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28 April 2016

SENT VIA PRIORITY MAIL

TTAB

US PATENT AND TRADEMARK OFFICE
TRADEMARK TRIAL AND APPEAL BOARD
PO BOX 1451
ALEXANDRIA, VIRGINIA 22313

RE: Proceeding No. 86676623

To the Attention of the US Patent and Trademark Office, Trademark Trial and Appeal Board:

Enclosed, please find a signed Settlement and Reciprocal Licensing Agreement between Nina DeGregorio and Stephanie Doucette.

If you have any questions, do not hesitate to call our office at (702) 425-5100 or contact me directly by email at ann@raineylegal.com.

Sincerely,
RAINEY LEGAL GROUP



Ann Mattich
Office Supervisor



05-13-2016

U.S. Patent & TMO/c/TM Mail Rpt Ct. #11

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SETTLEMENT AND RECIPROCAL LICENSING AGREEMENT

This SETTLEMENT AND RECIPROCAL LICENSING AGREEMENT (the "Agreement") is made and entered into as of the final date of signature set forth below (the "Effective Date") by and between BELLA ENTERTAINMENT GROUP, LLC, a Nevada limited liability company (hereafter referred to as "BEG") and STEPHANIE DOUCETTE, an individual doing business as "Bella Strings" (hereafter referred to as "Doucette") (each a "Party" and collectively referred to as the "Parties").

RECITALS

WHEREAS both BEG and Doucette are in the business of providing entertainment services in the nature of live visual and audio performances by a musical group;

WHEREAS BEG is the owner¹ of such registered trademarks as "Trifecta" (Registration No. 4568338), "Bella Bottoms" (Registration No. 4526658) and "Bella Electric Strings" (Registration No. 4366960) (collectively, the "BEG Marks");

WHEREAS Doucette is the owner of the Florida state registration for the mark BELLA STRINGS (Document No. T15000001290, registered December 21, 2015);

WHEREAS BEG has applied to the U.S. Patent and Trademark Office ("USPTO"), seeking to register certain other trademarks that BEG uses in its business, including, without limitation, the mark "Bella Strings" (Serial No. 86676623);

WHEREAS both BEG and Doucette (the "Parties") claim prior use of the name "Bella Strings" (hereafter referred to as the "Bella Strings Mark"), with Doucette claiming prior rights in the Bella Strings Mark within the State of Florida; and

WHEREAS both Parties wish to resolve these competing claims in a mutually agreeable manner that will allow Doucette to carry on her use of the Bella Strings Mark within the State of Florida, while enabling BEG to use the Bella Strings Mark elsewhere throughout the United States and abroad.

THE AGREEMENT

NOW THEREFORE, in exchange for the mutual promises and covenants set forth herein, the sufficiency of which the Parties hereby acknowledge, the Parties agree that the foregoing recitals are true and accurate and further agree as follows:

1. Incorporation of Recitals. The Parties agree and acknowledge that the above recitals are true and correct and are incorporated in the Agreement as if set forth in full herein.

2. Payment to Doucette. In exchange for the promises set forth herein, BEG shall pay Doucette the sum of Two Thousand dollars (USD\$2,000), due and payable by check or money order, to be mailed to Jacquelynne Regan at Greenberg, Traurig, LLP, counsel for Doucette, within five (5) days of the Effective Date. The validity and effectiveness of this Agreement is contingent on BEG's timely satisfaction of the foregoing payment requirement. The executed Agreement shall be held in escrow by counsel for Doucette, and thereafter mailed to counsel for BEG, within five (5) days of receipt of the foregoing payment.

¹ Some of the BEG Marks are registered under the name of BEG's principal owner, Nine DiGregorio.

3. Carve-out Provision in Federal Registration. BEG shall limit its federal registration of the Bella Strings Mark to the geographic region of the U.S. beyond the borders of the State of Florida. Accordingly, within fourteen (14) days of the Effective Date, BEG shall file an amendment to its federal trademark application, Serial No. 86676623, for the mark "Bella Strings" to include the following carve-out provision, entered as "Other Data":

- a. Restricted to the territory comprising the entire United States except the State of Florida. Subject to concurrent use with Stephanie Doucette d/b/a Bella Strings of Florida (Florida State Registration No. T15000001290).

4. Noninterference with registration of Bella Strings Mark. Doucette agrees not to file any opposition or other document to contest the validity of BEG's pending application for the registration of the Bella Strings Mark, nor will Doucette take any action to contest or otherwise interfere with BEG's use of the Bella Strings Mark in any geographic region beyond the borders of the State of Florida or through its website(s) or other means of advertising through the world-wide web, including but not limited to social media and advertisements through third-party websites.

5. Noninterference with Doucette's use of Bella Strings Mark. BEG agrees not to file any opposition or other document to contest the validity of Doucette's Florida registration of the Bella Strings Mark, and further agrees not to take any action to contest or interfere with Doucette's use of the Bella Strings Mark within the borders of the State of Florida or online through her website(s) or other means of advertising through the world-wide web, including but not limited to social media and advertisements through third-party websites.

6. Use of "Bella Electric Strings" Mark. Whenever offering services or performing within the borders of the State of Florida, BEG shall not use the name "Bella Strings," but shall instead distinguish its brand from Doucette by using the name "Bella Electric Strings" or one of BEG's other trademarks.

7. No Admission of Superior Claim. Nothing within this Agreement shall constitute any admission, warranty, or other representation as to the superiority of any Party's claim to the Bella Strings Mark. The Parties both acknowledge and understand that each has made a claim to certain rights in the Bella Strings Mark, each claiming superior rights over the other, and that this Agreement is a negotiated settlement of those competing claims.

8. Mutual Release of All Claims. The Parties hereby give each other full and mutual releases from any and all claims made or which could have been made against the other Party including any claims, demands, causes of action or rights of action arising out of or relating in any way to alleged past trademark infringement.

9. Grant of Reciprocal License. To the extent that either Party has a superior claim to the Bella Strings Mark, that party hereby grants the other Party an exclusive perpetual license to use the Bella Strings Mark in connection with its respective business operations, subject to the following geographic limitations:

- a. to the extent that Doucette may have a superior claim to the Bella Strings Mark, Doucette hereby grants BEG an exclusive assignable and fully alienable perpetual license to use the Bella Strings Mark in any geographic region beyond the boundaries of the State of Florida.

b. to the extent that BEG may have a superior claim to the Bella Strings Mark, BEG hereby grants Doucette an exclusive assignable and fully alienable perpetual license to use the Bella Strings Mark within the boundaries of the State of Florida.

c. the foregoing grants of licenses shall not in any way affect BEG's right or ability to otherwise license the Bella Strings Mark to any third party licensee, so long as the geographic scope of such license is outside the boundaries of the State of Florida.

d. the foregoing grants of licenses shall not in any way affect Doucette's right or ability to otherwise license the Bella Strings Mark to any third party licensee, so long as the geographic scope of such license is within the boundaries of the State of Florida.

e. the Parties reserve the right to modify the foregoing licenses or more definitively settle the ultimate ownership in the Bella Strings Mark through future agreement.

10. General Provisions.

a. Authority to Execute this Agreement. Each Party represents that the person signing this Agreement on the party's behalf has been authorized to do so by the Party. Each of the signatories to this Agreement represents that she has full and complete authority to execute this Agreement on behalf of the Party named immediately above her signature. Each of the signatories further understands, represents and warrants that she has full and complete authority to execute this Agreement on behalf of the entity represented.

b. This Agreement Has Been Read and Understood. Each Party represents and warrants that the terms of this Agreement have been completely and carefully read and are fully understood after advice of its counsel and voluntarily accepted for the purposes of making a full, final and complete compromise and settlement as described in this Agreement, and that no rule of construction shall cause any ambiguity within the Agreement to be construed as against the drafter.

c. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, predecessors, parents, affiliates, subsidiaries, divisions, officers, directors, members, managers, partners, shareholders, employees, insurers, attorneys, heirs, executors, administrators and any persons claiming rights by, through or under them.

d. Integration and Modifications. This Agreement embodies the entire understanding, terms and conditions of the parties with respect to the matters discussed. The provisions of this Agreement (including this term) may not be altered, superseded or otherwise modified except in a writing signed by the party to be bound. The provisions of this Agreement are contractual and not mere recitals, and no representation has been made to any of the undersigned that is not contained in this Agreement.

e. Governing Law. The law of Florida shall govern the interpretation and enforcement of this Agreement. Any action to enforce this Agreement may be brought only before a court of competent jurisdiction within Orlando, Florida.

f. Severability. Should any provision of this Agreement be declared or determined by any court of competent jurisdiction to be illegal, invalid, or unenforceable, the legality, validity, and enforceability of the remaining parts, terms or provisions shall not be affected thereby, and said illegal, unenforceable, or invalid part, term or provision shall be deemed not to be a part of this Agreement.

g. Titles and Headings. This Agreement's section titles and headings are for reference only, are not intended to define, limit, or describe the scope or intent of any provision of this Agreement, and shall not affect the interpretation of any of this Agreement's provisions.

h. Counterparts and Copies. This Agreement may be executed in counterparts and shall be deemed executed when counterparts of this Agreement have been executed by all of the parties. All fully executed copies of this Agreement are duplicate originals, equally admissible in evidence.

The Parties have caused this SETTLEMENT AND RECIPROCAL LICENSING AGREEMENT to be signed as of the dates set forth below.

DATED this 28th day of March, 2016.

DATED this ____ day of March, 2016.

BELLA ENTERTAINMENT GROUP

STEPHANIE DOUCETTE

By:  _____
Nina DiGregorio

By: _____
Stephanie Doucette

g. Titles and Headings. This Agreement's section titles and headings are for reference only, are not intended to define, limit, or describe the scope or intent of any provision of this Agreement, and shall not affect the interpretation of any of this Agreement's provisions.

h. Counterparts and Copies. This Agreement may be executed in counterparts and shall be deemed executed when counterparts of this Agreement have been executed by all of the parties. All fully executed copies of this Agreement are duplicate originals, equally admissible in evidence.

The Parties have caused this SETTLEMENT AND RECIPROCAL LICENSING AGREEMENT to be signed as of the dates set forth below.

DATED this ____ day of March, 2016.

DATED this 30th day of March, 2016.

BELLA ENTERTAINMENT GROUP

STEPHANIE DOUCETTE

By: _____
Nina DiGregorio

By:  _____
Stephanie Doucette