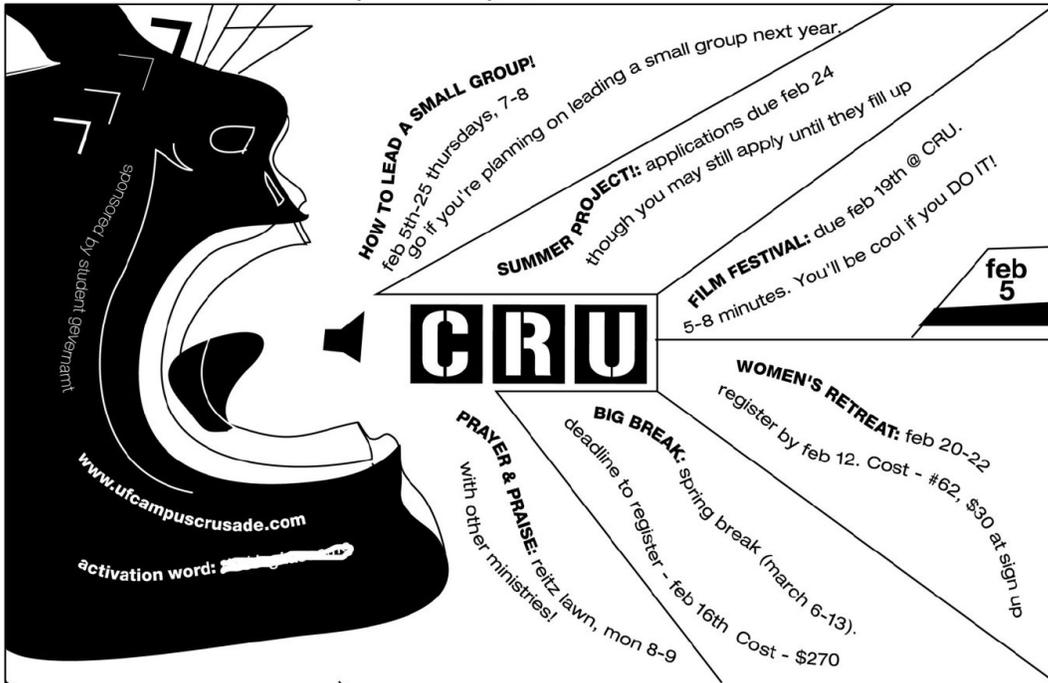
4. Screenshot of CRU at the University of Kansas's online store



5. Newspaper notice for CRU meeting-February 9, 1989 (highlighted)



6. CRU Announcement Flyer February 5, 2004



7. Penn State meeting announcement poster



8. "What is CRU" information pamphlet-page 1

What is Cru?

Cru is a

Community where the

Gospel

Captures hearts
Transforms lives

and

Launches men and women into a life-long adventure with Christ.

Let's unpack that.

Cru is a Community. Life is all about relationships. That's because the world was created by someone who is a relationship. God is a community of persons- Father, Son, and Holy Spirit- who from all eternity have known and loved each other. And you were made in his image, albeit in a simpler way. Since you aren't a community of persons in yourself you need a community to surround you. You are like a square that was made for cubeness- you need other squares. In light of that deep theological truth everything in Cru is built to help you experience community.

The Gospel. Cru isn't just a community who is into itself. Cru is a community that draws its purpose from the life-altering, humility-producing, joy-increasing story of the God who would rather die than live without us.

Captures hearts. Of course our hearts are already captivated, but often by unworthy things. As C.S. Lewis said, "We are half-hearted creatures, fooling about with drink and sex and ambition when infinite joy is offered to us, like an ignorant child who wants to go on making mud pies in a slum because he cannot imagine what is meant by the offer of a holiday at the sea. We are far too easily pleased." Cru aims to be a community that helps every student at Penn State come to see that Jesus is better than all competing things that tempt and tease.

Transforms lives. The gospel teaches us that we are worse off than we would ever care to admit, and more loved than we could ever dare to hope. When we accept these truths deep into our lives they change us. On the one hand they erase all basis for arrogance, leaving us humble. On the other, they erase all reason for despair, giving us great hope. Jesus changes our lives and enables us to obey him out of love rather than fear, and frees us to love others without seeking anything in return.

Launches men and women on a lifelong adventure with Christ. Cru isn't just a club here to entertain you for four years. Our hope is that your involvement in a gospel-soaked community will prepare you for a life of radical love, sacrificial service, cheerful suffering, and deep joy. We hope that as a result of your time learning, leading, and serving in Cru, you will be a better husband and dad, wife and mom. A better worker in whatever field you go into. And above all, an ambassador for Christ to a world that desperately needs to know him.



Cru.

Penn State Cru is the local chapter of
Campus Crusade for Christ
pennstatecru.org

Request for Reconsideration
CRU
Serial Number 85/975341

EXHIBIT B

2/14/12

TRADEMARK CO-EXISTENCE AND CONSENT AGREEMENT

THIS TRADEMARK CO-EXISTENCE AND CONSENT AGREEMENT (this "Agreement") is made and entered into as of March 13, 2012 (the "Effective Date") by and among **CAMPUS CRUSADE FOR CHRIST, INC.**, a California non-profit corporation, with an address of 100 Lake Hart Drive, Orlando, Florida 32832 ("CCCI") and **CAL-CRU COMPANY, INC.**, a North Carolina corporation with an address of P.O. Box 498, 805 South Salisbury Avenue, Granite Quarry, North Carolina 28072-0498 ("Cal-Cru").

Recitals

WHEREAS, CCCI has been using the trademark, "CRU", in interstate commerce in connection with the operation of a campus based international ministry since at least October, 1989, and such use has included use in connection with "clothing, namely, T-shirts, shirts, golf shirts, polo shirts, sweat shirts, caps, jogging suits, jackets, pants, sweat pants, shorts and tennis wear"; and

WHEREAS, CCCI has recently filed a United States federal trademark application (the "Application") for CRU (Serial Number 85975341) use in connection with "clothing, namely, T-shirts, shirts, golf shirts, polo shirts, sweat shirts, caps, jogging suits, jackets, pants, sweat pants, shorts and tennis wear" (the "CRU Mark"); and

WHEREAS, Cal-Cru has been using the trademark "CAL CRU" in interstate commerce in connection with "knitwear sports shirts" in Class 25 since at least January 15, 1975 (the "CAL CRU Mark"), as listed in the United States federal trademark registration (the "Registration") for "CAL CRU" (Registration Number 73449319); and

WHEREAS, the U.S. Patent and Trademark Office has cited the Registration as a conflict to the Application;

WHEREAS, CCCI and Cal-Cru have examined their use of their respective marks, have arrived at an agreement with respect to the foregoing matter, and wish to reduce the terms of that agreement to writing;

WHEREAS, based on each party's experience and knowledge of their respective affairs and long-term use of their respective trademarks without any actual confusion, the parties believe and agree that CCCI's use of the CRU Mark and Cal-Cru's use of the CAL CRU Mark can co-exist and that registration of their respective marks in connection with their respective goods and services should be permitted; and

WHEREAS, the parties desire to enter into this Agreement for the purpose of setting forth their agreed use as to CCCI's CRU Mark and Cal-Cru's CAL CRU Mark;

NOW, THEREFORE, in consideration of the foregoing premises, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Incorporation of Recitals. The foregoing recitals are incorporated herein by reference and form a material part of this Agreement.

2. Purpose of Agreement. The parties acknowledge that the purpose of this Agreement is for the parties to consent to each other's continued co-existence and use of their respective marks as trademarks in connection with their respective services and goods, as described above, and for Cal-Cru to consent to the registration of the CRU Mark.

3. No Evidence of Actual Confusion. The Parties, being familiar with the marketplace in which their respective marks are used, have not encountered any actual confusion in the marketplace and have co-existed since at least 1989. Further, the Parties believe that the use of their respective marks, in accordance with this Agreement will not in the future cause any confusion, mistake or deception in the marketplace.

4. Avoidance of Confusion. The parties agree to take reasonable steps to avoid confusing the public with respect to the use of their respective marks and to consult with one another in good faith should future conditions or developments arise that could create a likelihood of confusion. If either party becomes aware of any actual confusion, then such party agrees to take reasonable steps to dispel the confusion and, in the case of a misdirected communication, direct the communication to the intended party.

5. Co-Existence and Consent to Registration.

(a) CCCI agrees that Cal-Cru may continue to use the CAL CRU Mark for goods in Class 25. CCCI shall not challenge, attempt to cancel, or otherwise contest in any way Cal-Cru's use of the CAL CRU Mark in connection with knitwear sports shirts or other goods in Class 25. CCCI further agrees that it will make no effort to associate its use of the CRU Mark with Cal-Cru's use of the CAL CRU Mark.

(b) Cal-Cru agrees the CCCI may continue to use the CRU Mark as listed in the Application as of the Effective Date and for other goods in Class 25. Cal-Cru consents to the registration of the CRU Mark with the USPTO for the goods identified in the Application and generally for other goods in Class 25. Cal-Cru shall not challenge, attempt to cancel, or otherwise contest in any way CCCI's use of the CRU Mark in connection with promotional clothing items for its organization.

6. No License. This Agreement does not constitute a license to either of the parties to use any mark.

7. No Admissions. This Agreement shall not be construed to be or operate as an admission, concession, inference, presumption of liability by any party.

8. Reservation of Rights. Nothing herein shall preclude any party from objecting to any other mark used by the other party or use of the marks identified herein in a manner not contemplated by this Agreement.

9. Further Assurances. The parties agree to execute such additional documents and to take such further actions as shall be reasonably required to carry out the intent and purpose of this Agreement, including without limit documents requested or required for use in the prosecution of the CRU Mark or the CAL CRU mark at the USPTO. CCCI will bear responsibility for any and all attorney's fees and costs incurred by Cal-Cru to respond and attend to such requests.

10. Expiration of Agreement. The restrictions set forth in this Agreement shall expire if either party affirmatively abandons its use of its respective trademark as identified herein.

11. Entire Agreement; Amendment. This Agreement contains the entire agreement between the parties as to the subject matter hereof. This Agreement supersedes all prior oral and written agreements between the parties with respect to the subject matter hereof. This Agreement may not be modified or amended except in a writing signed by an authorized representative of each party.

12. Governing Law; Venue. This Agreement shall be governed by and interpreted in accordance with the laws of the State of North Carolina, without regard to its conflicts of law provisions.

13. Paragraph Headings; Construction. The paragraph headings in this Agreement are for convenience of reference only and shall not be given any effect in interpreting this Agreement. In the event any provision of this Agreement shall be declared null and void, invalid, or held for any reason to be unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall nevertheless remain in full force and effect, and to this end, the provisions of all covenants, conditions, and terms of this Agreement are deemed separate.

14. Notices. Any and all notices, demands, consents, approvals, offers, elections and other communications required or permitted under this Agreement shall be deemed adequately given if in writing and the same shall be delivered either in hand, or by mail or Federal Express or similar expedited commercial carrier, addressed to the recipient of the notice, post-paid and registered or certified with return receipt requested (if by mail), or with all freight charges prepaid (if by Federal Express or similar carrier). All notices required or permitted to be sent hereunder shall be deemed to have been given for all purposes of this Agreement upon the date of receipt or refusal, except that whenever under this Agreement a notice is either received on a day which is not a business day or is required to be delivered on or before a specific day which is not a business day, the day of receipt or required delivery shall automatically be extended to the next business day. All notices permitted or required to be given hereunder shall be addressed to the address set forth in the opening paragraph to this Agreement.

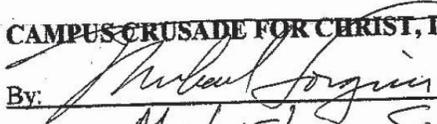
15. Counterparts: Electronic Signatures. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same agreement. Signatures to this Agreement may be exchanged by electronic means and shall have the same legal effect as the exchange of original signatures.

16. Attorneys' Fees. In the event of any controversy, claim or dispute among the parties arising out of or related to this Agreement, the prevailing party shall be entitled to receive from the other party reasonable costs and attorneys' fees that are actually incurred, provided that any attorneys' fees shall be charged at the regular hourly rate of the attorney(s) providing the services.

17. Binding Effect. This Agreement, and any amendments hereto made in accordance herewith, shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, creditors, and assigns, and all other persons with notice or knowledge of this Agreement, whether such notice is constructive or actual.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

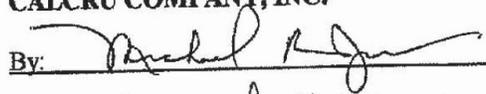
CAMPUS CRUSADE FOR CHRIST, INC.

By: 

Name: MICHAEL SORGIUS

Title: CHIEF OF STAFF

CALCRU COMPANY, INC.

By: 

Name: Michael R Jones

Title: President

Request for Reconsideration
CRU
Serial Number 85/975341

EXHIBIT C



United States Patent and Trademark Office

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Electronic System for Trademark Trials and Appeals

Receipt

Your submission has been received by the USPTO.
 The content of your submission is listed below.
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ESTTA Tracking number: **ESTTA461252**

Filing date: **03/12/2012**

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

Petition for Cancellation

Notice is hereby given that the following party requests to cancel indicated registration.

Petitioner Information

Name	Campus Crusade for Christ, Inc.		
Entity	Corporation	Citizenship	California
Address	100 Lake Hart Drive-3500 Orlando, FL 32832 UNITED STATES		

Correspondence information	Patricia M. Beeber Legal Counsel Campus Crusade for Christ, Inc. 100 Lake Hart Drive-3500 Attn: General Counsel's Office IP Team Orlando, FL 32832 UNITED STATES GCOIP@ccci.org Phone:(407) 826-2661		
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Registration Subject to Cancellation

Registration No	3163276	Registration date	10/24/2006
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Registrant	Hewitt, Gregory 4105 Landerwood Court Greensboro, NC 27405 UNITED STATES
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Goods/Services Subject to Cancellation

Class 025. First Use: 2005/10/08 First Use In Commerce: 2005/10/08 All goods and services in the class are cancelled, namely: Shirts

Grounds for Cancellation

Abandonment	Trademark Act section 14
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Attachments	2012-03-12-Petition for Cancellation-CRU THIK-USPTO Reg 3163276.pdf (4 pages)(167896 bytes)
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Certificate of Service

The undersigned hereby certifies that a copy of this paper has been served upon all parties, at their address record by Overnight Courier on this date.

Signature	/Patricia m. Beeber/
Name	Patricia M. Beeber
Date	03/12/2012

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shirts ("Respondent's Goods") which then became the child application Serial Number 76/977834 which matured into Respondent's Registration.

1. Petitioner owns a valid and subsisting U.S. Trademark Application Serial Number 85/975,341 ("Petitioner's Application") on the Principal Register for CRU ("Petitioner's Mark"), filed December 17, 2010, based on § 1(b) intent-to-use grounds and covering the following goods in International Class 25 "Clothing, namely, T-shirts, shirts, golf shirts, polo shirts, sweat shirts, caps, jogging suits, jackets, pants, sweat pants, shorts, tennis wear." The Petitioner filed an application as Serial Number 85/200344 on December 17, 2010 in International Classes 09, 16, 25, 35, 38, 41 and 45. On May 13, 2011, a Request to Divide was filed dividing out Class 25 "Clothing, namely, T-shirts, shirts, golf shirts, polo shirts, sweat shirts, caps, jogging suits, jackets, pants, sweat pants, shorts, tennis wear ("Petitioner's Goods") which then became the child application Serial Number 85/975341.
2. On September 15, 2011, the Trademark Examining Attorney for Petitioner's Application issued a Final Office Action (the "Action") refusing registration under § 2(d), based, in part, on Respondent's Registration. The Trademark Examining Attorney stated in the Action that "Trademark Act Section 2(d) bars registration of an applied-for mark that so resembles a registered mark that it is likely that a potential consumer would be confused or mistaken or deceived as to the source of the goods and/or services of the applicant and registrant."
3. Respondent's Registration is therefore preventing Petitioner's Mark from registering, which is causing harm and damage to Petitioner. If Respondent is permitted to use and maintain its mark on the Principal Register for Respondent's Goods, such registration and use by Respondent will seriously damage Petitioner, Petitioner's reputation and the goodwill the Petitioner will establish in Petitioner's Mark. Petitioner therefore has standing to bring this cancellation proceeding.
4. If Respondent's Registration remains on the Principal Register, Respondent would have at least a prima facie exclusive right to use its Mark in connection with Respondent's Goods and to prevent Petitioner from using Petitioner's Mark in connection with Petitioner's Goods. Respondent's Registration is therefore a source of damage and injury to Petitioner and Petitioner's Mark.
5. On information and belief, Respondent has abandoned use of Respondent's Mark for Respondents' Goods. Petitioner therefore has grounds to petition to cancel Respondent's Registration under the Lanham Act § 14(3).

THEREFORE, Petitioner prays that this cancellation be granted and that Registration Number 3163276 be cancelled.

Respondent is being served a copy of this Petition for Cancellation, at the correspondence address shown in the TARR record for the Registration, as noted in the attached Certificate of Service.

Patricia M. Beeber, member of the Bar of the State of Florida, and Attorney for the General Counsel's Office of the Petitioner, Campus Crusade for Christ, Inc., is appointed as its duly authorized agent and attorney in the matter of the Cancellation above identified, to prosecute said Cancellation, to

transact all business in the U.S. Patent and Trademark Office and in the U.S. courts in connection with this Cancellation, to sign its name to all papers that may hereafter be filed in connection therewith and to receive all communications related to same including communicating with Petitioner's attorneys by the e-mail address below.

Petitioner has paid the cancellation fee of \$300.00.

Respectfully submitted,

CAMPUS CRUSADE FOR CHRIST, INC.

Date: 3/12/2012

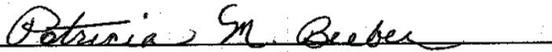
By: Patricia M. Beeber
Patricia M. Beeber
Campus Crusade for Christ, Inc.
100 Lake Hart Drive-3500
Orlando, Florida, 32832
Phone: 407-826-2732
Fax: 407-854-1218
Email: GCOIP@ccci.org
Petitioner

CERTIFICATE OF SERVICE

I hereby certify that on March 12, 2012, true and correct copies of the foregoing PETITION FOR CANCELLATION were served on Respondent at its correspondence address of record:

Gregory Hewitt
4105 Landerwood Court
Greensboro, North Carolina 27405

by Overnight Courier, postage prepaid.


Patricia M. Beeber, Attorney for Petitioner