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Attorney Docket No.: 224797US36

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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

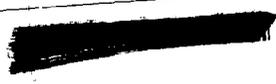
SERVICEMASTER BRANDS L.L.C.,
by assignment from
THE SERVICEMASTER COMPANY,

Opposer,

v.

UGI HVAC ENTERPRISES, INC.,

Applicant.


05-22-2003
U.S. Patent & TMO/TM Mail Rcpt Dt. #22

Opposition Nos. 152,104, 125,743,
Cancellation No. 41,147

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RECEIVED TTTAB AND
TMO/TM MAIL

Honorable Commissioner of Trademarks
2900 Crystal Drive
Arlington, VA 22202-3514

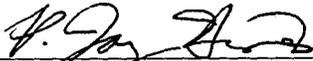
MOTION FOR ENTRY OF STIPULATED PROTECTIVE ORDER

Opposer and Petitioner, ServiceMaster Brands L.L.C., by assignment from The ServiceMaster Company, through its undersigned counsel, hereby moves the Board for an order entering the enclosed Protective Order. The parties are simultaneously moving the Board for consolidation of the above three proceedings. The Protective Order has been executed by the parties and their respective counsel and is meant to apply to the consolidated proceedings.

Accordingly, the parties request the Board's approval and move the Board for an order entering the protective order.

Respectfully submitted,

SERVICEMASTER BRANDS LLC, by
assignment from THE SERVICEMASTER
COMPANY

By: 

P. Jay Hines
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Date: May 22, 2003
PJH/cds {I:\ATTY\PJH\3165-224797US-MT3.DOC}

CERTIFICATE OF SERVICE

I hereby certify that a true copy of the foregoing **MOTION TO EXTEND DISCOVERY AND TRIAL DATES (WITH CONSENT)** was served on counsel for Applicant, this 2nd day of May, 2003, by sending same via First Class mail, postage prepaid, to:

Vincent V. Carissimi
Barbara L. Delaney
Kathleen A. Johnson
PEPPER HAMILTON LLP
3000 Two Logan Square
Eighteenth and Arch Streets
Philadelphia, Pennsylvania 19103-2799

Athen Sumner

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

Received
APR 24 2003
MCM

THE SERVICEMASTER COMPANY, :

Opposer, :

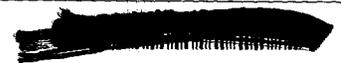
v. :

UGI HVAC ENTERPRISES, INC. :

Applicant. :

Opposition Nos.: 152,104; 125,743
Cancellation No.: 41,147

Serial No. 76/166,568; 76/237,328
Registration No. 2,591,190



05-22-2003

U.S. Patent & TMO/TM Mail Rcpt Dt. #22

Commissioner of Trademarks
Box TTAB -- NO FEE
2900 Crystal Drive
Arlington, VA 22202-3513

PROTECTIVE ORDER

Pursuant to the Stipulation of all parties to this action for the entry of a Protective Order pursuant to Rule 26 of the Federal Rules of Civil Procedure,

IT IS HEREBY ORDERED THAT:

1. This Protective Order shall remain in full force and effect unless modified by an Order of this Board or by the written stipulation of the parties filed with the Board.

Without limiting the generality of the foregoing, this Protective Order shall survive and remain in full force and effect after the termination of this proceeding, subject to further Order of this Board.

2. Nothing in this Protective Order shall limit or preclude any party from applying to the Board for relief from this Protective Order, or for such further and additional Protective Orders as the Board may deem appropriate.

3. Any party to this proceeding or any third party who elects to be covered by this Order and who further submits to the jurisdiction of this Board for the purpose of

enforcement of this Protective Order, who, in discovery or otherwise, produces or discloses any item, including without limitation any document, thing, interrogatory answer, deposition testimony or admission, may designate the same as "CONFIDENTIAL" where such item contains trade secrets, competitively sensitive information (such as business plans, prices, fees, costs, and financial statements) or other confidential information the present disclosure of which would, in the good faith judgment of the designating party, be unfairly detrimental to the designating party in the conduct of its business ("Confidential Information"). Information which is known to or independently obtained by the discovering party or is public knowledge may not be designated "CONFIDENTIAL." Information which was properly designated "CONFIDENTIAL" when disclosed, but which subsequently is revealed to the public by a person having the unrestricted right to do so, is no longer considered to be "CONFIDENTIAL."

4. The designation of Confidential Information that exists in tangible form shall be effected by visibly marking it as "CONFIDENTIAL." In the event that the producing party elects to produce original files and records, the producing party may orally designate that the files and records are "CONFIDENTIAL," and no marking need be made on the files and records. Upon selection of the specified documents for copying by the inspecting party, the producing party shall mark the copies of such documents which contain Confidential Information as "CONFIDENTIAL" prior to producing the copies to the inspecting party. Counsel shall agree on a mutually acceptable manner of designation for the identification of Confidential Information that cannot be readily or easily marked in a visible manner.

5. Information which becomes available to any party via inspection or in other ways marked as provided in Paragraph 4 received from another party, or prepared or derived by utilizing information designated as "CONFIDENTIAL" and supplied pursuant to this Protective Order shall also be considered to be "CONFIDENTIAL," respectively.

6. If, during the course of a deposition taken in this proceeding, any questions are asked regarding Confidential Information, then such portions of the deposition may be designated by counsel as "CONFIDENTIAL." In the event of such designation, only the

witness, persons described in Paragraph 9 below, the deponent's counsel, and the reporter shall be allowed to be present during such portion of the deposition, and the corresponding portion of the deposition transcript shall be designated and marked by the reporter as "CONFIDENTIAL," as appropriate, pursuant to this Protective Order. This Paragraph shall not be deemed to authorize disclosure of any document or information to any person to whom disclosure is prohibited under this Protective Order.

7. With respect to any depositions of any party or of any person employed by, formerly employed by, or currently or formerly acting on behalf of a party to this action, such party shall have until ten (10) business days after receipt of the deposition transcript within which to inform the other parties that portions of the transcript are designated "CONFIDENTIAL." No such deposition transcript shall be disclosed to any person other than persons described in Paragraph 9 and the deponent during these ten (10) business days, and no person attending such a deposition shall disclose the contents of the deposition to any person other than those qualified to receive information designated as "CONFIDENTIAL" pursuant to this Protective Order during said ten (10) business days. Upon being informed that any portions of a deposition are to be designated as "CONFIDENTIAL," each party shall cause each copy of the transcript in its custody or control to be appropriately marked.

8. All Confidential Information marked or designated as provided herein shall be used only for the purposes of the above-captioned action or related causes of action, and shall not be used for any purpose or for any other litigation unless and until the restrictions herein are removed either by agreement of counsel for the parties, or by Order of this Board.

9. Materials or information designated by any party as "CONFIDENTIAL" shall be restricted to the following persons on behalf of the receiving party:

- a. The law firms of Oblon, Spivak, McClelland, Maier & Neustadt, P.C.; Pepper Hamilton LLP; their employees; and any independent photocopying, duplication or litigation support service hired for the purpose of aid in this litigation;

- b. Court personnel, mediators, and stenographic reports, engaged in such proceeding as are necessarily incident to the proceeding;
- c. No more than two (2) independent, outside experts who are reasonably necessary to assist counsel for each party in this proceeding, as well as the experts' employees and staff;
- d. Up to four (4) corporate representatives of each party, provided that each such representative is identified in writing prior to receiving any Confidential Information, and such information pertains to areas of inquiry regarding testimony. Upon agreement of the parties, additional corporate representatives may be added, if their identity is provided to opposing counsel three (3) days before disclosure;
- e. Any person that counsel of record intends in good faith to call as a witness in the proceeding and/or for deposition; and
- f. Such other persons as may be agreed between counsel for the parties.

Any such person to whom Confidential Information is to be disclosed shall first be advised by the attorney making the disclosure that, pursuant to this Protective Order, such person may not distribute, disclose, divulge, publish or otherwise make available any such Confidential Information to any other person not authorized hereunder to have access to such Confidential Information, and may not use such Confidential Information for purposes other than this proceeding. The attorney shall advise any such person of this Protective Order, the contents thereof, and that they are required to maintain the Confidential Information in accordance with this Protective Order.

10. Should counsel for any disclosing party involved timely notify proposing counsel of his objection to any person having access to any Confidential Information or a particular category of Confidential Information, which objection shall be made in good faith and

be supported by a reasonable basis therefore, no such disclosure shall be made until the validity of the objection has been fully resolved, either by negotiation between counsel for the parties or by Order of this Board. Nothing in this Order shall be construed as an admission of the qualifications of any such Expert nor as a waiver of any objections as to the qualifications of any such Expert.

11. Any objections to the designation of any items of information as "CONFIDENTIAL" shall be made in writing to counsel for the designating party. Such objection may include a request that the designating party approve redacted copies of specifically identified documents with information designated as "CONFIDENTIAL" redacted, and the redacted copies redesignated with the appropriate confidential status. If such objections cannot be resolved by agreement, either party may move the Board upon notice to determine the propriety of the designation. The information that is the subject of the motion shall be treated in accordance with its specific designated confidential status pending resolution of the motion, including appeals and writs.

12. Any documents or other information designated as "CONFIDENTIAL" by one of the parties, which are filed with the Board for any purpose by the opposing party, shall be filed in a sealed envelope and marked with the title of the action and a statement substantially in the following form:

**"CONFIDENTIAL" THIS ENVELOPE CONTAINING
PAPERS FILED BY (NAME OF PARTY) IN THIS
PROCEEDING PURSUANT TO A PROTECTIVE
ORDER OF THE BOARD IS NOT TO BE OPENED NOR
THE CONTENTS THEREOF DISPLAYED OR
REVEALED EXCEPT BY ORDER OF THE BOARD OR
BY AGREEMENT OF THE PARTIES.**

To the extent practicable, Confidential Information shall be filed separately or in several portions of filed papers, so that the non-confidential portions of the file papers may be disseminated freely. No Confidential Information shall be included in whole or in part in pleadings, motions, briefs, or other papers filed with the Board except as provided for in this paragraph.

13. Counsel for each party shall take reasonable precautions with regard to storage, custody, and use to prevent the unauthorized or inadvertent disclosure of any Confidential Information.

14. Failure by a disclosing party to designate information in accordance with this Protective Order shall not preclude that disclosing party from designating such information as "CONFIDENTIAL" in accordance with this Protective Order at a later date. In such an event, and if the information still qualifies to be treated as "CONFIDENTIAL" under Section 3 herein, the non-disclosing party shall treat such newly-designated "CONFIDENTIAL" information in accordance with this Protective Order and shall make all reasonable efforts to retrieve any Confidential Information from persons not qualified under this Protective Order to possess such information.

15. Failure to object to a "CONFIDENTIAL" designation at or within the given time shall not preclude the filing of a motion at a later date seeking to challenge the propriety thereof. This Protective Order shall not be construed as a waiver of any right to object to the furnishing of information in response to discovery, other than any objection based on the purported confidential nature of the information.

16. Nothing in this Order shall prevent counsel for the parties, in the preparation of their case, from relying upon materials or information designated as "CONFIDENTIAL" for this purpose, provided that the content of the materials or information is not disclosed.

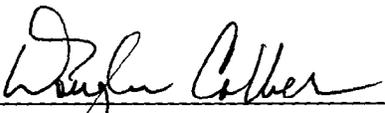
17. Promptly, and no later than thirty (30) days after final termination of this proceeding by final judgment from which no appeal lies, settlement, or by agreement of the parties, all Confidential Information furnished or produced under the terms of this Protective Order, including all copies thereof and all documents incorporating such information, except all pleadings filed with the Board, all exhibits marked in discovery or during the testimony periods and materials which in the judgment of the attorney in possession of the materials are work product materials, either shall be destroyed or delivered to the counsel for the designating party,

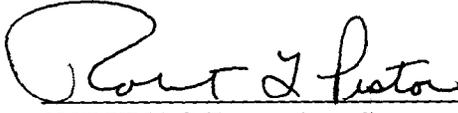
unless the parties otherwise agree in writing. A copy of the above-described pleadings, exhibits, and work product materials, may be retained in confidence under the terms of this Protective Order by outside counsel for the party.

18. Upon approval by the Board, this Protective Order shall govern further discovery in this proceeding and the Board shall enforce the provisions herein. Upon approval of this Protective Order by both parties, the parties agree to abide by the terms of this Protective Order as if it were entered by the Board from that point forward unless this Protective Order is ultimately disapproved by the Board.

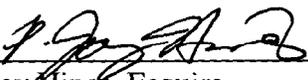
Entered this _____ day of _____, 2002.

TTAB Board

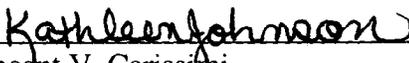

The ServiceMaster Company
Name: Douglas W. Colber
Title: Vice President
Date: 15 May 2003


UGI HVAC Enterprises, Inc. *m.m.*
Name: Robert Pistor
Title: Vice President
Date: April 15, 2002

APPROVED AS TO FORM:


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