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Filing date: **12/29/2003**

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

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| Proceeding | 91157636 |
| Party | Plaintiff BIOMIRA, INC. |
| Correspondence Address | MARK E. UNGERMAN FULBRIGHT & JAWORSKI LLP. 801 PENNSYLVANIA AVENUE, N.W. WASHINGTON, DC 20004 |
| Submission | Stipulated Protective Order |
| Filer's Name | Katherine M. DuBray |
| Filer's e-mail | kdubray@fulbright.com |
| Signature | /Katherine M. DuBray/ |
| Date | 12/29/2003 |
| Attachments | doc_1.tif (1 page) doc_2.tif (1 page) doc_3.tif (1 page) doc_4.tif (1 page) doc_5.tif (1 page) doc_6.tif (1 page) doc_7.tif (1 page) |

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|-------------------------------|---|------------------------------------|
| Biomira Inc., | § | |
| | § | |
| Opposer, | § | Opposition No. 157,636 |
| | § | |
| v. | § | Application Serial No. 76/240,537 |
| | § | |
| Biomarin Pharmaceutical Inc., | § | |
| | § | |
| Applicant. | § | STIPULATED PROTECTIVE ORDER |

IT IS HEREBY ORDERED THAT:

1. All information produced during discovery, whether designated confidential or not, shall only be used for the purposes of this proceeding, and shall not be distributed or copied except as needed for that purpose.

2. Each party to this opposition who produces or discloses any document, interrogatory answer, admission, testimony adduced at a deposition upon oral examination or written question, information obtained from inspection of premises or tangible things, which it genuinely and in good faith believes is confidential to the producing or disclosing party and has not been disclosed to or is known to others, which the party wishes to be subject to a Protective Order may designate the same as Confidential Information, by marking it “CONFIDENTIAL.”

3. All protected subject matter designated as Confidential Information shall be retained by counsel for the receiving party during the pendency of this opposition. Such materials, and any copies thereof or extracts therefrom, shall not be subject to inspection by, and shall not be disclosed to, anyone other than (a) outside counsel for the parties, associate attorneys, including those attorneys from the firm Fraser Milner Casgrain LLP, paralegal and clerical employees

assisting such outside counsel and associate attorneys and designated in-house counsel working on the case; (b) administrative law judges, interlocutory attorneys and clerical personnel of the TTAB; (c) independent consultants or experts who are retained by either of the parties to consult or testify in the case and who execute a non-disclosure agreement in the form of Exhibit A, attached hereto; and (d) authors or prior recipients of the documents or information designated as "CONFIDENTIAL." Persons who, by virtue of this Protective Order, gain knowledge of the designated Confidential Information shall not suffer or permit its disclosure to the parties or any person or persons not entitled under this Protective Order to receive such information, nor use such information for any purpose except this opposition, unless and until such designation is removed either by stipulation by counsel for the parties or by order of the Board.

4. The identification of information as Confidential Information shall be made at a time when an answer to an interrogatory or an answer to a request for admission is served, when a copy of a document is provided to the other party, and when an inspection of premises or tangible things is made. The production of any information, document or thing without it being designated as Confidential Information shall not be deemed a waiver of any claim of confidentiality.

5. With respect to the deposition of any person, a claim that an answer or an exhibit used during the examination discloses Confidential Information may be entered in the transcript. No person may attend those portions of a deposition where such information is given or such exhibits are tendered unless he or she is entitled to receive such information under a provision of this Protective Order. Additionally, each party shall have fourteen days after receipt of the deposition transcript within which to notify the other party of the portions of the transcript disclosing Confidential Information. The right to make such designation shall be waived unless

made before the end of the fourteen day period. No deposition may be read by anyone other than counsel and the deponent during the fourteen day period. Upon being informed that certain portions of a deposition disclose Confidential Information, each party must cause each copy in their custody or control to be so marked immediately.

6. Any document, answer to interrogatory or request for admission, and deposition or testimony transcript filed with the Board for any purpose and identified as containing Confidential Information, or any pleading, motion or brief filed with the Board containing or disclosing Confidential Information shall be filed in a sealed envelope, marked on the outside with the title of this opposition, 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), is not to be
opened nor the contents thereof displayed or revealed
except by Order of the TTAB or by agreement of the parties.”

7. Should counsel for any party desire to use Confidential Information, or any summary thereof or extract therefrom, during oral argument before the Board, prior to such use, he or she shall bring the confidentiality thereof to the attention of the Board and the producing party which designated the information as confidential. Counsel for the producing party may request that any portion of the transcript or exhibit containing such information be filed under seal with this Board, and be accorded confidential treatment as provided by the terms of this Protective Order. All those present at the time of such use shall be directed to treat such information as confidential, and counsel for the parties shall exercise all reasonable care not to disclose such materials needlessly in the public record of this proceeding nor to persons not entitled under this Order to receive such information.

8. Acceptance by a party of any information, document or tangible thing identified as Confidential Information hereunder shall not constitute a concession that the information, document or thing is confidential nor preclude such party from moving the Board for an order that such information, document or thing designated as "CONFIDENTIAL" is, in fact, not confidential. This Protective Order is not intended to extend to any discovery objections on the grounds of attorney-client privilege or work product immunity or to preclude the parties from seeking relief from a provision of this Protective Order or any other relief from the Board which may be appropriate under the Federal Rules of Civil Procedure.

9. In no event shall either party disclose any Confidential Information in violation of the terms of this Protective Order unless agreed upon by counsel of record for each party or permitted by a prior order of the Board.

10. In the event anyone shall violate or threaten to violate any terms of this Protective Order, the parties agree that the aggrieved party may immediately apply to obtain injunctive relief against any such person violating or threatening to violate any of the terms of this Order, and in the event the aggrieved party shall do so, the respondent person subject to this Order shall not claim that the aggrieved party has an adequate remedy at law.

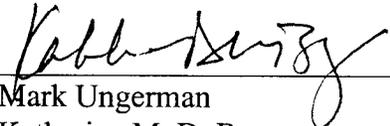
11. Within sixty (60) days after the conclusion of the proceedings, all documents designated as CONFIDENTIAL and all transcripts that contain portions marked as confidential shall be returned to the party who furnished said confidential matter. Outside counsel shall have the right, however, to retain documents constituting work product, a copy of the pleadings, deposition and testimony transcripts and deposition or testimony exhibits in its offices or in a suitable storage location, as well as copies of all briefs filed with the Board. "Conclusion"

means upon entry of any final order or judgment dismissing or concluding the proceedings. "Final order or judgment" means after the date of taking an appeal has expired, or after all appeals taken have been concluded.

12. This Protective Order shall survive the final order or judgment issued in this proceeding as a contract, enforceable in a court of law and binding on the parties and any entity that agrees to be bound by its provisions. Said contract shall remain in full force and effect to the extent that any Confidential Information disclosed under the provisions of this Protective Order is not or does not become known to the public in a manner not in contravention to the terms of the Protective Order.

FOR OPPOSER:

Biomira Inc.



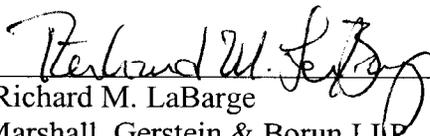
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Dated: 12/29/2003

Attorneys for Opposer

FOR APPLICANT:

Biomarin Pharmaceutical Inc.



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Chicago, Illinois 60606
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Facsimile: (312) 474-0448

Dated: 12/19/03

Attorneys for Applicant

SO ORDERED:

United States Trademark Trial and Appeal Board

By: _____

(EXHIBIT A)

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
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AGREEMENT TO COMPLY WITH PROTECTIVE ORDER

I have read and am familiar with the Protective Order of the Trademark Trial and Appeal Board, issued on _____, 200_, in the above case. A copy of the Protective Order has been delivered to me to keep with my copy of this Agreement. I hereby agree to be bound by all terms of the Protective Order. I agree that a violation of this Agreement is directly actionable by any person about whom information is disclosed in violation of the Protective Order.

Dated: _____

Signature

Name (Printed)

Address

City, State and Zip Code