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January 19, 2007

Assistant Commissioner for Trademarks
Trademark Assistance Center
Madison East, Concourse Level Room C 55
600 Dulany Street
Alexandria, VA 22314

91166497

ATTENTION: TTAB-STIPULATION AND PROTECTIVE ORDER

Re: *Intersections, Inc. v. Identity Theft Guard Solutions, LLC*
Mark: IDENTITY SAFEGUARDS
Serial No. 78/286,737
Attorney Ref. No.: 27993-215899

Dear Sir or Madam:

Attached hereto are the following documents:

- 1) Stipulation and Protective Order.
- 2) Certificate of Service.
- 3) One Filing Receipt to be stamped and returned to the undersigned.

Please charge any fees, if necessary, to Deposit Account No. 22-0261.

Please direct all communication regarding this matter to the undersigned at the above address.

Respectfully submitted,


Jacqueline L. PattEnclosures: As Stated
DC2/821411

01-19-2007

U.S. Patent & TMO/TM Mail Rcpt Dt. #30

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

INTERSECTIONS INC.)	
)	
Opposer,)	
)	
v.)	Opposition No. 91166497
)	Serial No. 78/286,737
)	Mark: IDENTITY
)	SAFEGUARDS
IDENTITY THEFT GUARD SOLUTIONS, LLC)	
)	
Applicant.)	
_____)	

STIPULATION AND PROTECTIVE ORDER

Subject to the provisions of Rule 26(c), Fed.R.Civ.P., and 37 C.F.R. 2.120(f), the parties hereto stipulate as follows:

1. All confidential discovery in this action shall be used solely for the presentation of claims or defenses in this opposition (No. 91166497) (hereinafter referred to as "this Proceeding") and appeals of this Proceeding and for no other purpose.
2. Each party producing information during this Proceeding to the opposing party, which the producing party considers to be confidential, may designate such information in accordance with the following categories set forth below:
 - A. **Confidential**—Material to be shielded by the Board from public access.
 - B. **Highly Confidential**—Material to be shielded by the Board from public access and subject to agreed restrictions on access even as to the parties and/or their attorneys.

C. **Trade Secret/Commercially Sensitive**—Material to be shielded by the Board from public access, restricted from any access by the parties, and available for review by outside counsel for the parties and, subject to the provisions of paragraph 4 and 5, by independent experts or consultants for the parties.

3. Information Not to Be Designated as Protected.

Information may not be designated as subject to any form of protection if it (a) is, or becomes, public knowledge, as shown by publicly available writings, other than through violation of the terms of this document; (b) is acquired by a non-designating party or non-party witness from a third party lawfully possessing such information and having no obligation to the owner of the information; (c) was lawfully possessed by a non-designating party or non-party witness prior to the opening of discovery in this proceeding, and for which there is written evidence of the lawful possession; (d) is disclosed by a non-designating party or non-party witness legally compelled to disclose the information; or (e) is disclosed by a non-designating party with the approval of the designating party.

4. Access to Protected Information. The provisions of this order regarding access to protected information are subject to modification by written agreement of the parties or their attorneys, or by motion filed with and approved by the Board.

A. Judges, attorneys, and other employees of the Board are bound to honor the parties' designations of information as protected but are not required to sign forms acknowledging the terms and existence of this order. Court reporters, stenographers, video technicians or others who may be employed by the parties or their attorneys to perform services incidental to this proceeding will be bound only to the extent that the

parties or their attorneys make it a condition of employment or obtain agreements from such individuals, in accordance with the provisions of paragraph 5.

B. Parties are defined as including individuals, officers of corporations, partners of partnerships, and management employees of any type of business organization.

C. Attorneys for parties are defined as including in-house counsel and outside counsel, including support staff operating under counsel's direction, such as paralegals or legal assistants, secretaries, and any other employees or independent contractors operating under counsel's instruction.

D. Independent experts or consultants include individuals retained by a party for purposes related to prosecution or defense of the proceeding but who are not otherwise employees of either the party or its attorneys.

E. Non-party witnesses include any individuals to be deposed during discovery or trial, whether willingly or under subpoena issued by a court of competent jurisdiction over the witness.

F. Parties and their attorneys shall have access to information designated as confidential or highly confidential, subject to any agreed exceptions.

G. Outside counsel, but not in-house counsel, shall have access to information designated as trade secret/commercially sensitive.

H. Independent experts or consultants, non-party witnesses, and any other individual not otherwise specifically covered by the terms of this order may be afforded access to confidential or highly confidential information in accordance with the terms that follow in paragraph 5. Further, independent experts or consultants may have access to

trade secret/commercially sensitive information if such access is agreed to by the parties or ordered by the Board, in accordance with the terms that follow in paragraph 5 and 6.

5. Disclosure to Any Individual.

Prior to disclosure of protected information by any party or its attorney to any individual not already provided access to such information by the terms of this order, the individual shall be informed of the existence of this order and provided with a copy to read. The individual will then be required to certify in writing that the order has been read and understood and that the terms shall be binding on the individual. No individual shall receive any protected information until the party or attorney proposing to disclose the information has received the signed certification from the individual. A form for such certification is attached as Exhibit A to this order. The party or attorney receiving the completed form shall retain the original.

6. Disclosure to Independent Experts or Consultants.

In addition to meeting the requirements of paragraph 5, any party or attorney proposing to share disclosed information with an independent expert or consultant must also notify the party which designated the information as protected. Notification, including the form attached as Exhibit A, must be personally served or forwarded by certified mail, return receipt requested, and shall provide notice of the name, address, occupation and professional background of the expert or independent consultant.

The party or its attorney receiving the notice shall have ten (10) business days to object, based on good cause, to disclosure to the expert or independent consultant. Among the basis for a "good cause" objection are that the proposed recipient is a current competitor, or associated with a current competitor, of the producing person, or that the

proposed recipient has current or anticipated commercial relations with competitors of the producing person in which confidential information could reasonably be anticipated to be used to the economic/competitive disadvantage of the producing person. If objection is made, then the parties must negotiate the issue before raising the issue before the Board. If the parties are unable to settle their dispute, then it shall be the obligation of the party or attorney proposing disclosure to bring the matter before the Board with an explanation of the need for disclosure and a report on the efforts the parties have made to settle their dispute. The party objecting to disclosure will be expected to respond with its arguments against disclosure or its objections will be deemed waived.

7. Responses to Written Discovery.

Responses to interrogatories under Federal Rule 33 and requests for admissions under Federal Rule 36, and which the responding party reasonably believes to contain protected information shall be prominently stamped or marked with the appropriate designation from paragraph 2. Any inadvertent disclosure without appropriate designation shall be remedied as soon as the disclosing party learns of its error, by informing all adverse parties, in writing, of the error. The parties should inform the Board only if necessary because of the filing of protected information not in accordance with the provisions of paragraph 13.

8. Production of Documents.

If a party responds to requests for production under Federal Rule 34 by making copies and forwarding the copies to the inquiring party, then the copies shall be prominently stamped or marked, as necessary, with the appropriate designation from paragraph 2. If the responding party makes documents available for inspection and

copying by the inquiring party, all documents shall be considered protected during the course of inspection. After the inquiring party informs the responding party what documents are to be copied, the responding party will be responsible for prominently stamping or marking the copies with the appropriate designation from paragraph 2. Any inadvertent disclosure without appropriate designation shall be remedied as soon as the disclosing party learns of its error, by informing all adverse parties, in writing, of the error. The parties should inform the Board only if necessary because of the filing of protected information not in accordance with the provisions of paragraph 13.

9. Depositions.

Protected documents produced during a discovery deposition, or offered into evidence during a testimony deposition shall be orally noted as such by the producing or offering party at the outset of any discussion of the document or information contained in the document. In addition, the documents must be prominently stamped or marked with the appropriate designation.

During discussion of any non-documentary protected information, the interested party shall make oral note of the protected nature of the information.

The transcript of any deposition and all exhibits or attachments shall be considered protected for 30 days following the date of service of the transcript by the party that took the deposition. During that 30-day period, either party may designate the portions of the transcript, and any specific exhibits or attachments that are to be treated as protected, by electing the appropriate designation from paragraph 2. Appropriate stampings or markings should be made during this time. If no such designations are made, then the entire transcript and exhibits will be considered unprotected.

10. Filing Notices of Reliance.

When a party or its attorney files a notice of reliance during the party's testimony period, the party or attorney is bound to honor designations made by the adverse party or attorney, or non-party witness, who disclosed the information, so as to maintain the protected status of the information.

11. Briefs.

When filing briefs, memoranda, or declarations in support of a motion, or briefs at final hearing, the portions of these filings that discuss protected information, whether information of the filing party, or any adverse party, or any non-party witness, should be redacted. The rule of reasonableness for redaction is discussed in paragraph 13 of this order.

12. Handling of Protected Information.

Disclosure of information protected under the terms of this order is intended only to facilitate the prosecution or defense of this case. The recipient of any protected information disclosed in accordance with the terms of this order is obligated to maintain the confidentiality of the information and shall exercise reasonable care in handling, storing, using or disseminating the information.

13. Redaction; Filing Material With the Board.

When a party or attorney must file protected information with the Board, or a brief that discusses such information, the protected information or portion of the brief discussing the same should be redacted from the remainder. A rule of reasonableness should dictate how redaction is effected.

Redaction can entail merely covering a portion of a page of material when it is copied in anticipation of filing but can also entail the more extreme measure of simply filing the entire page under seal as one that contains primarily confidential material. If only a sentence or short paragraph of a page of material is confidential, covering that material when the page is copied would be appropriate. In contrast, if most of the material on the page is confidential, then filing the entire page under seal would be more reasonable, even if some small quantity of non-confidential material is then withheld from the public record. Likewise, when a multi-page document is in issue, reasonableness would dictate that redaction of the portions or pages containing confidential material be affected when only some small number of pages contain such material. In contrast, if almost every page of the document contains some confidential material, it may be more reasonable to simply submit the entire document under seal. Occasions when a whole document or brief must be submitted under seal should be very rare.

Protected information, and pleadings, briefs or memoranda that reproduce, discuss or paraphrase such information, shall be filed with the Board under seal. The envelopes or containers shall be prominently stamped or marked with a legend in substantially the following form:

CONFIDENTIAL

This envelope contains documents or information that are subject to a protective order or agreement. The confidentiality of the material is to be maintained and the envelope is not to be opened, or the contents revealed to any individual, except by order of the Board.

14. Acceptance of Information; Inadvertent Disclosure.

Acceptance by a party or its attorney of information disclosed under designation as protected shall not constitute an admission that the information is, in fact, entitled to protection. Inadvertent disclosure of information, which the disclosing party intended to designate as protected, shall not constitute waiver of any right to claim the information as protected upon discovery of the error.

15. Challenges to Designations of Information as Protected.

If the parties or their attorneys disagree as to whether certain information should be protected, they are obligated to negotiate in good faith regarding the designation by the disclosing party. If the parties are unable to resolve their differences, the party challenging the designation may make a motion before the Board seeking a determination of the status of the information. The documents and information being challenged shall be maintained in confidence pursuant to the challenged designation pending a decision by the Board.

A challenge to the designation of information as protected must be made substantially contemporaneous with the designation, or as soon as practicable after the basis for challenge is known. When a challenge is made long after a designation of information as protected, the challenging party will be expected to show why it could not have made the challenge at an earlier time.

The party designating information as protected will, when its designation is timely challenged, bear the ultimate burden of proving that the information should be protected.

16. Board's Jurisdiction; Handling of Materials After Termination.

The Board's jurisdiction over the parties and their attorneys ends when this proceeding is terminated. A proceeding is terminated only after a final order is entered

and either all appellate proceedings have been resolved or the time for filing an appeal has passed without filing of any appeal.

The parties may agree that archival copies of evidence and briefs may be retained, subject to compliance with agreed safeguards. Otherwise, within 30 days after the final termination of this proceeding, the parties and their attorneys shall return to each disclosing party the protected information disclosed during the proceeding, and shall include any briefs, memoranda, summaries, and the like, which discuss or in any way refer to such information. In the alternative, the disclosing party or its attorney may make a written request that such materials be destroyed rather than returned.

17. Other Rights of the Parties and Attorneys.

This order shall not preclude the parties or their attorneys from making any applicable claims of privilege during discovery or at trial.

Any party may apply to the Board for relief from this Stipulation and Protective Order or for further protection of confidential information and trade secrets. This order shall not prejudice the applicant in any way in making such application. If a party feels that certain of its confidential information is of a character which should not be disclosed even to opposing counsel, the party may apply to the Board for appropriate protection; provided, however, that such party furnish to the other party a list or method of identification of such documents together with a general statement of the subject matter or nature of such subject matter.

Further, this Protective Order shall not prevent a party from applying to the Board for relief therefrom, from applying to the Board to seek either enlargement or restriction of the rights of access to and/or use of materials designated as CONFIDENTIAL or

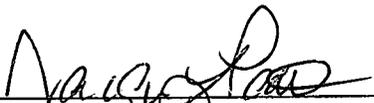
ATTORNEYS' EYES ONLY, from challenging the propriety of the designation as to certain information and/or the procedure for handling the same, from applying to the Board for further or additional protective orders, or from agreeing between themselves to modifications of this Protective Order, subject to the approval of the Board. Both parties agree to review this Protective Order in good faith periodically, as need arises, and attempt to resolve specific problems that surface, through joint or stipulated motions to amend the Protective Order, if appropriate. Third parties may agree to be bound by this Stipulation and Protective Order and provide written assurance by completing the attached Exhibit A. Enforcement of this Stipulation and Protective Order may be presented before the Board during the Opposition Proceeding, or in any Federal Court of competent jurisdiction after the close of this Proceeding.

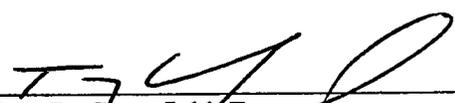
By Agreement of the Following,

Effective: January 18 2007
[insert signature date]

TRIAL COUNSEL FOR PLAINTIFF

TRIAL COUNSEL FOR DEFENDANT


Jacqueline Levasseur Patt
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By Order of the Board, effective _____.

Trademark Trial and Appeal Board

EXHIBIT A

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

INTERSECTIONS INC.)
)
 Opposer,)
)
 v.)
)
 IDENTITY THEFT GUARD SOLUTIONS, LLC)
)
 Applicant.)
 _____)

**Opposition No. 91166497
Serial No. 78/286,737
Mark: IDENTITY
SAFEGUARDS**

WRITTEN ASSURANCE OF _____ :

STATE OF _____)

COUNTY OF _____)

I, _____, being duly sworn, state that:

1. My address is _____.
2. My present employer is _____ and the address of my present employment is _____.
3. My present occupation or job description is _____.
4. I have received a copy of the Protective Order in this Opposition executed by Intersections Inc. and Identity Theft Guard Solutions, Inc.
5. I have carefully read and understand the provisions of the Protective Order.
6. I will comply with all of the provisions of the Protective Order.

7. I will hold in confidence, not disclose to anyone not qualified under the Protective Order, and will use only for purposes of this Proceeding information and materials marked, designated or identified as "CONFIDENTIAL" and/or "HIGHLY CONFIDENTIAL" and/or "TRADE SECRET/COMMERCIALY SENSITIVE" which are disclosed to me.

8. I will return all materials marked, designated or identified as "CONFIDENTIAL" and/or "HIGHLY CONFIDENTIAL" and/or "TRADE SECRET/COMMERCIALY SENSITIVE" which may come into my possession, and documents or things which I may prepare relating thereto, to trial counsel for the party by whom I am employed or retained.

9. I understand that if I violate the provisions of this Protective Order, I will be in violation of a Court Order and subject to sanctions or other remedies that may be imposed by the Court and potentially liable in a civil action for damages by the disclosing party.

Signature

SWORN AND SUBSCRIBED to

before me this ____ day of

_____, 2005

Notary Public

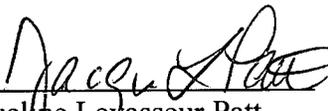
My Commission Expires:

CERTIFICATE OF SERVICE

The undersigned, attorney for Opposer, hereby certifies that a true and complete copy of foregoing Stipulation and Protective Order has been served by first class mail, postage paid, on this 19th day of January, 2007 upon attorney of record for Applicant:

Troy Greenfield, Esq.,
Bullivant, Houser, Bailey PC,
1601 Fifth Avenue, Suite 2300,
Seattle, Washington 98101-1618,

Daniel N. Ballard, Esq.,
Bullivant, Houser, Bailey PC,
1415 L Street, Suite 1000
Sacramento, CA 95814



Jacqueline Leyasseur Patt