

## Request for Reconsideration after Final Action

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

Input Field	Entered
<b>SERIAL NUMBER</b>	86284016
<b>LAW OFFICE ASSIGNED</b>	LAW OFFICE 104
<b>MARK SECTION</b>	
<b>MARK</b>	http://tmng-al.uspto.gov/resting2/api/img/86284016/large
<b>LITERAL ELEMENT</b>	SURECOMFORT
<b>STANDARD CHARACTERS</b>	YES
<b>USPTO-GENERATED IMAGE</b>	YES
<b>MARK STATEMENT</b>	The mark consists of standard characters, without claim to any particular font style, size or color.
<b>ARGUMENT(S)</b>	
<p>Applicant Shurfine Foods, Inc. (“Applicant”) respectfully requests reconsideration of the continued final refusal to register Applicant’s SURECOMFORT mark, U.S. Trademark Appl. Ser. No. 86/284,016 (“the ‘016 Application”), for “adult incontinence products, namely, shampoo and body wash, and personal hygiene cleansing towelettes.” In an Office Action dated November 20, 2015, the ‘016 Application was finally refused under Section 2(d) of the Lanham Act based on a purported likelihood of confusion with the mark SURE COMFORT for “antiseptic hand soap,” U.S. Trademark Reg. No. 822,124 (“the ‘124 Registration”), owned by GEA Farm Technologies, Inc. (“Registrant”), ownership that is now reflected in the Trademark Office’s records. (<i>See</i> Ex. 5 (current owner information from TSDR); Ex. 6 (trademark assignment abstract of title); Ex. 7-8 (name change documents).)[1]</p> <p>Applicant and Registrant entered into a consent agreement (“Consent Agreement”) with respect to their respective marks, effective July 2, 2015. (<i>See</i> Consent Agreement, Ex. 1.) In the Consent Agreement, Applicant acknowledged its ownership of U.S. Trademark Reg. No. 2,775,641 for the mark SURECOMFORT for “adult incontinence products, namely, diapers and incontinence garments,” as well as its ownership of the ‘016 Application for additional adult incontinence products. (<i>Id.</i> ¶ 3.) Applicant also acknowledged that it uses SURECOMFORT “in association with adult incontinence products sold through grocery, drug, and convenience stores to general retail consumers.” (<i>Id.</i> ¶ 5.) Registrant acknowledged its ownership of the ‘124 Registration, and acknowledged that it uses SURE COMFORT “in association with antiseptic hand soap primarily used in the dairy and farming industries, sold through dairy and farm supply stores and dealers, and by direct sales, to consumers in the dairy and farming, food preparation and sanitation industries.” (<i>Id.</i> ¶¶ 2, 6.) Both parties consented to and agreed not to object to each other’s use of their mark so long as that use continues to be substantially as set forth in the Consent Agreement. (<i>Id.</i> ¶¶ 8-9.) The parties also agreed that confusion between their respective marks was unlikely “inter alia, because of differences in the nature of their goods, the trade channels through which their goods travel, the intended uses of their goods, and the intended consumers of their goods.” (<i>Id.</i> ¶ 4.) The parties agreed that their marks “have coexisted for many years without any actual confusion,” [2] and that given the differences in respective usage, both parties’ marks “can and will continue to coexist without any actual confusion.” (<i>Id.</i> ¶ 7.) The parties further agreed to take steps to address and eliminate any actual or likely confusion that might arise in the future. (<i>Id.</i> ¶ 10.)</p> <p>Substantial weight should be given to the parties’ Consent Agreement and, in light of the Consent Agreement, Applicant’s mark should be allowed to register. <i>See</i> TMEP 1207.07(d)(viii). As the Court of Customs and Patent Appeals explained in <i>In re E. I. du Pont de Nemours &amp; Co.</i>,</p> <p>[W]hen those most familiar with use in the marketplace and most interested in precluding confusion enter agreements designed to avoid it, the scales of evidence are clearly tilted. It is at least difficult to maintain a subjective view that confusion will occur when those directly concerned say it won’t. A mere <i>assumption</i> that confusion is likely will rarely prevail against uncontroverted evidence from those on the firing line that it is not.</p>	

*In re E. I. du Pont de Nemours & Co.*, 476 F.2d 1357, 1363 (CCPA 1973). Indeed, the weight to be given to agreements such as the one entered here “should be substantial.” *Id.*; see also *In re Richard Bertram & Co.*, 203 USPQ 286, 289 (TTAB 1979) (consent agreements outlining why confusion has not occurred and will not occur in the future should be accorded considerable weight).

As acknowledged by Applicant and Registrant in the Consent Agreement, the parties’ goods are not identical, do not travel in the same trade channels, and are not marketed to the same consumers. Applicant’s goods are adult incontinence products, sold through grocery, drug, and convenience stores to general retail consumers. (Consent Agreement, Ex. 1, ¶ 5; see also Ex. 2 (product listings and where-to-find information for Applicant’s SURECOMFORT adult incontinence products).) Conversely, Registrant’s antiseptic hand soap is primarily used in the dairy and farming industries, sold through dairy and farm supply stores and dealers, and by direct sales, to consumers in the dairy and farming, food preparation and sanitation industries. (Consent Agreement, Ex. 1, ¶ 6; see also Ex. 3-4 (exemplary product listings on dairy and farm supply websites Leedstone and Hamby Dairy Supply for Registrant’s SURE COMFORT antiseptic hand soap).) Both parties’ marks have coexisted for more than thirteen years without any actual confusion.[3] The parties concluded that confusion is unlikely to occur between their respective uses of their respective marks. That conclusion, based on actual evidence, should be accorded great weight. *In re Du Pont*, 476 F.2d at 1363; *In re Richard Bertram*, 203 USPQ at 289; see also *In re Loew’s Theatres, Inc.*, 197 USPQ 183 (TTAB 1977) (consent to registration coupled with differences in goods plus positive affirmation by consenting registrant and applicant to remain clear of each other’s marketing and trade channels are weighty evidence which, when considered as part of record as a whole, may lead to conclusion that there is no likelihood of confusion).

*In re Radiant Color Co.*, 156 USPQ 703 (TTAB 1968), is illustrative. There, the Board reversed a refusal to register RADIANT for non-sensitized paper coated with fluorescent material, sold in bulk for further processing or packaging, in light of a prior registration for RADIANT for loose paper for drawing and other art purposes used as school supplies. Although the marks were identical and both parties’ goods could be broadly characterized as paper products, the actual goods were different, the channels of trade were different, and these differences were sufficient to raise a doubt as to likelihood of confusion. Additionally, the RADIANT registrant consented to the applicant’s registration of RADIANT for the applicant’s goods. While the consent letter was not controlling, the letter, coupled with a lack of past confusion, as well as the differences in the goods, marketing, and types of purchasers led the Board to believe confusion was not likely. See also *In re Transitel Int’l Corp.*, 149 USPQ 794 (TTAB 1966) (concluding reasonable doubt as to the question of likelihood of confusion existed, which was resolved in favor of the applicant, where the goods in the application and the cited registration were different and the registrant consented to the applicant’s use and registration on the basis of the noncompetitive nature of the parties’ goods). Cf. *In re Harvey Aluminum Inc.*, 161 USPQ 366 (TTAB 1969) (finding letter of consent to registration insufficient where the involved goods were sold side-by-side in the same stores under substantially identical marks such that there could be no doubt but that there would be a likelihood of confusion).

Similar to *In re Radiant*, here the parties’ goods are different,[4] the channels of trade are different, and the consumers are different. These differences are sufficient to give rise to a doubt as to likelihood of confusion. Where, as here, there is a reasonable doubt as to likelihood of confusion and the prior user has given consent to the subsequent user’s use and registration, registration should not be denied. *In re Nat’l Distillers & Chem. Corp.*, 132 USPQ 271, 274 (CCPA 1962) (where examiner has reasonable doubt as to likelihood of confusion, consent should have important “persuasive effect”); *In re Variety Supply Co.*, 137 USPQ 387 (TTAB 1963) (where there is an element of doubt as to likelihood of confusion between applicant’s and registrant’s marks, registrant’s consent should resolve doubt in applicant’s favor); *Swedish Beer Export Co. Aktiebolag v. Canada Dry Corp.*, 176 USPQ 59, 60 (CCPA 1972) (consent by owner of allegedly similar mark to use and registration of mark mitigates doubt as to likelihood of confusion); *In re N.A.D. Inc.*, 221 USPQ 1115, 1118 (TTAB 1984) (“[W]here there is doubt as to the likelihood of confusion a consent agreement can help resolve that doubt in favor of the applicant.”).

“[P]arties are presumed to be familiar with the trade and marketing practices surrounding the goods and trademarks concerned. Therefore, the acquiescence of a registrant in a concurrent use of another for a similar mark on different goods in the belief he will not be injured is evidence that there is little likelihood of confusion on the part of the public.” *Swedish Beer*, 176 USPQ at 60. In light of the reasonable doubt as to likelihood of confusion in this case, as well as Registrant’s consent to Applicant’s use and registration of SURECOMFORT for the applied-for adult incontinence products, the final refusal under Section 2(d) should be withdrawn, and Applicant’s mark should be allowed to register.

#### CONCLUSION

For the reasons set forth above, Applicant respectfully requests that Applicant’s SURECOMFORT mark for “adult incontinence products, namely, shampoo and body wash, and personal hygiene cleansing towelettes,” U.S. Trademark Appl. Ser. No. 86/284,016, be allowed to register.

[1] The final refusal was continued in an Office Action dated January 15, 2016, on the grounds that “the consent agreement is not signed by the registrant of record.” The name change documents recently recorded (Ex. 7-8) have corrected this issue. (See Ex. 5 (printout from TSDR showing currently owner information); Ex. 6 (trademark assignment abstract of title).)

[2] The ‘124 Registration claims a date of first use of January 13, 1966. Applicant has been using SURECOMFORT in commerce for adult incontinence products since at least April 2002. (See U.S. Trademark Reg. No. 2,775,641.)

[3] See note 2, *supra*.

[4] Indeed, in arguing that Applicant’s adult incontinence products are “related” to Registrant’s antiseptic hand soap (see Final Office Action at 5), the examining attorney has acknowledged Applicant’s and Registrant’s goods are not identical.

**EVIDENCE SECTION**

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<b>SIGNATURE SECTION</b>	
<b>RESPONSE SIGNATURE</b>	/Delfina S. Homen/
<b>SIGNATORY'S NAME</b>	Delfina S. Homen
<b>SIGNATORY'S POSITION</b>	Attorney of record, Oregon bar member
<b>SIGNATORY'S PHONE NUMBER</b>	503-222-3613
<b>DATE SIGNED</b>	02/29/2016
<b>AUTHORIZED SIGNATORY</b>	YES
<b>CONCURRENT APPEAL NOTICE FILED</b>	YES
<b>FILING INFORMATION SECTION</b>	
<b>SUBMIT DATE</b>	Mon Feb 29 18:45:10 EST 2016
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### Request for Reconsideration after Final Action

#### To the Commissioner for Trademarks:

Application serial no. **86284016** SURECOMFORT(Standard Characters, see <http://tmng-al.uspto.gov/resting2/api/img/86284016/large>) has been amended as follows:

## ARGUMENT(S)

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

Applicant Shurfine Foods, Inc. (“Applicant”) respectfully requests reconsideration of the continued final refusal to register Applicant’s SURECOMFORT mark, U.S. Trademark Appl. Ser. No. 86/284,016 (“the ‘016 Application”), for “adult incontinence products, namely, shampoo and body wash, and personal hygiene cleansing towelettes.” In an Office Action dated November 20, 2015, the ‘016 Application was finally refused under Section 2(d) of the Lanham Act based on a purported likelihood of confusion with the mark SURE COMFORT for “antiseptic hand soap,” U.S. Trademark Reg. No. 822,124 (“the ‘124 Registration”), owned by GEA Farm Technologies, Inc. (“Registrant”), ownership that is now reflected in the Trademark Office’s records. (See Ex. 5 (current owner information from TSDR); Ex. 6 (trademark assignment abstract of title); Ex. 7-8 (name change documents).)[1]

Applicant and Registrant entered into a consent agreement (“Consent Agreement”) with respect to their respective marks, effective July 2, 2015. (See Consent Agreement, Ex. 1.) In the Consent Agreement, Applicant acknowledged its ownership of U.S. Trademark Reg. No. 2,775,641 for the mark SURECOMFORT for “adult incontinence products, namely, diapers and incontinence garments,” as well as its ownership of the ‘016 Application for additional adult incontinence products. (*Id.* ¶ 3.) Applicant also acknowledged that it uses SURECOMFORT “in association with adult incontinence products sold through grocery, drug, and convenience stores to general retail consumers.” (*Id.* ¶ 5.) Registrant acknowledged its ownership of the ‘124 Registration, and acknowledged that it uses SURE COMFORT “in association with antiseptic hand soap primarily used in the dairy and farming industries, sold through dairy and farm supply stores and dealers, and by direct sales, to consumers in the dairy and farming, food preparation and sanitation industries.” (*Id.* ¶¶ 2, 6.) Both parties consented to and agreed not to object to each other’s use of their mark so long as that use continues to be substantially as set forth in the Consent Agreement. (*Id.* ¶¶ 8-9.) The parties also agreed that confusion between their respective marks was unlikely “inter alia, because of differences in the nature of their goods, the trade channels through which their goods travel, the intended uses of their goods, and the intended consumers of their goods.” (*Id.* ¶ 4.) The parties agreed that their marks “have coexisted for many years without any actual confusion,” [2] and that given the differences in respective usage, both parties’ marks “can and will continue to coexist without any actual confusion.” (*Id.* ¶ 7.) The parties further agreed to take steps to address and eliminate any actual or likely confusion that might arise in the future. (*Id.* ¶ 10.)

Substantial weight should be given to the parties’ Consent Agreement and, in light of the Consent Agreement, Applicant’s mark should be allowed to register. See TMEP 1207.07(d)(viii). As the Court of Customs and Patent Appeals explained in *In re E. I. du Pont de Nemours & Co.*,

[W]hen those most familiar with use in the marketplace and most interested in precluding confusion enter agreements designed to avoid it, the scales of evidence are clearly tilted. It is at least difficult to maintain a subjective view that confusion will occur when those directly concerned say it won’t. A mere *assumption* that confusion is likely will rarely prevail against uncontroverted evidence from those on the firing line that it is not.

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As acknowledged by Applicant and Registrant in the Consent Agreement, the parties’ goods are not identical, do not travel in the same trade channels, and are not marketed to the same consumers. Applicant’s goods are adult incontinence products, sold through grocery, drug, and convenience stores to general retail consumers. (Consent Agreement, Ex. 1, ¶ 5; see also Ex. 2 (product listings and where-to-find information for Applicant’s SURECOMFORT adult incontinence products).) Conversely, Registrant’s antiseptic hand soap is primarily used in the dairy and farming industries, sold through dairy and farm supply stores and dealers, and by direct sales, to consumers in the dairy and farming, food preparation and sanitation industries. (Consent Agreement, Ex. 1, ¶ 6; see also Ex. 3-4 (exemplary product listings on dairy and farm supply websites Leedstone and Hamby Dairy Supply for Registrant’s SURE COMFORT antiseptic hand soap).) Both parties’ marks have coexisted for more than thirteen years without any actual confusion.[3] The parties concluded that confusion is unlikely to occur between their respective uses of their respective marks. That conclusion, based on actual evidence, should be accorded great weight. *In re Du Pont*, 476 F.2d at 1363; *In re Richard Bertram*, 203 USPQ at 289; see also *In re Loew’s Theatres, Inc.*, 197 USPQ 183 (TTAB 1977) (consent to registration coupled with differences in goods plus positive affirmation by consenting registrant and applicant to remain clear of each other’s marketing and trade channels are weighty evidence which, when considered as part of record as a whole, may lead to conclusion that there is no likelihood of confusion).

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registration for RADIANT for loose paper for drawing and other art purposes used as school supplies. Although the marks were identical and both parties' goods could be broadly characterized as paper products, the actual goods were different, the channels of trade were different, and these differences were sufficient to raise a doubt as to likelihood of confusion. Additionally, the RADIANT registrant consented to the applicant's registration of RADIANT for the applicant's goods. While the consent letter was not controlling, the letter, coupled with a lack of past confusion, as well as the differences in the goods, marketing, and types of purchasers led the Board to believe confusion was not likely. *See also In re Transitel Int'l Corp.*, 149 USPQ 794 (TTAB 1966) (concluding reasonable doubt as to the question of likelihood of confusion existed, which was resolved in favor of the applicant, where the goods in the application and the cited registration were different and the registrant consented to the applicant's use and registration on the basis of the noncompetitive nature of the parties' goods). *Cf. In re Harvey Aluminum Inc.*, 161 USPQ 366 (TTAB 1969) (finding letter of consent to registration insufficient where the involved goods were sold side-by-side in the same stores under substantially identical marks such that there could be no doubt but that there would be a likelihood of confusion).

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### CONCLUSION

For the reasons set forth above, Applicant respectfully requests that Applicant's SURECOMFORT mark for "adult incontinence products, namely, shampoo and body wash, and personal hygiene cleansing towelettes," U.S. Trademark Appl. Ser. No. 86/284,016, be allowed to register.

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[3] *See* note 2, *supra*.

[4] Indeed, in arguing that Applicant's adult incontinence products are "related" to Registrant's antiseptic hand soap (*see* Final Office Action at 5), the examining attorney has acknowledged Applicant's and Registrant's goods are not identical.

### EVIDENCE

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Converted PDF file(s) ( 3 pages)

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[Evidence-2](#)

[Evidence-3](#)

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[Evidence-2](#)

[Evidence-3](#)

[Evidence-4](#)

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[Evidence-2](#)

[Evidence-3](#)

[Evidence-4](#)

**SIGNATURE(S)**

**Request for Reconsideration Signature**

Signature: /Delfina S. Homen/ Date: 02/29/2016

Signatory's Name: Delfina S. Homen

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

Signatory's Phone Number: 503-222-3613

The signatory has confirmed that he/she is an attorney who is a member in good standing of the bar of the highest court of a U.S. state, which includes the District of Columbia, Puerto Rico, and other federal territories and possessions; and he/she is currently the owner's/holder's attorney

or an associate thereof; and to the best of his/her knowledge, if prior to his/her appointment another U.S. attorney or a Canadian attorney/agent not currently associated with his/her company/firm previously represented the owner/holder in this matter: (1) the owner/holder has filed or is concurrently filing a signed revocation of or substitute power of attorney with the USPTO; (2) the USPTO has granted the request of the prior representative to withdraw; (3) the owner/holder has filed a power of attorney appointing him/her in this matter; or (4) the owner's/holder's appointed U.S. attorney or Canadian attorney/agent has filed a power of attorney appointing him/her as an associate attorney in this matter.

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

Serial Number: 86284016

Internet Transmission Date: Mon Feb 29 18:45:10 EST 2016

TEAS Stamp: USPTO/RFR-XXX.XXX.XXX.X-2016022918451052

7246-86284016-5508129647e1c5c4e718189108

66d83166d262e335d6d1315fc7a4738b7f707384

-N/A-N/A-20160229183542899893

# **EXHIBIT 1**

## TRADEMARK CONSENT AGREEMENT

1. This is a mutual agreement ("Agreement") between SHURFINE FOODS, INC., an Illinois corporation ("Shurfine") having a principal place of business at 6700 S.W. Sandburg Street, Tigard, Oregon 97223, and GEA FARM TECHNOLOGIES, INC., a Delaware corporation ("GEA") having a principal place of business at 1880 Country Farm Drive, Naperville, Illinois 60563, concerning their respective trademarks.

2. GEA is the owner of U.S. Trademark Registration No. 822,124 for the mark SURE COMFORT for "antiseptic hand soap" in IC003 (the "GEA Mark").

3. Shurfine is the owner of U.S. Trademark Registration No. 2,775,641 for the mark SURECOMFORT for "adult incontinence products, namely, diapers and incontinence garments" in IC005, and U.S. Trademark Application No. 86/284,016 for the mark SURECOMFORT for "adult incontinence products, namely, shampoo and body wash, and personal hygiene cleansing towelettes" in IC005 (collectively, the "Shurfine Marks").

4. Provided Shurfine and GEA comply with the terms herein, Shurfine and GEA believe that confusion is unlikely between their respective uses, inter alia, because of differences in the nature of their goods, the trade channels through which their goods travel, the intended uses of their goods, and the intended consumers of their goods.

5. Shurfine uses the Shurfine Marks in association with adult incontinence products sold through grocery, drug, and convenience stores to general retail consumers.

6. GEA uses the GEA Mark in association with antiseptic hand soap primarily used in the dairy and farming industries, sold through dairy and farm supply stores and dealers, and by direct sales, to consumers in the dairy and farming, food preparation and sanitation industries.

7. The SURECOMFORT mark as used with adult incontinence products, namely, diapers and incontinence garments and the GEA Mark as used with antiseptic hand soap have coexisted for many years without any actual confusion. The parties believe that given the differences set forth in Paragraph 4 of this Agreement, and provided the parties' respective uses continue to be substantially as set forth in Paragraphs 5 and 6 of this Agreement and the parties comply with the terms herein, the Shurfine Marks and the GEA Mark can and will continue to coexist without any actual confusion.

8. GEA consents to and agrees not to object to Shurfine's use and registration of the Shurfine Marks, and agrees not to seek to cancel registration of the same or oppose future applications thereof, so long as Shurfine's use of the Shurfine Marks continues to be substantially as set forth in Paragraph 5 of this Agreement.

9. Shurfine consents to and agrees not to object to GEA's use and registration of the GEA Mark, and agrees not to seek to cancel registration of the same or oppose future applications thereof, so long as GEA's use of the GEA Mark continues to be substantially as set forth in Paragraph 6 of this Agreement.

10. Shurfine and GEA agree that should a likelihood of confusion arise, the parties will take appropriate measures to address and eliminate such likelihood. In the event that either party becomes aware of any actual confusion or mistake occurring as a result of their uses of their respective marks, the parties agree to communicate the details of each such instance to each other, and to cooperate reasonably and to take reasonable steps to abate the cause of confusion or mistake, and to prevent any such confusion or mistake from arising again.

11. The parties agree to sign such further documents and agreements as may be reasonably necessary to effect the intent of this Agreement, such as consent agreements for filing in the United States Patent and Trademark Office or other trademark offices to permit a party to secure registration consistent with this Agreement.

12. This Agreement shall remain in effect so long as GEA has not abandoned the use of the GEA Mark and Shurfine has not abandoned the use of the Shurfine Marks.

13. This Agreement shall be binding on and inure to the benefit of the parties and their successors and assigns.

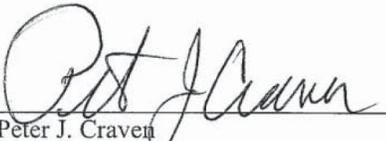
14. This Agreement may be executed by the parties in counterparts, each of which shall be deemed an original.

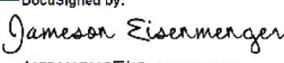
15. By signing below, each party warrants and represents that the person signing this Agreement on its behalf has authority to bind that party.

This Agreement is effective as of the date signed by the later signing party.

Shurfine Foods, Inc.

GEA Farm Technologies, Inc.

By   
Peter J. Craven  
Assistant Secretary/Treasurer

DocuSigned by:  
By   
Name Jameson Eisenmenger  
Title Vice President - Legal & HR

Dated: 6-22-15

Dated: 7/1/2015 | 09:34 AM PT

DocuSigned by:  
By   
Name Matt Daley  
Title President and CEO

Dated: 7/2/2015 | 07:54 AM PT

## **EXHIBIT 2**



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## Products

Our premium quality products can be found throughout our grocery stores. Your satisfaction is guaranteed for each and every item.

Just click on one of the Product Categories then click on the Product in that category to get detailed information about the product. We continue to add new products throughout the year, so check our New Products page often, or the Product Categories and Products to see what's new.

Some stores do not carry all of our products. Ask your local retailer if they will be carrying these new items.



### Products

- BABY
- BAKING
- BREAKFAST AND CEREAL
- CAN FRUIT AND VEGETABLES
- CANNED MEATS AND SEAFOOD
- CHARCOAL AND LOGS
- CLEANING AND LAUNDRY
- COFFEE, TEA AND BEVERAGES
- CONDIMENTS, SALAD DRESSING, SPICES AND SEASONINGS
- COOKIES, CRACKERS, SNACKS AND CANDY
- DAIRY/DELI
- FROZEN FOODS
- HOME AND OFFICE SUPPLIES
- HOUSEHOLD SUPPLIES
- PAPER AND PLASTIC PRODUCTS
- PASTA, RICE, DRIED BEANS AND SIDES
- PEANUT BUTTER, JAMS, JELLIES AND HONEY
- PERSONAL CARE AND FIRST AID
- PET FOOD AND PET SUPPLIES
- PICKLES AND OLIVES
- PREPARED FOOD AND SOUPS

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- BAKING
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- CANNED MEATS AND SEAFOOD
- CHARCOAL AND LOGS
- CLEANING AND LAUNDRY
- COFFEE, TEA AND BEVERAGES
- CONDIMENTS, SALAD DRESSING, SPICES AND SEASONINGS
- COOKIES, CRACKERS, SNACKS AND CANDY
- DAIRY/DELI
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- PAPER AND PLASTIC PRODUCTS
- PASTA, RICE, DRIED BEANS AND SIDES
- PEANUT BUTTER, JAMS, JELLIES AND HONEY
- PERSONAL CARE AND FIRST AID
- PET FOOD AND PET SUPPLIES
- PICKLES AND OLIVES
- PREPARED FOOD AND SOUPS

HOME > PRODUCTS > PRODUCT SEARCH

Search Results

Showing Results for 'sure comfort'



**Sure Comfort Feminine Bladder Control Pads**  
20 CT



**Sure Comfort Feminine Bladder Control Pads with Omni-Odor Guard Plus**  
39 CT



**Sure Comfort Personal Washcloths**  
48 CT



**Sure Comfort Protective Underwear for Men X-Large**  
18 CT



**Sure Comfort Protective Underwear for Women Large**  
18 CT



**Sure Comfort Protective Underwear for Women Medium**  
20 CT



**Sure Comfort Underpads**  
18 CT

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Products

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- CLEANING AND LAUNDRY
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- COOKIES, CRACKERS, SNACKS AND CANDY
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- PAPER AND PLASTIC PRODUCTS
- PASTA, RICE, DRIED BEANS AND SIDES
- PEANUT BUTTER, JAMS, JELLIES AND HONEY
- PERSONAL CARE AND FIRST AID
- PET FOOD AND PET SUPPLIES
- PICKLES AND OLIVES
- PREPARED FOOD AND SOUPS

HOME > PRODUCTS > PRODUCT SEARCH



Search Results

Showing Results for 'surecomfort'



**SureComfort Rinse-Free Foaming Shampoo & Body Wash**  
1.7 OZ

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## **EXHIBIT 3**



## Sure Comfort®

GEA

**Be the first to review this product.**

A liquid hand soap that is strong yet gentle enough to be used as a shampoo. Enriched with Lanolin. Kills bacteria on contact. Phosphate-free.

**FOB - There is always a shipping charge for orders on the 1 gal size.**

PRODUCT DETAIL	UNIT PRICE	QUANTITY	
Sure Comfort® (16 oz)	\$9.00	0	ADD TO LIST ▾
Sure Comfort® (1 gal)	\$32.28	0	ADD TO LIST ▾

ADD TO CART

PRODUCT DETAILS INSTRUCTIONS FOR USE CUSTOMER REVIEWS

### Features / Benefits

- Quick and thorough cleaning of even the dirtiest hands.
- Concentrated formula; only requires a small amount of product.
- Conditions skin while it cleans.

### Specifications

- For external use only.
- Prevent from freezing. Store in a cool, dry place out of direct sunlight.



## Who We Are

Founded by veterinarians in the heart of Stearns County, Minnesota, Leedstone is family-owned and exists to help dairy and beef farms of all sizes care for their animals.

With first-hand experience in this industry, we hold a strong belief that animal health required a partnership. So, we're committed to providing the service, communication and expertise to help you make the right decisions for your business.

## Our Commitment to You

With agricultural, livestock and veterinary commitments of our own, we understand the need for fast access to the products and solutions you need. As business people, you expect that and we provide it.

That's why when you order from us, we promise to:

- Guarantee 100% satisfaction, and the lowest prices
- Make every attempt to ship your orders the same day
- Give personalized attention to each order and service request
- Do all we can to ensure safe delivery of your order
- Provide you with the expert service and unwavering support that can only come from someone who's been there

It all helps bring the cornerstone of your livelihood—your animals—to their peak health and performance.

# **EXHIBIT 4**



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dairy supply

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- › Sheep Milking Equipment
- › Cow Milking Equipment
- › Surge Bucket Milker
- › Pipeline Milking Equipment & Spare Parts
- › CIP Pipeline Cleaning
- › Milk Quality Testing
- › Fresh Cow Pails, buckets, lids
- › Quarter Milkers
- › Bucket Milker Cleaning Products & Equipment
- › Milk Barn Supplies
- › Udder Care
- › Vacuum Pumps, Regulators & gauges
- › Stanchions, parlor stalls, Milk Stands
- › Sydel Goat and Sheep Equipment
- › Animal Care - Cow
- › Animal Care - Goat & Sheep
- › Livestock Supplies
- › Feeding Supplies - Calf, Kid & Lamb
- › Hanging Scales
- › Milk Processing - Making Cheese, Butter & Yogurt
- › Milk Storage and Transport
- › Milk Cooling Tanks, Plate Coolers & FreeHeaters
- › Brewery & Wine Making Equipment
- › Soap Making Supplies
- › Books, Videos, Magazines, Signs
- › Barn Cooling Fans
- › Boots
- › Premier Water Conditioners

Shop by Brand ▶

Home :: Milk Barn Supplies :: Towels, Teat Wipes, Towel Dispensers, Aprons, Laundry Detergent :: Sure Comfort Liquid Hand Soap with Antiseptic



hambydairysupply

SEND TO FRIEND

### Sure Comfort Liquid Hand Soap with Antiseptic

SKU: 7751-0240-397G

\$33.50

Quantity:

ADD TO CART

Add to wish list

Download MSDS

Download MSDS Form

Ask a question about this product

Product Details:

- Concentrated  
Quick and thorough cleaning of even the dirtiest hands requires only a small amount of Sure Comfort
- Soothing  
Contains lanolin for skin conditioning
- Gentle  
Combination of Triclosan and Lanolin provide antiseptic action while conditioning the skin

Environmentally friendly. Biodegradable. Dissipates in Septic systems.

Used for years by veterinarians and farmers before and after handling animals.

Ideal for Milk Rooms. Have on hand for your milker staff and milk haulers

Sold by Surge on their farm trucks for 30 plus years.

Now available to you via UPS or pick up at our warehouse in Maysville Missouri

27 lb Ships UPS

Customers Also Bought

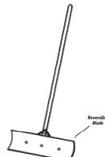
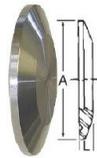
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- ▶ Video Contest

<p>No image available</p>		
<p><b>Pneumatic Pulsator for Condé Goat Bucket Milker SAC style</b>  <b>\$299.00</b></p>	<p><b>BARN SCRAPER - Choice of 3 sizes</b>  <b>\$38.00</b></p>	<p><b>2 inch SP Y-Ball Check Valve</b>  <b>\$975.00</b></p>
		
<p><b>End Cap SS Tri-clamp style 3 inch</b>  <b>\$12.92</b></p>	<p><b>Metatron® Apex Front Cover - by GEA WestfaliaSurge</b>  <b>\$97.20</b></p>	<p><b>TCR Top Clip - Bridle</b>  <b>\$6.80</b></p>
		
<p><b>Yellow Plastic Neck Chain - per foot</b>  <b>\$0.89</b></p>	<p><b>12.5 inch Tuffy Milk Filter Disks (case)</b>  <b>\$169.00</b></p>	<p><b>Goat &amp; Sheep Field Drinker 85 gallon</b>  <b>\$336.00</b></p>

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# **EXHIBIT 5**

**Intermittent TSDR Problems**

TSDR is currently experiencing intermittent technical difficulties and users may be unable to access documents. The problem is being addressed by staff at the USPTO. We sincerely apologize for any inconvenience this may cause.

STATUS

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**Generated on:** This page was generated by TSDR on 2016-02-29 17:58:44 EST

**Mark:** SURE COMFORT

No Image exists for this case.

**US Serial Number:** 72243531

**Application Filing Date:** Apr. 15, 1966

**US Registration Number:** 822124

**Registration Date:** Jan. 10, 1967

**Register:** Principal

**Mark Type:** Trademark

**Status:** The Trademark Trial and Appeal Board has terminated a cancellation proceeding. For further information, see the Trademark Trial and Appeal Board web page.

**Status Date:** Jul. 23, 2015

### ▲ Mark Information

### ▲ Goods and Services

### ▲ Basis Information (Case Level)

### ▼ Current Owner(s) Information

**Owner Name:** GEA FARM TECHNOLOGIES, INC.

**Owner Address:** 1880 COUNTRY FARM DRIVE  
NAPERVILLE, ILLINOIS UNITED STATES 60563

**Legal Entity Type:** CORPORATION

**State or Country Where Organized:** DELAWARE

### ▲ Attorney/Correspondence Information

### ▲ Prosecution History

### ▲ Maintenance Filings or Post Registration Information

▲ **TM Staff and Location Information**

▲ **Assignment Abstract Of Title Information**

▲ **Proceedings - Click to Load**

# **EXHIBIT 6**



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## Assignments on the Web > [Trademark Query](#)

### Trademark Assignment Abstract of Title

#### Total Assignments: 9

Serial #: [72243531](#)

Filing Dt: 04/15/1966

Reg #: [822124](#)

Reg. Dt: 01/10/1967

Registrant: BABSON BROS. CO.

Mark: SURE COMFORT

#### Assignment: 1

Reel/Frame: [2068/0488](#)

Recorded: 05/01/2000

Pages: 8

Conveyance: MERGER

Assignor: [BABSON BROS. CO.](#)

Exec Dt: 03/05/1999

Entity Type: CORPORATION

Citizenship: ILLINOIS

Entity Type: LIMITED LIABILITY COMPANY

Citizenship: DELAWARE

Assignee: [MALTEC, LLC](#)

1880 COUNTRY FARM DRIVE  
NAPERVILLE, ILLINOIS 60563

Correspondent: LATHROP & CLARK LLP  
SHELLEY J. SAFER, ESQ.  
740 REGENT STREET  
MADISON, WI 53701-1507

#### Assignment: 2

Reel/Frame: [1922/0414](#)

Recorded: 07/13/1999

Pages: 7

Conveyance: MERGER

Assignor: [BABSON BROS. CO.](#)

Exec Dt: 03/08/1999

Entity Type: CORPORATION

Citizenship: NONE

Entity Type: UNKNOWN

Citizenship: NONE

Assignee: [MALTEC, LLC](#)

1880 COUNTRY FARM DRIVE  
NAPERVILLE, ILLINOIS 60563

Correspondent: MORGAN, LEWIS & BOCKIUS LLP  
JOHANNA L. WERBACH  
1800 M STREET, N.W.  
WASHINGTON, DC 20036  
ATTN: TMSU

#### Assignment: 3

Reel/Frame: [1922/0421](#)

Recorded: 07/13/1999

Pages: 6

Conveyance: CHANGE OF NAME

Assignor: [MALTEC, LLC](#)

Exec Dt: 04/09/1999

Entity Type: UNKNOWN

Citizenship: NONE

Entity Type: LIMITED LIABILITY COMPANY

Citizenship: DELAWARE

Assignee: [WESTFALIA-SURGE LLC](#)

1880 COUNTRY FARM DRIVE  
NAPERVILLE, ILLINOIS 60563

Correspondent: MORGAN, LEWIS & BOCKIUS LLP  
JOHANNA L. WERBACH  
ATTN: TMSU  
1800 M STREET, N.W.  
WASHINGTON, D.C. 20036

EXHIBIT 6

**Assignment: 4****Reel/Frame:** [2070/0218](#)**Recorded:** 05/01/2000**Pages:** 7**Conveyance:** CHANGE OF NAME**Assignor:** [MALTEC, LLC](#)**Exec Dt:** 04/09/1999**Entity Type:** LIMITED LIABILITY COMPANY**Citizenship:** DELAWARE**Assignee:** [WESTFALIA-SURGE LLC](#)1880 COUNTRY FARM DRIVE  
NAPERVILLE, ILLINOIS 60563**Entity Type:** LIMITED LIABILITY COMPANY**Citizenship:** DELAWARE**Correspondent:** LATHROP & CLARK LLP  
SHELLEY J. SAFER, ESQ.  
740 REGENT STREET  
P.O. BOX 1507  
MADISON, WI 53701-1507**Assignment: 5****Reel/Frame:** [2074/0100](#)**Recorded:** 05/01/2000**Pages:** 12**Conveyance:** MERGER AND CHANGE OF NAME**Assignor:** [WESTFALIA-SURGE LLC](#)**Exec Dt:** 10/01/1999**Entity Type:** LIMITED LIABILITY COMPANY**Citizenship:** DELAWARE**Assignees:** [WESTFALIA DAIRY SYSTEMS, INC.](#)1880 COUNTRY FARM DRIVE  
NAPERVILLE, ILLINOIS 60563**Entity Type:** CORPORATION**Citizenship:** DELAWARE[WESTFALIS-SURGE, INC.](#)1880 COUNTRY FARM DRIVE  
NAPERVILLE, ILLINOIS 60563**Entity Type:** CORPORATION**Citizenship:** DELAWARE**Correspondent:** LATHROP & CLARK LLP  
SHELLY J. SAFER, ESQ.  
740 REGENT STREET  
P.O. BOX 1507  
MADISON, WI 53701-1507**Assignment: 6****Reel/Frame:** [2413/0491](#)**Recorded:** 01/03/2002**Pages:** 13**Conveyance:** CORRECTIVE MERGER/CHANGE OF NAME TO REMOVE ASSIGNEE NAME, PREVIOUSLY RECORDED AT REEL 002074/FAMES 0100-0111.**Assignor:** [WESTFALIA-SURGE LLC](#)**Exec Dt:** 10/01/1999**Entity Type:** DELAWARE LIMITED LIABILITY COMPANY**Citizenship:** NONE**Assignee:** [WESTFALIA-SURGE, INC.](#)1880 COUNTRY FARM DRIVE  
NAPERVILLE, ILLINOIS 60563**Entity Type:** CORPORATION**Citizenship:** DELAWARE**Correspondent:** LATHROP & CLARK LLP  
SHELLEY J. SAFER  
740 REGENT STREET  
P.O. BOX 1507  
MADISON, WI 53701**Assignment: 7****Reel/Frame:** [3418/0652](#)**Recorded:** 10/31/2006**Pages:** 4**Conveyance:** CHANGE OF NAME**Assignor:** [WESTFALIA-SURGE, INC.](#)**Exec Dt:** 03/31/2003**Entity Type:** CORPORATION**Citizenship:** DELAWARE**Assignee:** [WESTFALIASURGE, INC.](#)**Entity Type:** CORPORATION

1880 COUNTRY FARM DRIVE  
NAPERVILLE, ILLINOIS 60563

**Citizenship:** NONE

**Correspondent:** SHELLEY J. SAFER  
740 REGENT STREET, P.O. BOX 1507  
SUITE 400  
MADISON, WI 53701-1507

**Assignment: 8**

**Reel/Frame:** [5736/0400](#) **Recorded:** 02/22/2016 **Pages:** 4

**Conveyance:** CHANGE OF NAME

**Assignor:** [WESTFALIASURGE, INC.](#)

**Exec Dt:** 06/27/2008

**Entity Type:** CORPORATION

**Citizenship:** DELAWARE

**Assignee:** [GEA WESTFALIASURGE, INC.](#)

1880 COUNTRY FARM DRIVE  
NAPERVILLE, ILLINOIS 60563

**Entity Type:** CORPORATION

**Citizenship:** DELAWARE

**Correspondent:** CHRISTOPHER J. HUSSIN  
1 S. PINCKNEY ST., STE. 410  
MADISON, WI 53703

**Assignment: 9**

**Reel/Frame:** [5736/0404](#) **Recorded:** 02/22/2016 **Pages:** 3

**Conveyance:** CHANGE OF NAME

**Assignor:** [GEA WESTFALIASURGE, INC.](#)

**Formerly:** FORMERLY WESTFALIASURGE, INC.

**Exec Dt:** 07/08/2009

**Entity Type:** CORPORATION

**Citizenship:** DELAWARE

**Assignee:** [GEA FARM TECHNOLOGIES, INC.](#)

1880 COUNTRY FARM DRIVE  
NAPERVILLE, ILLINOIS 60563

**Entity Type:** CORPORATION

**Citizenship:** DELAWARE

**Correspondent:** CHRISTOPHER J. HUSSIN  
1 S. PINCKNEY ST., STE. 410  
MADISON, WI 53703

Search Results as of: 02/26/2016 02:20 PM

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Web interface last modified: July 25, 2014 v.2.5

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# **EXHIBIT 7**

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM373959

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	CHANGE OF NAME		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
WestfaliaSurge, Inc.		06/27/2008	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	GEA WestfaliaSurge, Inc.		
<b>Street Address:</b>	1880 Country Farm Drive		
<b>City:</b>	Naperville		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60563		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	0822124	SURE COMFORT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6082831709		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	608-257-9521		
<b>Email:</b>	docket_chussin@boardmanclark.com		
<b>Correspondent Name:</b>	Christopher J. Hussin		
<b>Address Line 1:</b>	1 S. Pinckney St., Ste. 410		
<b>Address Line 4:</b>	Madison, WISCONSIN 53703		
<b>ATTORNEY DOCKET NUMBER:</b>	51635-310		
<b>NAME OF SUBMITTER:</b>	Christopher J. Hussin		
<b>SIGNATURE:</b>	/chris hussin/		
<b>DATE SIGNED:</b>	02/22/2016		
<b>Total Attachments: 3</b>			
source=Change of Name - GEA WestfaliaSurge, Inc. (A1425458x9DEB4)#page1.tif			
source=Change of Name - GEA WestfaliaSurge, Inc. (A1425458x9DEB4)#page2.tif			
source=Change of Name - GEA WestfaliaSurge, Inc. (A1425458x9DEB4)#page3.tif			

OP \$40.00 0822124

# Delaware

PAGE 1

*The First State*

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "WESTFALIASURGE, INC.", CHANGING ITS NAME FROM "WESTFALIASURGE, INC." TO "GEA WESTFALIASURGE, INC.", FILED IN THIS OFFICE ON THE TWENTY-SEVENTH DAY OF JUNE, A.D. 2008, AT 12:17 O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF AMENDMENT IS THE THIRTIETH DAY OF JUNE, A.D. 2008.

2273223 8100

080737831

You may verify this certificate online  
at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)



*Harriet Smith Windsor*

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 6694425

DATE: 06-27-08

**CERTIFICATE OF AMENDMENT  
OF  
CERTIFICATE OF INCORPORATION  
OF  
WESTFALIASURGE, INC.**

WestfaliaSurge, Inc., a Delaware corporation (hereinafter referred to as the "Corporation"), hereby certifies to the Secretary of State for the State of Delaware that its charter on record with the Secretary of State for the State of Delaware is hereby amended as follows:

1. That Article FIRST of the charter is hereby deleted in its entirety and the following is inserted in its place:

FIRST: The name of the corporation (the "Corporation") is GEA WestfaliaSurge, Inc.

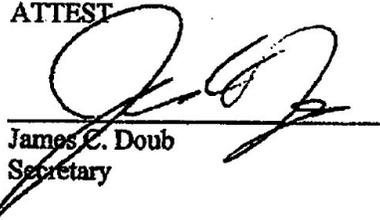
2. The amendment in this Certificate was advised and approved by the Board of Directors of the Corporation by written consent.

3. That thereafter, pursuant to a resolution of the Board of Directors, the shareholders of the Corporation approved this amendment in accordance with Sections 222 and 242 of the General Corporation Law of the State of Delaware respectively, and the amendment was acknowledged, confirmed, ratified and approved by the shareholders by unanimous written consent, and the officers were directed to execute and file such Certificate with the State of Delaware.

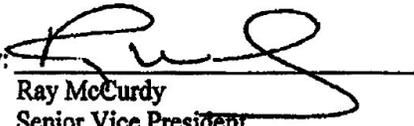
4. This Amendment shall be effective on June 30, 2008, for accounting purposes only.

IN WITNESS WHEREOF, the undersigned has caused this Certificate of Amendment to be signed in its name and on its behalf on this 26<sup>th</sup> day of June 2008, by the President of the Corporation who acknowledges that this Certificate of Amendment is the act of the Corporation and that to the best of his knowledge, information and belief, and under penalties for perjury, all matters and facts contained in this Certificate of Amendment are true in all respects.

ATTEST

  
James C. Doub  
Secretary

WESTFALIASURGE, INC.

By:   
Ray McCurdy  
Senior Vice President

\* Senior Vice President

4849-0280-9854

# Delaware

PAGE 1

*The First State*

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "GEA WESTFALIASURGE, INC." IS DULY INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL CORPORATE EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE EIGHTH DAY OF JULY, A.D. 2008.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL REPORTS HAVE BEEN FILED TO DATE.

AND I DO HEREBY FURTHER CERTIFY THAT THE FRANCHISE TAXES HAVE BEEN PAID TO DATE.



2273223 8300

080762650

You may verify this certificate online  
at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)

*Harriet Smith Windsor*

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 6710912

DATE: 07-08-08

EXHIBIT 7  
Page 4

RECORDED: 02/22/2016

TRADEMARK  
REEL: 005736 FRAME: 0403

# **EXHIBIT 8**

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM373961

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	CHANGE OF NAME		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
GEA WestfaliaSurge, Inc.	FORMERLY WestfaliaSurge, Inc.	07/08/2009	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	GEA Farm Technologies, Inc.		
<b>Street Address:</b>	1880 Country Farm Drive		
<b>City:</b>	Naperville		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60563		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	0822124	SURE COMFORT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6082831709		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	608-257-9521		
<b>Email:</b>	docket_chussin@boardmanclark.com		
<b>Correspondent Name:</b>	Christopher J. Hussin		
<b>Address Line 1:</b>	1 S. Pinckney St., Ste. 410		
<b>Address Line 4:</b>	Madison, WISCONSIN 53703		
<b>ATTORNEY DOCKET NUMBER:</b>	51635-310		
<b>NAME OF SUBMITTER:</b>	Christopher J. Hussin		
<b>SIGNATURE:</b>	/chris hussin/		
<b>DATE SIGNED:</b>	02/22/2016		
<b>Total Attachments: 2</b>			
source=Change of Name - GEA Farm Technologies (A1425415x9DEB4)#page1.tif			
source=Change of Name - GEA Farm Technologies (A1425415x9DEB4)#page2.tif			

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# Delaware

PAGE 1

*The First State*

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "GEA WESTFALIASURGE, INC.", CHANGING ITS NAME FROM "GEA WESTFALIASURGE, INC." TO "GEA FARM TECHNOLOGIES, INC.", FILED IN THIS OFFICE ON THE EIGHTH DAY OF JULY, A.D. 2009, AT 6:57 O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.

2273223 8100

090683608

You may verify this certificate online  
at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)



  
Jeffrey W. Bullock, Secretary of State  
AUTHENTICATION: 7407789

DATE: 07-08-09

EXHIBIT 8  
Page 2

TRADEMARK  
REEL: 005736 FRAME: 0405

**CERTIFICATE OF AMENDMENT  
OF  
CERTIFICATE OF INCORPORATION  
OF  
GEA WESTFALIASURGE, INC.**

GEA WestfaliaSurge, Inc., a Delaware corporation (hereinafter referred to as the "Corporation"), hereby certifies to the Secretary of State for the State of Delaware that its charter on record with the Secretary of State for the State of Delaware is hereby amended as follows:

1. That Article FIRST of the charter is hereby deleted in its entirety and the following is inserted in its place:

FIRST: The name of the corporation (the "Corporation") is GEA Farm Technologies, Inc.

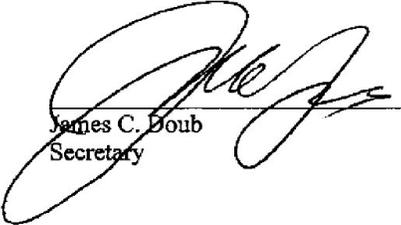
2. The amendment in this Certificate was advised and approved by the Board of Directors of the Corporation by written consent.

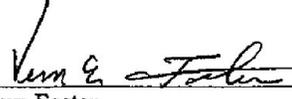
3. That thereafter, pursuant to a resolution of the Board of Directors, the Amendment was submitted to the shareholders of the Corporation for approval in accordance with Sections 228 and 242 of the General Corporation Law of the State of Delaware respectively, and the amendment was acknowledged, confirmed, ratified and approved by the shareholders by unanimous written consent, and the officers were directed to execute and file such Certificate with the State of Delaware.

IN WITNESS WHEREOF, the undersigned has caused this Certificate of Amendment to be signed in its name and on its behalf on this ~~30<sup>th</sup>~~ day of June 2009, by the President of the Corporation who acknowledges that this Certificate of Amendment is the act of the Corporation and that to the best of his knowledge, information and belief, and under penalties for perjury, all matters and facts contained in this Certificate of Amendment are true in all respects.

ATTEST

GEA WESTFALIASURGE, INC.

  
James C. Doub  
Secretary

By:   
Vern Foster  
President

4821-5319-2451

EXHIBIT 8  
Page 3

RECORDED: 02/22/2016

TRADEMARK  
REEL: 005736 FRAME: 0406