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

UNIVERSAL CITY STUDIOS LLLP,
substituted for UNIVERSAL CITY STUDIOS,
INC.,

Opposer,

v.

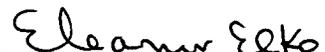
VALEN BROST,

Applicant.

Opposition No. 153,683

CERTIFICATE OF MAILING

I hereby verify that on February 9, 2004, this correspondence is being deposited with the U.S. Postal Service as *First Class Mail* in an envelope addressed to: Commissioner for Trademarks, BOX TTAB - NO FEE, 2900 Crystal Drive, Arlington, VA 22202-3513.


Eleanor Elko



STIPULATED PROTECTIVE ORDER

02-12-2004

U.S. Patent & TMO/TM Mail Rcpt Dt. #78

IT IS HEREBY STIPULATED AND AGREED, by and between opposer Universal City Studios LLLP and applicant Valen Brost, subject to approval of the Trademark Trial and Appeal Board, that if in the course of these proceedings either party or any third-party witness has occasion to disclose information designated by such party as "Confidential Information" (as further defined below), the following procedures shall be employed and the following restrictions shall govern:

1. For purposes of these proceedings, "Confidential Information" means information that any party providing discovery, including any third party (a "Producing Party"), reasonably believes, in good faith, to contain or constitute trade secrets, or other information that is confidential or proprietary to that party. "Confidential Information" does not include any information:

(a) That at or prior to its production by the Producing Party is known to or is independently developed by the party receiving the production (the "Receiving Party");

(b) That after the disclosure to the Receiving Party by the Producing Party is revealed to the public by a person having the unrestricted right to do so; or

(c) That is acquired by the Receiving Party from any third party which lawfully possesses the information and owes no duty of non-disclosure to the Producing Party.

2. Any documents and things, answers to interrogatories, answers to deposition questions, responses to requests for admission, or any other materials or portions thereof containing Confidential Information and produced in discovery in these proceedings by either party hereto, or by a third party, may be designated and marked by the Producing Party as either "CONFIDENTIAL-Attorneys' Eyes Only" or "CONFIDENTIAL" in the manner set forth below. Any Material that is so marked, together with any copies, abstracts, summaries, or information derived therefrom, and any notes or other records regarding the contents thereof, shall be referred to in this Protective Order and in this proceeding as "Confidential Material."

3. All tangible items or subject matter deemed by the Producing Party to be subject to this Protective Order shall be visibly marked as "CONFIDENTIAL-Attorneys' Eyes Only" or "CONFIDENTIAL" at the time of production or disclosure to be subject to this Protective Order. The designation of a multi-page document as "CONFIDENTIAL-Attorneys' Eyes Only" or "CONFIDENTIAL" on the first page only shall be sufficient to make the entire document subject to that designation. If such is not the intent of the Producing Party, only those pages deemed in good faith to be subject to each such designation shall be so marked.

4. Where only a portion of the Confidential Material furnished or produced by a Producing Party, or a portion of the transcript of any deposition, is designated as Confidential Material, counsel for the Receiving Party shall delete therefrom the "CONFIDENTIAL-

Attorneys' Eyes Only" or "CONFIDENTIAL" portions before disclosing such information to any person other than those designated herein.

5. Deletions made from any material or transcript in accordance with the terms of this Protective Order shall not affect the admissibility of any such material or transcript in evidence in this action.

6. No Confidential Material designated as "CONFIDENTIAL" shall be disclosed by the Receiving Party to anyone other than outside counsel of record for the Receiving Party (including employees of outside counsel), other outside, corporate, personal, or in-house counsel for the Receiving Party (including employees of such counsel), experts retained or consulted in this action by the Receiving Party, and executives or associates of the Receiving Party who are involved in the prosecution, defense, or settlement of these proceedings, without the prior written consent of the Producing Party, or an order of the Board or a court. No Confidential Material designated as "CONFIDENTIAL-Attorneys' Eyes Only" shall be disclosed by the Receiving Party to anyone other than outside counsel of record for the Receiving Party (including employees of outside counsel), other outside, corporate, personal, or in-house counsel for the Receiving Party (including employees of such counsel), and experts retained or consulted in this action by the Receiving Party, without the prior written consent of the Producing Party, or an order of the Board or a court. All persons to whom disclosure of Confidential Material is made under this Protective Order, other than counsel and employees of counsel, shall be given a copy of the Protective Order at the time of disclosure and shall sign the form attached hereto as Exhibit A indicating that they have read this Protective Order and agree to be bound by its terms. Confidential Material shall be handled in the manner set forth below and shall not be used for any business purpose or any purpose other than the prosecution, defense, or settlement of these

proceeding, unless and until such designation is removed either by agreement of counsel for the parties, or by order of the Board or a court. This reciprocal contractual obligation shall survive the termination or settlement of these proceedings and shall continue after the Board loses jurisdiction over the parties.

7. Documents designated as Confidential Material may be disclosed to any person indicated on the face of the document to be its originator or author, or a recipient of a copy thereof.

8. If any Confidential Material is summarized, discussed, or quoted from at any deposition or at final hearing in these proceedings, all persons other than those to whom disclosure is permitted hereunder shall be excluded from such portion of the deposition or hearing. Any documents which are filed with the Board and which contain Confidential Material shall be filed under seal in the manner provided below unless and until the parties agree, or the Board or a court orders, otherwise.

9. All Confidential Material shall be retained by the Receiving Party or its counsel of record during the pendency of these proceedings, except that experts retained or consulted by a Receiving Party and other persons designated by agreement of counsel may have custody of one copy of any Confidential Material during the pendency of this proceeding.

10. Any Confidential Material filed with the Board for any purpose shall be filed in a sealed envelope or container marked on the outside with the title of the action and identification of each document within and a statement substantially in the following form:

“CONFIDENTIAL-SUBJECT TO PROTECTIVE ORDER

This envelope (or container) containing the above-identified papers filed by
(name of party) contains materials that have been designated confidential pursuant

to a protective order and are not to be disclosed or revealed except to the Trademark Trial and Appeal Board and counsel of record for the parties except on further order of the Board or a court.”

Only those portions of discovery responses, exhibits, deposition transcript pages, or pages of briefs which have been designated as Confidential Materials hereunder shall be filed under seal in this manner.

11. Neither the taking of any action in accordance with the provisions of this Protective Order, nor the failure to object thereto, shall be construed as a waiver of any claim or defense in this action. Moreover, the failure to designate information in accordance with this Protective Order and the failure to object to a designation at a given time shall not preclude the filing of a motion at a later date seeking to impose such designation or challenging the propriety thereof. The entry of this Protective Order shall not be construed as a waiver of any right to object to the disclosure of information in response to discovery and, except as expressly provided, shall not relieve any party of the obligation of producing information in the course of discovery.

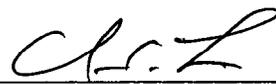
12. Any Receiving Party may, at any time thereafter, move the Board for an order changing the designated status of Confidential Material or otherwise relieving the Receiving Party from any restrictions contained in this Protective Order. The Receiving Party shall not make such a motion, however, until it requests the Producing Party in writing to change the designated status of Confidential Material or otherwise to relieve the Receiving Party from any other restrictions contained in this Protective Order, and the Producing Party refuses to grant the Receiving Party’s request. The Producing Party’s failure to respond to such a request within 10 business days of receipt shall be deemed to be a refusal. In the event of such a motion, the

Receiving Party shall have the burden of establishing the need for change or relief in the preparation or conduct of its case, and the Producing Party shall have the burden of establishing that the item of protected subject matter contains confidential information of such a nature as to justify its designated status or the restrictions from which the Receiving Party seeks relief. Pending resolution of the motion, the involved item shall be treated in accordance with its designated status.

13. Upon termination or settlement of these proceedings, including all appeals, each party shall either: (a) return to the producing party all Confidential Material produced in discovery, including all copies, summaries, or abstracts not containing attorney work product or information covered by the attorney-client privilege; or (b) destroy, and certify such destruction in writing to the other party, or to third parties, as the case may be, all Confidential Material produced in discovery, including all copies, summaries, or abstracts not containing attorney work product or information covered by the attorney-client privilege; provided, however, that each party may keep one or more archival copies of all pleadings, discovery responses, or other documents filed with the Board that contain Confidential Material.

Dated: February 9, 2007⁴

SEYFARTH SHAW LLP

By: 
Christopher C. Larkin
Attorneys for Opposer
UNIVERSAL CITY STUDIOS LLLP

Dated: Feb. 4, 2007⁴

UNIVERSAL CITY STUDIOS LLLP

By: 

Dated: 1/28, ~~2003~~ ²⁰⁰⁴

SKINNER WATSON & ROUNDS

By: 
Kenneth R. Caldwell
Attorneys for Applicant
VALEN BROST

Dated: 1-27, ~~2003~~ ²⁰⁰⁴

VALEN BROST

By: 

APPROVED AND SO ORDERED this _____ day of _____, 200_.

Administrative Trademark Judge
Trademark Trial and Appeal Board

EXHIBIT A

I, _____, acknowledge that I have received and read a copy of the protective order entered by the Trademark Trial and Appeal Board in *Universal City Studios LLP v. Valen Brost*, Opp. No. 153,683, and that I agree to be bound by its terms.

CERTIFICATE OF SERVICE

I hereby certify that on February 9, 2004, I served the foregoing Stipulated Protective Order on the applicant by depositing a true and correct copy thereof in a sealed Federal Express envelope with postage paid on account and deposited with Federal Express, addressed to petitioner as follows:

Kenneth R. Caldwell, Esq.
Watson Rounds
5371 Kietzke Lane
Reno, NV 89511-1448



Eleanor Elko