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

Proceeding	91168756
Party	Defendant Ebel International Limited Ebel International Limited Argyle House, 41 Cedar Avenue BMX Hamilton, HM12,
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FEDERATION DES INDUSTRIES	:	Opposition No. 91168756
DE LA PARFUMERIE	:	Opposition No. 91171997
	:	Opposition No. 91171998
Opposer	:	Opposition No. 91171999
	:	Opposition No. 91172000
v.	:	Opposition No. 91172002
	:	Opposition No. 91172004
EBEL INTERNATIONAL LIMITED	:	Opposition No. 91172006
	:	Opposition No. 91172557
Applicant	:	

STIPULATED PROTECTIVE ORDER

It is hereby stipulated and agreed by and between the parties and their respective attorneys, subject to the approval of the Trademark Trial and Appeal Board, that, if in the course of these proceedings, either party has occasion to disclose information deemed by such party to constitute trade secrets or confidential proprietary information, the following procedures shall be employed and the following restrictions shall govern. This protective order shall be applicable to all deposition transcripts, responses to interrogatories and to requests for production, requests for admissions, documents produced in response to requests for production, other discovery responses pursuant to the Federal Rules of Civil Procedure, and other information hereafter furnished by or on behalf of either party, or any person associated with either party, in connection with these consolidated proceedings.

1. Either party may designate as "Confidential" or "CONFIDENTIAL-Attorneys Eyes Only" any documents, portions of testimony or any other materials covered by this protective order which the designating party reasonably believes contains or reflects a trade secret or confidential business information ("Confidential Information") belonging to the designating party. The designation of documents or other materials as "Confidential" or "CONFIDENTIAL – Attorneys Eyes Only" shall be made promptly by written notice, either by stamping the notice or

incorporating the notice on the documents or materials designated, or by providing a separate written notice at the time of production of the documents or other materials to counsel of record for the receiving party. The designation of portions of testimony shall be made at the time of testimony or within ten (10) days after the receipt of the transcript and a separate segregated transcript thereof shall be requested by the designating party.

2. When producing original files, records and materials for inspection, no marking need be made by the producing party in advance of the inspection. For purposes of the inspection, all documents and materials shall be considered as marked "Confidential". Thereafter, upon selection of specified documents and materials for copying by the inspecting party, the producing party shall mark such copies of the documents and materials as may actually contain protected subject matter with the word "Confidential" at the time any requested copies are produced to the inspecting party.

3. Except upon further order of the Board, or by express written consent of counsel of record, Confidential Information furnished in this action by any of the parties or individuals referred to in Paragraph 1 hereof shall be used or disclosed by the receiving party solely for purposes of prosecuting or defending this action and shall not be disclosed by the recipient to any person or entity other than:

(a) Counsel of record for each party, including, specifically, Opposer's French Counsel, the law firm of Sodema Conseils; and members and associates of counsel of record's law firms, and legal assistants and clerical employees of those firms actively engaged in this case.

(b) In-house counsel and business representatives of each party who are actively engaged in this case. With regard to the parties' in-house counsel, it is expressly understood and agreed that these individuals shall be acting in their capacity as lawyers and not as business advisors, and that no Confidential Information will be used in connection with any business advice rendered by such in-house counsel to their clients nor revealed to non-lawyers employed by any party.

(c) Independent non-employee experts and translators retained by either party for the purpose of this case.

(d) Any court reporter or typist recording or transcribing testimony in this action and any outside independent document reproduction firm.

(e) The party or person who was originally either the source or recipient of the material.

(f) Such other persons upon whom the parties mutually agree in writing.

(g) Such other persons as the Board may approve after notice and hearing,

(h) The Board, as provided in Paragraph 6 below.

Confidential Information marked "CONFIDENTIAL-Attorneys Eyes Only" shall not be shown to persons listed in sub-paragraph (b), above. For clarification purposes, any documents or similar materials produced or created that contain or are based upon Confidential Information marked CONFIDENTIAL may be seen by all persons listed in sub-paragraphs (a)-(h) and any documents or similar materials produced or created that contain or are based upon Confidential Information marked CONFIDENTIAL -ATTORNEYS EYES ONLY may be seen only by those persons listed in sub-paragraphs (a) and (c)-(h).

4. Prior to disclosure to any person designated pursuant to Paragraph 3(c) hereof of the Confidential Information held by any adverse party, such person shall be furnished with a copy of this order and shall be required to certify in writing that he/she has read this order, understands it and agrees to be bound by the terms thereof. No person designated pursuant to Paragraph 3(c) shall be given any Confidential Information until the party which designated such information as "Confidential" has received a signed certification from such designated person in accordance with the provisions of this Paragraph.

5. The parties agree to exchange Confidential Information upon execution of this Order by the parties. The recipient of any Confidential Information that is provided pursuant to this order shall maintain such Confidential Information in a secure and safe area and shall

exercise due and proper care with respect to the storage, custody and use of all Confidential Information. There shall be no reproduction of any Confidential Information except that, as required in the above-captioned litigation, copies, excerpts, or summaries may be shown or given to those persons authorized pursuant to Paragraph 3 above. Except as otherwise provided above, all Confidential Information shall remain in the custody of trial counsel, and in the event that Confidential Information or copies thereof leave the custody of trial counsel as provided above, trial counsel shall remain responsible for their control, care and confidentiality.

6. Unless otherwise ordered by the Board or agreed to by the parties, all documents and deposition transcripts containing Confidential Information hereafter filed with the Board shall be filed in a sealed envelope with a cover label bearing the caption of the action and the following notice: TO BE FILED UNDER SEAL PURSUANT TO THE ORDER OF THE BOARD. These items shall not be part of the public record of this case and their contents shall not be revealed to persons other than those listed in Paragraph 3 above.

7. Within sixty (60) days of the conclusion of this proceeding, including any appeals, all Confidential Information furnished pursuant to the terms of this order, any drawings related to and notes taken from said Confidential Information, and all copies thereof, which are not in the custody of this court, or which are not an exhibit or attachment to any pleading filed in this action, shall be returned to the party furnishing said Confidential Information or destroyed (and certified under penalty of perjury as having been destroyed) by the party in possession thereof. One copy of any adverse party's Confidential Information which is contained in a discovery deposition transcript or trial deposition transcript or an exhibit to either may be retained by counsel while maintaining the confidentiality thereof.

8. Confidential Information may be disclosed to individuals other than those

identified in Paragraph 3 hereof only upon the express written consent of all parties or by court order, except that, for purposes of discovery in or trial of this action, Confidential Information may be disclosed by any adverse party to officers or employees of the party which designated the information as "Confidential" without the prior written consent of that party.

9. The restrictions set forth in the preceding paragraphs shall not apply to Confidential Information which (a) is or becomes public knowledge not in violation of this order; (b) is acquired by the non-designating party from a third party lawfully possessing and lawfully entitled to disclose such information; or (c) was lawfully possessed by the non-designating party prior to discovery in this case.

10. Any party may request in writing at any time the release of documents, testimony or other materials designated as "Confidential", or filed under seal, from the requirements of the terms and provisions of this order. Such materials shall be released unless, within ten (10) business days of receipt of such written request, counsel of record for the designating party makes a good faith objection in writing to the release of such materials, based on counsel's reasonable belief that such materials contain or reflect confidential information or trade secrets.

11. This order shall be without prejudice to the right of either party to bring before the Board any question as to whether any particular document(s) or deposition transcript(s) should be or should not be filed under seal, provided that the party bringing any such question before the court has complied with the procedure set forth in Paragraph 10.

12. Nothing contained in this order shall restrict use or disclosure of Confidential Information by the party whose counsel designated the underlying or constituent matter as "Confidential." In the event Confidential Information is used at any deposition in this action by the party whose counsel designated the underlying or constituent matter as "Confidential", the witness shall be given a copy of this order and shall use and disclose such information in

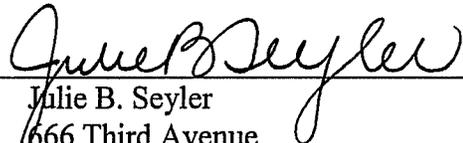
accordance with the terms and provisions hereof.

13. In the event anyone shall violate or threaten to violate any term of this 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 the provisions of this order shall not employ as a defense thereto the claim that the aggrieved party possesses an adequate remedy of law. The parties and any other person subject to the terms of this order agree that the U.S. District Court for the district that has jurisdiction over the person or party have appropriate jurisdiction over it and them for the purpose of enforcing this order.

14. The obligation to maintain confidentiality embodied in this order shall survive the termination of this proceeding.

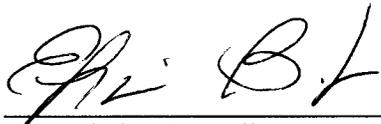
15. Upon notice, the Board may make such further orders and directions as it deems appropriate or necessary concerning the subject matter of this order including, without limitation, orders modifying, extending, limiting or vacating any or all of the provisions herein contained.

ABELMAN FRAYNE & SCHWAB

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Date March 14, 2007

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Date 03/14/2007

APPROVED:

Member
Trademark Trial and Appeal Board

Date