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

Proceeding	91168845
Party	Plaintiff Panthers Football LLC
Correspondence Address	Andrea J. Chiller QUINN EMANUEL URQUHART OLIVER & HEDGES LLP 51 Madison Avenue 22nd Floor New York, NY 10010 UNITED STATES andreachiller@quinnemanuel.com, claudiabogdanos@quinnemanuel.com
Submission	Other Motions/Papers
Filer's Name	Andrea J. Chiller
Filer's e-mail	andreachiller@quinnemanuel.com
Signature	/Andrea J. Chiller/
Date	05/30/2006
Attachments	GT protective order.pdf (8 pages)(148516 bytes) Growl Towel Cert of Service.pdf (1 page)(63372 bytes)

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

In the Matter of Application Serial No. 78/522,183
Published in the Official Gazette on September 27, 2005
Mark: GROWL TOWEL

NFL PROPERTIES LLC and PANTHERS
FOOTBALL LLC,

Opposers,

Opposition No. 91/168,845

-against-

REACH EVENT MARKETING LLC,

Applicant.

STIPULATED PROTECTIVE ORDER

WHEREAS, opposers NFL Properties LLC and Panthers Football LLC and applicant Reach Event Marketing LLC acknowledge that each party may obtain from the other party, through discovery or otherwise, information, documents and materials, some or all of which are or may be considered confidential by the producing party; and

WHEREAS, the parties through their undersigned counsel, have reached the following agreement governing the production and use of information and documents, confidential and not, pursuant to the provisions of 37 C.F.R. § 2.120 and Federal Rule of Civil Procedure 26;

IT IS HEREBY STIPULATED AND AGREED, by and between counsel for the parties, for purposes of the above-captioned action, and subject to the approval of the Trademark Trial and Appeal Board ("TTAB") that:

1. This Stipulated Protective Order governs the use of all materials produced or disclosed by any party, whether by agreement, by formal discovery request or at trial;

responses to interrogatories, document requests and requests for admissions, deposition transcripts and any other information, documents, objects or things that have been or will be produced or received by any person, or disclosed by or to any person, in the above-captioned action, including any and all copies, abstracts, digests, notes and summaries thereof. These materials are collectively referred to herein as "Disclosed Materials."

2. Any person subject to discovery in this action shall have the right to designate as "CONFIDENTIAL" or as "CONFIDENTIAL—FOR ATTORNEYS' EYES ONLY" any Disclosed Materials that it believes, based on a good faith determination, are deemed to contain confidential business information and/or trade secrets relating to its business for which the public disclosure thereof would likely have an adverse effect on the producing party's business, or information furnished to it by third parties on a restricted basis, that is not generally available or known and that is generally not revealed to third parties or, if revealed, would be maintained in confidence. These Disclosed Materials, including information derived therefrom, are collectively referred to herein as "Confidential Materials."

3. The receiving party shall use Confidential Materials solely for the prosecution and/or defense of the above-captioned action, and only as provided in this Stipulated Protective Order. Confidential Materials shall not be used or employed for the purpose of any other action, use or proceeding, or for any business or other purpose whatsoever.

4. Confidential Materials designated "CONFIDENTIAL" may be disclosed only to the following persons:

(a) The TTAB;

(b) Outside counsel of record in the above-captioned action, attorneys and staff regularly employed by such counsel who need to review such information in connection

with this action;

(c) In-house counsel for NFL Properties LLC, Panthers Football LLC, Cincinnati Bengals, Inc. and Reach Event Marketing LLC, staff assisting in-house counsel and other corporate personnel whose access to Confidential Materials is necessary to fairly prepare the party's case for trial;

(d) Actual or potential independent experts and other party and non-party witnesses, provided that before any Confidential Material is disclosed to any independent expert and other witnesses such independent expert and other witnesses shall read this Stipulated Protective Order in its entirety and execute the Certificate annexed hereto. A Certificate executed by any actual independent expert(s) or other witness(es) used at trial shall be served on counsel for the other party; and

(e) Court reporters or stenographers employed in connection with the above-captioned action.

5. Confidential Materials designated "CONFIDENTIAL—FOR ATTORNEYS' EYES ONLY" may be disclosed only to the following persons:

(a) The TTAB;

(b) Outside counsel of record in the above-captioned action, attorneys and staff regularly employed by such counsel who need to review such information in connection with this action;

(c) In-house counsel for NFL Properties LLC, Panthers Football LLC, Cincinnati Bengals, Inc. and Reach Event Marketing LLC and staff assisting in-house counsel, with the exception of any individual who does not operate exclusively in a legal capacity or who has any decision-making authority regarding non-legal business matters;

(d) Independent experts of the receiving party who are not and have not been an employee of a party or of an affiliated company of a party and who have been retained by counsel to assist in this action, provided that before any Confidential Material is disclosed to any independent expert such independent expert shall read this Stipulated Protective Order in its entirety and execute the Certificate annexed hereto. A Certificate executed by any independent expert(s) used at trial shall be served on counsel for the other party; and

(e) Court reporters or stenographers employed in connection with the above-captioned action.

6. Confidential Materials shall be designated in the following manner:

(a) With respect to document production, Confidential Materials shall be designated by stamping, labeling or marking "CONFIDENTIAL" or "CONFIDENTIAL—FOR ATTORNEYS' EYES ONLY." Tangible objects may be designated Confidential Materials by affixing a label or tag marked "CONFIDENTIAL" or "CONFIDENTIAL—FOR ATTORNEYS' EYES ONLY."

(b) With respect to depositions, the party or witness may, by letter to all counsel of record, designate any portion of deposition testimony as Confidential Material at any time up to twenty (20) days after actual receipt of the transcript of the deposition, and until the end of the twenty (20) day period (or until an earlier designation is made by counsel) the entire deposition shall be treated as if designated "CONFIDENTIAL—FOR ATTORNEYS' EYES ONLY."

(c) With respect to answers to interrogatories and requests for admissions, Confidential Materials shall be designated by clearly labeling all or any portion of an answer as "CONFIDENTIAL" or "CONFIDENTIAL—FOR ATTORNEYS' EYES ONLY" in the body of

the response.

(d) Other Confidential Materials shall be designated "CONFIDENTIAL" or "~~CONFIDENTIAL~~—FOR ATTORNEYS' EYES ONLY" by letter to all counsel of record.

7. If a person inadvertently produces Confidential Materials without so designating, such person can later designate the material as "CONFIDENTIAL" or "~~CONFIDENTIAL~~—FOR ATTORNEYS' EYES ONLY" and it shall be treated as "CONFIDENTIAL" or "~~CONFIDENTIAL~~—FOR ATTORNEYS' EYES ONLY" thereafter.

8. A party is not obligated to challenge the propriety of any Confidential Material designation at the time made, and failure to do so shall not preclude a subsequent challenge thereto or constitute an admission that such designation was proper. In the event that any party to this action disagrees at any stage of this action with such designation, such party shall provide to the producing party written notice of its disagreement with the designation. The parties shall first try to dispose of such dispute in good faith on an informal basis. If the dispute cannot be resolved, the party challenging the designation may request appropriate relief from the TTAB no sooner than ten (10) business days following service of the written notice to the other party of disagreement. If it is necessary to present the dispute to the TTAB for resolution, it shall be up to the party opposing the designation to move the TTAB for an order compelling production without the objectionable restriction. Unless and until the TTAB issues a final ruling that the material is not Confidential, the material in question shall continue to be treated by all parties as Confidential, and all provisions hereof shall be adhered to with respect to the same.

9. Nothing herein shall prevent any person from publicly disclosing any of its own Confidential Materials, as it deems appropriate. Public disclosure of any Confidential Materials shall waive its confidentiality.

10. If a party wishes to submit to the TTAB any Confidential Materials, or to use or refer to the same in briefs, affidavits, or any other documents or submissions, such materials using or referring to such Confidential Materials shall be filed with the TTAB with the request that the TTAB file the material under seal pursuant to 37 C.F.R. §§ 2.27(e), 2.125(e) and TTAB Manual of Procedure § 120.02.

11. If a party wishes to introduce any Confidential Materials on the public record during a hearing before the TTAB, the testimony or post-testimony periods or final oral argument before the TTAB, such party shall give the producing party reasonable advance written notice of such intention, such notice to clearly specify the Confidential Materials to be disclosed, so as to afford the producing party the opportunity to apply to the TTAB for an order of non-disclosure or for other protection.

12. (a) All Confidential Materials and all copies thereof shall be returned to the producing party within sixty (60) days after the termination of the above-captioned action, or shall be destroyed, at the option of the producing party. In the latter case, the receiving party shall certify in writing that the materials have been destroyed.

(b) Notwithstanding the foregoing, one designated outside counsel of record for each party may maintain in its files one copy of each affidavit, affirmation, certification, declaration, brief, notice of motion, deposition or hearing transcript, exhibit, opinion, pleading, discovery request or response, stipulation, correspondence between counsel for the parties to these actions, other documents filed with the TTAB, and attorney work product, consisting of or containing Confidential Materials. All such Confidential Materials shall remain subject to the terms of this Stipulated Protective Order.

13. This Stipulated Protective Order shall become effective as a stipulation

among the parties immediately upon its execution by counsel for the parties, notwithstanding the pendency of approval by the TTAB. If the TTAB ultimately withholds its approval or makes its approval conditional, no party shall treat any Confidential Materials produced subsequent to that time other than as provided in this Stipulated Protective Order without giving the producing party sufficient advance notice to allow for application to the TTAB for additional relief.

14. This Stipulated Protective Order may be amended without leave of the TTAB by the agreement of counsel for the parties in the form of a stipulation that shall be filed in this action.

15. This Stipulated Protective Order shall remain in full force and effect until modified, superseded or terminated on the record by agreement of the parties or by an order of the TTAB.

WE HEREBY STIPULATE TO THE ENTRY OF THIS ORDER:

By: 
Robert L. Baskopf
Claudia T. Bogdanos
Andrea J. Chiller
Quinn Emanuel Urquhart Oliver & Hedges, LLP
51 Madison Avenue
New York, NY 10010
Tel: (212) 849-7000
Fax: (212) 849-7011

Dated: 5/26/2006

By: 
Jason M. Theobald
Reach Event Marketing LLC
9933 Alliance Road
Cincinnati, Ohio 45242
Tel: (513) 794-4100
Fax: (513) 794-4141

Dated: 5/25/06

SO ORDERED:

Dated: _____

TTAB

CERTIFICATE

I hereby certify my understanding that Confidential Materials are being provided to me pursuant to the terms and restrictions of the Stipulated Protective Order in NFL Properties LLC and Panthers Football LLC v. Reach Event Marketing LLC, Opposition No. 91/168,845 and that I have been given a copy of the Stipulated Protective Order and that I have read and understand and agree to be bound by its terms. I understand that all such Confidential Materials I may be shown, including copies thereof and any notes and transcriptions made therefrom, are to be used only for the purposes permitted by the Stipulated Protective Order and for no other purpose, under penalty of sanctions, pursuant to 37 C.F.R. § 2.120(g) and Federal Rule of Civil Procedure 37(b), for violating this Stipulated Protective Order. I also understand that such Confidential Materials shall be returned or destroyed in the manner provided in Paragraph 12 of the Stipulated Protective Order.

Signature: _____

Name*: _____

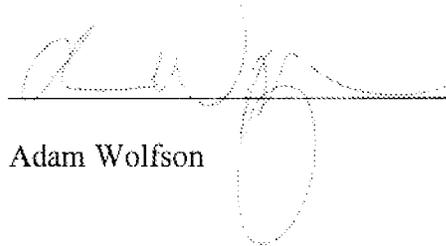
Address*: _____

Dated: _____

***This information must be printed or typed.**

CERTIFICATE OF SERVICE

I certify that on the 30th day of May 2006 true copies of OPPOSERS' STIPULATED PROTECTIVE ORDER were served on Applicant, by sending the same by U.S. mail postage prepaid to Jason M. Theobald, Esq., c/o Reach Event Marketing, LLC, 9933 Alliance Road, Cincinnati, OH 45242.



Adam Wolfson