



2. Protected Material shall be designated by the party producing it as “CONFIDENTIAL” at the time that a response to discovery is made by placing or affixing a “CONFIDENTIAL” notice in writing on documents containing such Protected Material, except that in the case of depositions, the party’s counsel wishing to designate portions of a deposition as containing Protected Material may do so by making an appropriate statement at the time of the giving of such testimony or by notifying counsel in writing upon subsequent review of the transcript.

3. Any designation of Protected Materials which is inadvertently omitted during document production may be corrected by written notification to counsel, and such documents shall thereafter be treated as Protected Material in accordance with the provisions of this Stipulated Protective Order.

4. Any designation of Protected Material which is inadvertently omitted during testimony at depositions may be corrected within thirty (30) days of such testimony by written notification to counsel and such testimony shall thereafter be treated as Protected Material in accordance with the provisions of this Stipulated Protective Order.

5. Protected material classified as “CONFIDENTIAL” under paragraph 2 may not be disclosed by any person to anyone other than the parties, their employees, counsel, or authorized retained outside experts or consultants assisting the parties in this opposition.

6. In the event that counsel of record for a receiving party proposes to disclose Protected Material to any independent consultant or expert retained for the purposes of this opposition, said consultant or expert must first execute a copy of the declaration attached hereto as Exhibit A. Counsel of record for the receiving party shall provide to counsel of

record for the producing party copies of all declarations (Exhibit A) executed pursuant to this Stipulated Protective Order promptly after their execution.

7. All Protected Material disclosed in this opposition shall be used by counsel, authorized retained outside experts or consultants, if any, and any other reviewing party, only for the purposes of prosecuting or defending this opposition and not for any business or other purpose whatsoever, including for their own use or for the use of their clients. All transcripts or documents containing Protected Material shall be returned to the producing party or destroyed promptly upon the conclusion of this litigation.

8. Protected Material shall be stored under the direct control of outside counsel for a party, who shall be responsible for preventing any disclosure thereof except in accordance with the terms of this Stipulated Protective Order.

9. No Protected Material shall be filed in the public record of this matter. Any Protected Material that is filed with the Board, and any pleadings, motions or other papers filed with the Board disclosing any Protected Material, shall be filed under seal. Where possible, only the portions of filings containing the Protected Material shall be filed under seal.

10. A party which designates information as Protected Material shall have a reasonable basis for believing, in good faith, that the information requested is confidential, proprietary or commercial information upon which restrictions to access should be imposed before that party designates the information as Protected Material. In the event that a receiving party shall at any time disagree with the designation by the producing party of any information as Protected Material, then the parties will first try, in good faith, to resolve such

dispute on an informal basis before presenting the dispute to the Board by motion or otherwise. The Board may then determine whether the information should be considered Protected Material and, if so, may rule on what restrictions to access or disclosure should be imposed, if any. No party shall be obligated to challenge the propriety of the designation of Protected Material at the time of production, and a failure to do so shall not preclude a subsequent challenge as to the propriety of such designation.

11. This Stipulated Protective Order is without prejudice to the right of any party to seek relief from or modification of any provision contained in it after notice to the other party. This Stipulated Protective Order is without prejudice to the right of any party to move for a separate protective order relating to any particular document or information, including restrictions different from those specified herein, and/or to present other appropriate motions.

12. The restrictions set forth in any of the preceding paragraphs shall not apply to information or material that:

(a) was, is or becomes public knowledge, not in violation of this Stipulated Protective Order;

(b) is acquired by the non-designating party from a third party having the right to disclose such information or material; or

(c) was lawfully possessed by the non-designating party prior to the entry by the Board of this Order.

14. The parties agree to submit this Stipulated Protective Order for entry by the Board and to be bound by its terms prior and subsequent to entry by the Board.

Dated: June 13, 2006

Cary Brett Berman  
Applicant

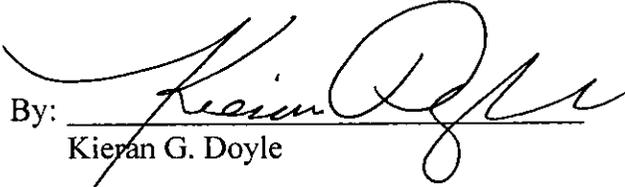
By: 

\_\_\_\_\_  
Cary Brett Berman

1917 Lafayette Road  
Gladwyne, PA 19035

Dated: June 27, 2006

COWAN, LIEBOWITZ & LATMAN, P.C.  
Attorneys for Opposer

By: 

\_\_\_\_\_  
Kieran G. Doyle

1133 Avenue of the Americas  
New York, New York 10036-6799  
(212) 790-9200

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

In re Application Serial No. 78/320,850  
Filed: October 30, 2003  
For Mark: ENYCE  
Published in the Official Gazette: August 4, 2004

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L.C. LICENSING, INC., :  
 :  
                   Opposer, :   **Opposition No. 91/162,330**  
 :  
                   v. :  
 :  
 CARY BERMAN, :  
 :  
                   Applicant. :  
 :  
----- X

**NON-DISCLOSURE AGREEMENT**

I, \_\_\_\_\_, hereby acknowledge that I have read the Stipulated Protective Order entered in the above-entitled opposition and will not directly or indirectly use or allow use for any purpose or disclose to any person for any purpose any "CONFIDENTIAL" information or documents covered by the aforesaid Order except as provided in said Order and not for any business or other purpose whatsoever, and I hereby agree to be bound by the terms of said Order.

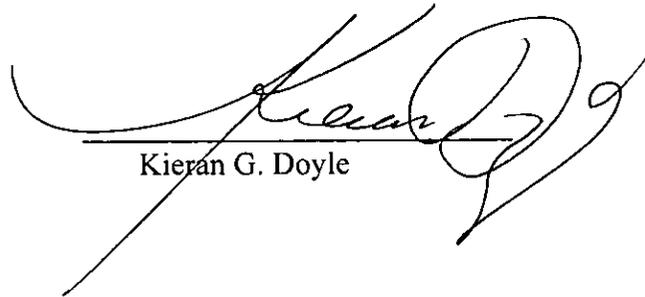
Dated: \_\_\_\_\_

By: \_\_\_\_\_

Name:  
Firm or Affiliation:  
Title:

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a copy of the foregoing STIPULATED PROTECTIVE ORDER was sent via first class, postage paid mail to Applicant': Cary Brett Berman, 1917 Lafayette Road, Gladwyne, PA 19035 on June 27, 2006.



Kieran G. Doyle