

## Request for Reconsideration after Final Action

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

Input Field	Entered
<b>SERIAL NUMBER</b>	86233117
<b>LAW OFFICE ASSIGNED</b>	LAW OFFICE 104
<b>MARK SECTION</b>	
<b>MARK FILE NAME</b>	<a href="http://tsdr.uspto.gov/img/86233117/large">http://tsdr.uspto.gov/img/86233117/large</a>
<b>LITERAL ELEMENT</b>	GREENVILLE COLLEGE ILLINOIS LEADERSHIP SERVICE EST. 1892
<b>STANDARD CHARACTERS</b>	NO
<b>USPTO-GENERATED IMAGE</b>	NO
<b>EVIDENCE SECTION</b>	
<b>EVIDENCE FILE NAME(S)</b>	
<b>ORIGINAL PDF FILE</b>	<a href="#">evi_507688125-20150708180743891456_.Seal_-86233117.pdf</a>
<b>CONVERTED PDF FILE(S) (2 pages)</b>	<a href="\\TICRS\EXPORT16\IMAGEOUT16\862\331\86233117\xml9\RFR0002.JPG">\\TICRS\EXPORT16\IMAGEOUT16\862\331\86233117\xml9\RFR0002.JPG</a>
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<b>ORIGINAL PDF FILE</b>	<a href="#">evi_507688125-20150708180743891456_.Greenville_-_Consent_Agreement_-_Signed.pdf</a>
<b>CONVERTED PDF FILE(S) (6 pages)</b>	<a href="\\TICRS\EXPORT16\IMAGEOUT16\862\331\86233117\xml9\RFR0004.JPG">\\TICRS\EXPORT16\IMAGEOUT16\862\331\86233117\xml9\RFR0004.JPG</a>
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<b>DESCRIPTION OF</b>	Attachment 1 is a Request for Reconsideration Argument. Attachment 2 is

<b>EVIDENCE FILE</b>	Evidence in support of the Argument consisting of a Consent Agreement Between Greenville College and North Greenville University.
<b>SIGNATURE SECTION</b>	
<b>RESPONSE SIGNATURE</b>	/Jeffery M. Wilday/
<b>SIGNATORY'S NAME</b>	Jeffery M. Wilday
<b>SIGNATORY'S POSITION</b>	Attorney of record, Illinois bar member
<b>SIGNATORY'S PHONE NUMBER</b>	217-544-8491
<b>DATE SIGNED</b>	07/08/2015
<b>AUTHORIZED SIGNATORY</b>	YES
<b>CONCURRENT APPEAL NOTICE FILED</b>	YES
<b>FILING INFORMATION SECTION</b>	
<b>SUBMIT DATE</b>	Wed Jul 08 18:09:41 EDT 2015
<b>TEAS STAMP</b>	USPTO/RFR-50.76.88.125-20 150708180941626222-862331 17-530ad6eac718031f3ae98 714833490b07ef5a9ff4d9e57 4df199ba63e1c38871-N/A-N/ A-20150708180743891456

## Request for Reconsideration after Final Action

### To the Commissioner for Trademarks:

Application serial no. **86233117** GREENVILLE COLLEGE ILLINOIS LEADERSHIP SERVICE EST. 1892 (Stylized and/or with Design, see <http://tsdr.uspto.gov/img/86233117/large>) has been amended as follows:

#### EVIDENCE

Evidence in the nature of Attachment 1 is a Request for Reconsideration Argument. Attachment 2 is Evidence in support of the Argument consisting of a Consent Agreement Between Greenville College and North Greenville University. has been attached.

#### Original PDF file:

[evi\\_507688125-20150708180743891456 . Seal - 86233117.pdf](#)

Converted PDF file(s) ( 2 pages)

[Evidence-1](#)

[Evidence-2](#)

**Original PDF file:**

[evi\\_507688125-20150708180743891456 . Greenville - Consent Agreement - Signed.pdf](#)

**Converted PDF file(s) ( 6 pages)**

[Evidence-1](#)

[Evidence-2](#)

[Evidence-3](#)

[Evidence-4](#)

[Evidence-5](#)

[Evidence-6](#)

**SIGNATURE(S)**

**Request for Reconsideration Signature**

Signature: /Jeffery M. Wilday/ Date: 07/08/2015

Signatory's Name: Jeffery M. Wilday

Signatory's Position: Attorney of record, Illinois bar member

Signatory's Phone Number: 217-544-8491

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 filing a Notice of Appeal in conjunction with this Request for Reconsideration.

Serial Number: 86233117

Internet Transmission Date: Wed Jul 08 18:09:41 EDT 2015

TEAS Stamp: USPTO/RFR-50.76.88.125-20150708180941626

222-86233117-530ad6eaec718031f3ae9871483

3490b07ef5a9ff4d9e574df199ba63e1c38871-N

/A-N/A-20150708180743891456

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE  
TRADEMARK EXAMINING DIVISION**

Applicant: Greenville College  
Mark: **GREENVILLE COLLEGE ILLINOIS CHARACTER SERVICE EST. 1892**  
Serial No: 86233117  
Filing Date: March 26, 2014

**REQUEST FOR RECONSIDERATION**

Applicant Greenville College submits this Request for Reconsideration seeking registration of its trademark, **GREENVILLE COLLEGE ILLINOIS CHARACTER SERVICE EST. 1892** for “educational services, namely, providing courses of instruction at the collegiate level” with the U.S. Patent and Trademark Office, which assigned the application serial number 86233117. In the Final Office Action issued on January 9, 2015, the Examining Attorney refused the registration of the trademark based on a likelihood of confusion with the marks under U.S. Registration Numbers 4461230, 4516585, and 4487245 – **NORTH GREENVILLE UNIVERSITY**. Greenville College respectfully submits that there is no likelihood of confusion, and a consent agreement with North Greenville University demonstrates that the Section 2(d) refusal should be withdrawn.

**I. AS DEMONSTRATED BY THE CONSENT AGREEMENT BETWEEN GREENVILLE COLLEGE AND NORTH GREENVILLE UNIVERSITY, THERE IS NO LIKELIHOOD OF CONFUSION BETWEEN APPLICANT’S MARK AND THE MARKS CITED BY THE EXAMINING ATTORNEY**

A Consent Agreement by and between Greenville College and North Greenville University (“Consent Agreement”) is attached to this Request for Reconsideration. In the Consent Agreement, North Greenville University consents to the registration of Applicant’s mark assigned Serial Number 86233117, among other marks. North Greenville University also recognizes that

Applicant's mark has established distinctiveness among consumers, there is no evidence of consumer confusion regarding Applicant's mark and the marks cited by the Examining Attorney, North Greenville University's location in South Carolina and Applicant's location in Illinois further prohibits confusion among consumers and potential consumers, and there is no likelihood of confusion between the North Greenville University marks cited by the Examining Attorney and the Applicant's mark. Thus, the Section 2(d) refusal by the Examining Attorney should be removed.

**II. THERE IS NO LIKELIHOOD OF CONFUSION WITH OTHER MARKS**

Applicant restates here, and reincorporates herein, all arguments provided in its December 5, 2014 Response to Office Action regarding the lack of confusion between the applied for mark and the registered marks of North Greenville University cited by the Examining Attorney.

**WHEREFORE**, Greenville College respectfully requests that the Examining Attorney reconsider the application, withdraw the registration refusal, and forward the application to register **GREENVILLE COLLEGE ILLINOIS CHARACTER SERVICE EST. 1892** for "educational services, namely, providing courses of instruction at the collegiate level" for approval for publication.

Respectfully submitted by  
**GREENVILLE COLLEGE**

/s/ Jeffery M. Wilday  
One of its Attorneys

**BROWN, HAY & STEPHENS, LLP**  
Jeffery M. Wilday  
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(217) 544-8491  
jwilday@bhslaw.com

## CONSENT AGREEMENT

This Consent Agreement (“Agreement”) is made this 25th day of June, 2015 by and between **NORTH GREENVILLE UNIVERSITY**, a South Carolina nonprofit corporation with its principle place of business located at 7801 North Tigerville Road, Tigerville, South Carolina 29688 (hereinafter “North Greenville”, and **GREENVILLE COLLEGE**, an Illinois not-for-profit corporation with its principle place of business located at 315 East College Ave, Greenville, Illinois 62246 (hereinafter “Greenville”). North Greenville and Greenville are also referred to herein individually as a “Party” and collectively as the “Parties.”

### **WITNESSETH**

**WHEREAS**, North Greenville is the owner of U.S. Registration Number 4461230 for “NORTH GREENVILLE UNIVERSITY” for educational services, clothing, and related goods and services;

**WHEREAS**, North Greenville is the owner of U.S. Registration Number 4487245 for “NORTH GREENVILLE UNIVERSITY CHRIST MAKES THE DIFFERENCE” for clothing and other related goods;.

**WHEREAS**, North Greenville is the owner of U.S. Registration Number 4516585 for “NORTH GREENVILLE UNIVERSITY CHRIST MAKES THE DIFFERENCE” for clothing and other related goods;

**WHEREAS**, Greenville is the applicant for Trademark Serial Number 86233117 for “GREENVILLE COLLEGE ILLINOIS LEADERSHIP SERVICE EST. 1892” in a seal design for educational services and other related services;

**WHEREAS**, Greenville is the applicant for Trademark Serial Number 86233608 for “GREENVILLE COLLEGE ESTABLISHED 1892” in stylized format for educational services and other related services;

**WHEREAS**, Greenville is the applicant for Trademark Serial Number 86264995 for “GREENVILLE COLLEGE” and a panther head logo for athletic apparel, and related goods;

**WHEREAS**, Greenville is the applicant for Trademark Serial Number 86233622 for “GREENVILLE COLLEGE” for educational services and other related services;

**WHEREAS**, Greenville is the applicant for Trademark Serial Number 86233153 for “GREENVILLE COLLEGE” and a building logo for educational services and other related services;

**WHEREAS**, Exhibit A, attached hereto and incorporated herein, displays examples of the North Greenville registered marks, and the marks for which application is sought by Greenville.

**WHEREAS**, Greenville recognizes the validity of North Greenville's marks and wishes to avoid any conflict therewith;

**WHEREAS**, North Greenville recognizes that Greenville has used the marks for which registration is sought as early as 1892, and such marks have established distinctiveness among consumers;

**WHEREAS**, there is no evidence that the consumers seeking educational services, or associated apparel and clothing, from North Greenville or Greenville are confused as to the source of the services and goods as a result of the marks or advertising of the other Party;

**WHEREAS**, significant differences exist to differentiate the marks of North Greenville and Greenville in the eyes of consumers and the general public;

**WHEREAS**, North Greenville's location in South Carolina and Greenville's location in Illinois further prohibits confusion among consumers and potential consumers;

**WHEREAS**, the Parties agree that there is no likelihood of confusion between the North Greenville trademarks and the trademarks applied for by Greenville.

**WHEREAS**, the Parties enter into this Agreement in order to facilitate the registration of the Greenville marks, and provide further assurances among the Parties;

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. North Greenville Consent to Greenville for Use and Registration. North Greenville consents to the use and registration by Greenville of the trademarks for which registration is sought, as identified herein by Greenville. North Greenville shall not file objections or cancellation petitions adverse to the trademark applications of Greenville.
2. Greenville Consent to North Greenville for Use and Registration. Greenville consents to the continued use of the trademarks identified herein by North Greenville. Greenville shall not file cancellation petitions adverse to the current registrations of North Greenville.
3. Agreement Restrictions. This Agreement is not an admission of wrongdoing by either Party (including but not limited to any violation of common law rights, trademark law, or breach of contract). This Agreement is not intended to convey any intellectual property rights from one Party to the other Party.
4. Filing of Agreement. This Agreement shall be filed and made of record with the United States Patent and Trademark Office. The recording of this agreement shall occur no later than June 29, 2015.



- b. Recitals and Terms of Art. The recitals are an integral part of this Agreement, and therefore made a part thereto. Terms of art used herein shall have the meaning so ascribed.
- c. Captions. The captions and Section numbers of this Agreement are for convenience and in no way define or limit the scope or intent of the Sections of this Agreement.
- d. Jurisdiction and Venue. Relative to any dispute arising out of this Agreement the Parties hereto: (i) consents to the personal jurisdiction of the federal court of competent jurisdiction located in the Federal District Court local to the filing Party; (ii) agrees that such Party will not attempt to deny or defeat such personal jurisdiction by motion or other request for relief from any court; (iii) agrees that such Party will not bring any action relating to this Agreement, or relative to any of the transactions contemplated by this Agreement, in any court other than the aforescribed federal courts; and (iv) agrees that such courts shall have exclusive jurisdiction of all such disputes.
- e. Entire Agreement. This Agreement, including the Recitals and Attachment A hereto, constitutes the entire agreement of the Parties, and supersedes all prior negotiations, offers and agreements, all of which are merged into this Agreement, which may not be amended except by a writing signed by the Party sought to be charged with such amendment.
- f. Counterparts. This Agreement and any amendment hereof may be executed in any number of counterparts and by each Party, each of which when so executed and delivered shall be an original, and all of which together shall constitute one document. In proving this Agreement, it shall not be necessary to produce or account for more than one such counterpart signed by the Party against whom enforcement is sought.
- g. Pronouns. All pronouns used in this Agreement shall be deemed to include masculine, feminine, and neuter, and the plural shall be deemed to include the singular and the singular the plural, whenever necessary or appropriate to effect the intent of the agreement.
- h. Further Assurances. Each Party agrees to:
  - i. Furnish upon request from the other Party such further information;
  - ii. Execute and deliver to the other party such other documents; and
  - iii. Do such other acts and things, as the other party may reasonably request for the purpose of carrying out the intent and purposes of this Agreement.

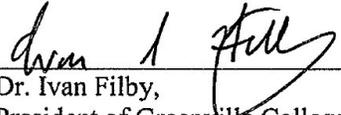
- i. Termination. Agreement shall terminate upon written consent by both Parties.
- j. Severability. If any part or parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.
- k. No Third Parties Benefits. No person other than North Greenville and Greenville, and their successors and assigns, shall have any right of action under this Agreement.
- l. Representation on Authority of Parties/Signatories. Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each Party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such Party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such Party and enforceable in accordance with its terms.

**IN WITNESS WHEREOF**, the parties have entered into this Agreement effective as of the day and year first set forth above.

**NORTH GREENVILLE UNIVERSITY**

By:   
Dr. Randall Fannell,  
Interim President of North Greenville  
University

**GREENVILLE COLLEGE**

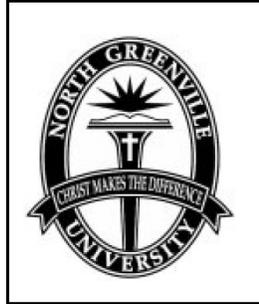
By:   
Dr. Ivan Filby,  
President of Greenville College

**EXHIBIT A**

**NORTH GREENVILLE UNIVERSITY REGISTERED MARKS:**



U.S. Reg. No. 4516585



U.S. Reg. No. 4487245



U.S. Reg. No. 4461230

**GREENVILLE COLLEGE MARKS FOR WHICH APPLICATION IS SOUGHT:**



U.S. Serial No. 86233117



U.S. Serial No. 86233608



U.S. Serial No. 86233622



U.S. Serial No. 86264995



U.S. Serial No. 86233153