

Attached hereto as Exhibit A are letters between the parties dated December 21, 2001 (Respondent to Opposer) and January 10, 2002 (Opposer to Respondent), which evidence the agreement between Respondent America Outpost, LLC and Opposer Converse, Inc. The letter agreement between the parties constitutes Converse, Inc.'s written consent to American Outpost's abandonment of its application Serial No. 75/559,216. The letter agreement attached hereto as Exhibit A was inadvertently omitted from Respondent's Request to Terminate the Opposition.

Respondent respectfully requests that the Board withdraw its Order of March 14, 2002 and enter judgment dismissing the Opposition without prejudice.

Respectfully submitted,

By 

Bryan H. Opalko
Registration No. 40,751
BUCHANAN INGERSOLL, P.C.
One Oxford Centre, 20th Floor
301 Grant Street
Pittsburgh, Pennsylvania 15219
412/562-1893
e-mail: opalkobh@bipc.com
Attorneys for Respondent

dated: March 27, 2002

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing PETITION FOR RECONSIDERATION was sent by U.S. First Class Mail, postage prepaid, on this 27th day of March 2002, addressed as follows:

Matthew Himich, Esquire
Thompson Coburn, LLP
One Firststar Plaza
St. Louis, MO 63101-1693

By 
Bryan H. Opalko

A



Buchanan Ingersoll
ATTORNEYS



03-27-2002

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

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PRINCIPAL LOCATIONS

- PHILADELPHIA
- PITTSBURGH
- PRINCETON
- LONDON
- MIAMI
- BUFFALO
- NEW YORK CITY
- HARRISBURG
- TAMPA
- WASHINGTON, DC
- WILMINGTON
- SAN DIEGO

December 21, 2001

VIA FACSIMILE 314-727-6092
and U.S. FIRST CLASS MAIL

Matthew Himich, Esquire
Thompson & Coburn, LLP
7733 Forsyth Boulevard
Suite 1400
St. Louis, Missouri 63105

**Re: Converse, Inc. v. Forman Enterprises, Inc. -
Cancellation No. 30,686 (Our Ref. No. 000498);
Converse, Inc. v. American Outpost, LLC -
Opposition No. 115,643 (Our Ref. No. 000506);
and Converse, Inc. v. American Outpost, LLC -
Opposition No. 122,244;(Our Ref. No. 000511)**

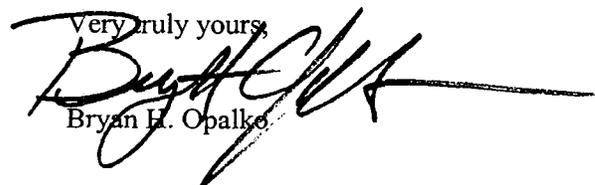
Dear Matthew:

As we discussed yesterday, American Outpost, LLC is the new owner of the marks involved in the above-identified cancellation and oppositions. Registration 2,289,980, which is the subject of the cancellation proceeding, is registered in Classes 25 and 35 for clothing and retail store services, respectively. However, Converse has only opposed this registration in Class 25. The marks involved in the oppositions are both applied for in Class 25 for clothing. That being said, American Outpost proposes the following to hopefully resolve these proceedings.

If Converse will agree not to oppose American Outpost's use or registration of the mark registered under Registration No. 2,289,980 in Class 35 for retail store services, American Outpost will agree not to use this mark on clothing and will cancel Class 25 from the registration. American Outpost will also agree to abandon the two applications involved in the oppositions.

If this is agreeable to your client, please let me know and we can proceed with drafting appropriate agreements terminate these proceedings. If you have any questions, please do not hesitate to call.

Very truly yours,



Bryan H. Opalko

BHO/msg
cc: Joel Walker

RECEIVED JAN 14 2002

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314-727-5188
FAX 314-727-6092
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January 10, 2002

CONFIRMATION

Matthew J. Himich
314-727-5188 ext. 165
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EMAIL: mhimich@
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VIA FACSIMILE (412) 562-1041;
Confirmation Via First Class Mail

Mr. Bryan H. Opalko
Buchanan Ingersoll, P.C.
One Oxford Centre
301 Grant Street, 20th Floor
Pittsburgh, PA 15219-1410

Re: U.S. -- Converse Inc. v. Forman Enterprises Inc. for FARGO
CLOTHING & SUPPLY CO. & Design, Serial No. 75/559,216 in
Class 25
Opp'n No. 122,244
Our Ref: 58010-4322; Your Ref: 000511

U.S. -- Converse Inc. v. Forman Enterprises Inc. for AMERICAN
OUTPOST & Design, Reg. No. 2,289,980 in Classes 25, 35
Cancellation No. 30,686
Our Ref: 58010-4261; Your Ref: 000498

U.S. -- Converse Inc. v. Forman Enterprises Inc. for AMERICAN
OUTPOST & Design, Serial No. 75/481,432 in Class 25
Opp'n No. 115,643
Our Ref: 58010-1245; Your Ref: 000506

Dear Bryan:

Converse has authorized us to accept the offer contained in your letter of December 21, 2001. To save costs, we can allow the correspondence to evidence the parties' agreement without a formal written agreement. Please provide us service copies of your motions when they are filed with the Board. From the current procedural posture of these matters, it appears that it is not necessary for Converse to file any

Mr. Bryan H. Opalko
Buchanan Ingersoll, P.C.
January 10, 2002
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motions with the Board to effect the terms of this settlement. However, if necessary, Converse will agree to do so in the future to allow the parties to carry out their obligations as detailed in your December 21 letter. If you have any questions, please contact me.

Sincerely,



Matthew J. Himich

MJH/

cc: Ms. Julie Bornstein