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Plenty's Horn®

September 11, 2002

United States Patent and Trademark Office
Trademark Trial and Appeal Board
2900 Crystal Dr.
Arlington, Va. 22202-3573



09-13-2002

U.S. Patent & TMO/c/TM Mail Rcpt Dt. #70

To Whom It May Concern:

This correspondence is in regard to Opposition Number 120,653 Art For Kids, Inc.. Enclosed you will find a portion of the Settlement Agreement between Art For Kids and Plenty's Horn, and a letter from Plenty's Horn to the Assistant Commission for Trademarks concerning the status of the company's Trademark applications.

The settlement agreement between Art For Kids and Plenty's Horn is to inform the board of the status of the civil action which occasioned the suspension of this proceeding. As part of the settlement agreement Art For Kids will withdraw the oppositions to the pending trademark applications filed by my company, Plenty's Horn.

The letter to the Assistant Commission for Trademarks is to show the board where Plenty's Horn has inquired into the matter concerning the status of these Trademark Applications after mediation.

I hope this correspondence and accompanying enclosures answer any and all questions the board might have regarding this issue so that the Trademarks of Plenty's Horn shall be re-instated.

J. M. Gilbreth does not serve as Plenty's Horn Trademark Attorney any longer.

Please direct all correspondence to: Plenty's Horn.

Attn: Jan Williamson
PO Box 869
Pittsburg, Tx. 75686

TRADEMARK TRIAL AND
APPEAL BOARD

02 SEP 20 AM 12: 54

Sincerely,
Jan Williamson

15 CR 2210
PO BOX 869
PITTSBURG, TEXAS 75686
PHONE 903-856-3609
FAX 903-856-3600

DOCKETED

TIME SLIP NO.

Ph 903 856 3609
Fax 903 856 3600

UNITED STATES PATENT AND TRADEMARK OFFICE
Trademark Trial and Appeal Board
2900 Crystal Drive
Arlington, Virginia 22202-3513

MAILED

JUL 26 2002

KK/sw

PA OFFICE

Opposition No. 120,653

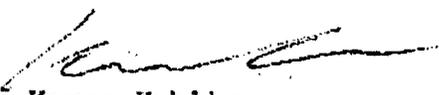
Art for Kids, Inc.

DOCKET NO.

26910/02

Marshall Street Depot &
Co., d/b/a Plenty's Horn

The parties are allowed until thirty days from the mailing date of this order to inform the Board of the status of the civil action which occasioned the suspension of this proceeding. If no response to this order is received from either party, then proceedings will be resumed and appropriate dates will be reset by the Board.


Karen Kuhlke
For Frances Wolfson
Trademark Trial and
Appeal Board



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RECEIVED

Writer's Direct Dial
(713) 268-1328

NOV 23 2001

WILLIAMS, MORGAN & AMERSON

November 27, 2001

FILE: 13329.0002.000000

Danny L. Williams
Williams, Morgan & Amerson, PC
7676 Hillmont, Suite 250
Houston, TX 77040

COPY

Re: Marshall Street Depot & Co. v. Sedigh, Civ. Act. No. H-00-299 (S.D. Tex.)

Dear Mr. Williams:

Enclosed please find the executed Settlement Agreement and Release.

If you have any questions, please do not hesitate to contact Mr. Casagrande at (713) 787-1493.

Very truly yours,

Melinda B. McMahan
Senior Litigation Paralegal

cc: Thomas L. Casagrande, Esq.

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement is by and between Marshall Street Depot & Co. d/b/a Plenty's Horn ("Plenty's Horn"), on the one hand, and Art for Kids, Inc. and its president, Gail Sedigh, (collectively "Art for Kids"), on the other. Plenty's Horn is a Texas corporation with its principal place of business in Pittsburg, Texas. Art for Kids, Inc. is a California corporation with its principal place of business in Rancho Santa Margarita, California. Plenty's Horn and Art for Kids are referred to collectively herein as the "Parties."

WHEREAS, Plenty's Horn, among other things, decorates and sells hand-painted children's furniture;

WHEREAS, Plenty's Horn has alleged that it has developed trade dress and copyrights in its designs on its hand-painted furniture items;

WHEREAS, Art for Kids, among other things, decorates and sells hand-painted children's furniture;

WHEREAS, Plenty's Horn has filed a civil action under U.S. and Texas law in the United States District Court for the Southern District of Texas, Civil Action Docket No. H-00-0299 (hereinafter, the "Action"), in which Plenty's Horn has alleged that Art for Kids, Inc. and Gail Sedigh have sold furniture items that infringe Plenty's Horn's intellectual property rights in certain of its furniture items, and related causes of action;

WHEREAS, Art for Kids denies all the allegations and claims made in Plenty's Horn's complaint in the Action;

WHEREAS, PLENTY'S HORN has applied to the Copyright Office for registration of copyrights in various works that are at issue in the Action;

4.13 ART FOR KIDS agrees that its use of vines and berries shall remain identical to or substantially the same as its current use of vines and berries.

4.14 ART FOR KIDS will, upon execution of this Agreement, label its products with the ART FOR KIDS name or mark, in the manner customarily employed by manufacturers of fine furniture.

4.15 ART FOR KIDS will withdraw the Oppositions to the pending trademark applications of PLENTY'S HORN without prejudice, and will not reproduce specific pattern and color combinations that correspond to PLENTY'S HORN's valid copyright and trademark rights. ART FOR KIDS agrees to not infringe any valid copyright or trademark registration currently held or to be held by PLENTY'S HORN. PLENTY'S HORN acknowledges that this provision will not require ART FOR KIDS to make any changes to the geometric patterns or coloring it currently employs beyond those changes specifically set forth in paragraphs 4.1 through 4.12 herein. The Parties agree that withdrawal of the Oppositions will not estop ART FOR KIDS from raising any defenses in any subsequent action concerning said trademarks or any asserted design trademarks of PLENTY'S HORN.

4.16 ART FOR KIDS shall deliver a check for \$80,000 to PLENTY'S HORN. ART FOR KIDS will use its best efforts to deliver said check to PLENTY'S HORN or its attorneys by May 15, 2001, but in any event said check shall be so delivered within ten (10) business days after the complete execution of this Agreement.

4.17 ART FOR KIDS will update its product books (catalogs) as necessary to reflect any changes in its products necessary to comply with the Settlement Agreement.

7.9 This Agreement may be executed in duplicate originals.

Each person signing below hereby represents that he or she is authorized to act on behalf of the party for which the Agreement is signed:

**MARSHALL STREET DEPOT & CO.
d/b/a PLENTY'S HORN**

By (signature): [Signature]
Name: JAN WILLIAMSON
Title: PRESIDENT
Date: 8-30-01

ART FOR KIDS, INC.

By (signature): [Signature]
Name: Gail Sedigh
Title: PRESIDENT
Date: 9/5/01

SUBSCRIBED AND SWORN to before me this 30 day of Aug., 2001.

[Signature]
NOTARY PUBLIC



SUBSCRIBED AND SWORN to before me this 5th day of September, 2001.

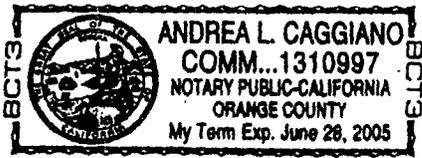
[Signature]
NOTARY PUBLIC
ANDREA L. CAGGIANO
COMM...1310997
NOTARY PUBLIC-CALIFORNIA
ORANGE COUNTY
My Term Exp. June 28, 2005

GAIL SEDIGH, individually

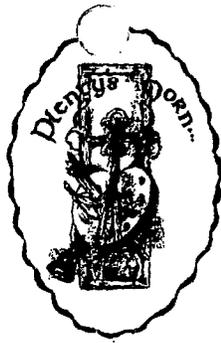
Signature: [Signature]
Date: 9/5/01

SUBSCRIBED AND SWORN to before me this 0th day of September, 2001.

[Signature]
NOTARY PUBLIC



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Plenty's Horn®

July 2, 2002

Assistant Commissioner for Trademarks
2900 Crystal Drive
Box New App Fee
Arlington, Va 22202-3513

Dear Assistant Commission for Trademarks;

I am writing to you concerning Trademark Applications that were filed on 1/20/00 by Marshall Street Depot and Co. d.b.a. Plenty's Horn. There were 13 applications filed by the following reference numbers:

- Ref. No. 26910/04 - Plenty's Horn in class 20
- Ref. No. 26910/05 - Plenty's Horn and Design in class 20
- Ref. No. 26910/06 - Carrot Collection
- Ref. No. 26910/07 - Carrot Collection and Design
- Ref. No. 26910/08 - Carrot Collection Leg Design
- Ref. No. 26910/09 - Decorative Border placed on goods comprised of decorative hash marks.
- Ref. No. 26910/10 - Decorative Border placed on goods comprised of a series of orange or yellow hash marks on a tan or off-white background.
- Ref. No. 26910/11 - Decorative Border placed on goods comprised of Polka Dots.
- Ref. No. 26910/12 - Decorative Border placed on goods comprised of a series of tan, blue, white, or off white polka dots on a different colored background of green, tan, white, off white, blue or red.
- Ref. No. 26910/13 - Decorative Border placed on goods comprised of blue polka dots on a tan or off-white background.
- Ref. No. 26910/14 - Decorative Border placed on goods comprised of a two colored checkered pattern.
- Ref. No. 26910/15 - Decorative Border placed on goods comprised of a green and white checkered pattern.

15 CR 2210
PO BOX 869
PITTSBURG, TEXAS 75686
PHONE 903-856-3609
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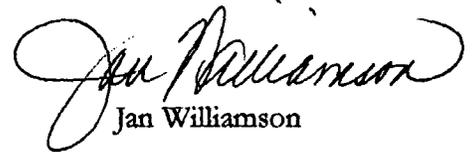
Ref. No. 26910/16 – Decorative furniture leg in the shape of a carrot,
decorative table leg in the shape of a carrot.

Of the 13 applications filed. Ref. No. 26910/08, 26910/14, and 26910/12 were refused. Of the three applications refused, Ref. No. 26910/12 was refiled.

Before the 30 days was up for registering the marks they were opposed by Art 4-Kids. A company that Plenty's Horn filed suit against for infringement of intellectual properties. As part of our settlement with Art 4-Kids opposition to the marks was to be dropped and Plenty's Horn registration applications were to be re-instated.

Please advise Plenty's Horn of the status of its' Trade Mark Applications, and what the next step must be to complete registration of above referenced numbers.

Sincerely,


Jan Williamson