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

Proceeding	91175067
Party	Defendant AMSENG AMSENG 676G Bonded Parkway Streamwood, IL 60107 jjasper@hfzlaw.com
Correspondence Address	Joseph T. Jasper Hanley, Flight & Zimmerman, LLC 150 S. Wacker Drive, Ste. 2100 Chicago, IL 60606 jjasper@hfzlaw.com
Submission	Motion to Amend Application
Filer's Name	Joseph T. Jasper
Filer's e-mail	jjasper@hfzlaw.com, lgiese@hfzlaw.com
Signature	/Joseph T. Jasper/
Date	03/15/2007
Attachments	REQUEST_AMEND.pdf (2 pages)(66065 bytes) Fully Executed Agreement.pdf (4 pages)(86096 bytes)

TRADEMARK
Docket No. 20128/10009

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant(s): AMSENG	)	I hereby certify that this paper is
	)	being filed electronically with the
	)	U.S. Patent and Trademark Office
Opposer: Henkel Corporation	)	on this date:
	)	
	)	
Opposition No.: 91/175,067	)	**March 15, 2007**
	)	
	)	
Serial No.: 78/746,096	)	/Joseph T. Jasper/____
	)	Joseph T. Jasper
	)	Attorney
For: AQUA-SANC-LOCK	)	

REQUEST TO AMEND IDENTIFICATION OF GOODS AND ACKNOWLEDGEMENT OF SETTLEMENT/CO-EXISTENCE AGREEMENT

Trademark Trial and Appeal Board
P.O. Box 1451
Alexandria, Virginia 22313-1451

Sir:

Pursuant to the Co-Existence Agreement signed by both parties, and attached hereto as Exhibit A, the applicant hereby requests to amend the description of goods in the above-referenced trademark application as follows:

FROM:

Adhesives for industrial applications

TO:

Industrial adhesives, namely, industrial adhesives for use in the packaging and core winding industries, the flooring industries, the textile and insulation industries, and the wood and construction industries.

The proposed amendment does not materially alter the mark and complies with all applicable rules and statutory provisions. Further, I hereby certify that a true and complete copy of the foregoing Request to Amend has been served on Henkel of America, Inc. by mailing said copy on March 15, 2007, via First Class Mail to: 2200 Renaissance Boulevard; The Triad, Suite 200; Gulph Mills, PA 19406.

Correspondence Address:

Respectfully submitted,

HANLEY, FLIGHT & ZIMMERMAN, LLC
USPTO Customer Number 34431
150 S. Wacker Drive
Suite 2100
Chicago, Illinois 60606
(312) 580-1020

By: /Joseph T. Jasper/
Joseph T. Jasper

March 15, 2007

Amseng Original

CO-EXISTENCE AGREEMENT

This Agreement is made on the dates set forth below, between Henkel Corporation. [NOTE: Opposer is Henkel Corporation], a corporation organized under the law of Delaware, having an address of 2200 Renaissance Boulevard, The Triad, Suite 200, Gulph Mills, Pennsylvania (hereinafter "Henkel"), and Applied Material Systems Engineering, Inc. [NOTE: Applicant is Amseng], a corporation of Illinois, having an address at 2309 Pennsbury Court, Schaumburg, Illinois [NOTE:Applicant's address in USPTO records is a different address] (hereinafter "AMSENG").

WHEREAS Henkel is the owner of the trademark AQUALOCK as the successor of interest to Sovereign Specialty Chemicals, Inc, owner of record of U.S. trademark Registration No. 1,904,859, in International Class 001, for the mark AQUALOCK, for "water-based adhesives for use in the automotive, aerospace, and industrial areas of business, excluding floor products of any kind", the mark having been used in Commerce on such goods since 1993, and

WHEREAS AMSENG seeks federal registrations in International Class 001 for AQUA-SANC-LOCK, U.S. Intent-To-Use trademark Application No. 78/746,096 and AQUA-NANO-LOCK, U.S. Intent-To-Use trademark Application No. 78/746,076 ("the Applications") as applied to adhesives for industrial applications, and

WHEREAS Henkel has filed oppositions against the Applications, Opposition Nos. 91175067 and 911775066 ("the Oppositions"), and

WHEREAS the parties wish to resolve their differences without the need for litigation,

NOW THEREFORE, in consideration of the mutual promises contained herein, and intending to be legally bound, the parties hereby agree as follows:

1. AMSENG agrees that it will restrict its description of goods for the Applications, to state: "Industrial adhesives, namely, industrial adhesives for use in the packaging and core winding industries, the flooring industries, the textile and insulation industries, and the wood and construction industries" and agrees that it will limit use of the marks AQUA-SANC-LOCK and AQUA-NANO-LOCK to industrial adhesives for use in the packaging and core winding industries, the flooring industries, the textile and insulation industries, and the wood and construction industries. The amendments will be made within one week of the execution of this Agreement.

2. Henkel agrees to withdraw the Oppositions promptly after entry of the amendments pursuant to Paragraph 1 above. In addition, Henkel agrees not to further oppose the Applications, not to challenge the validity of any registration issuing therefrom, and not to bring an infringement suit or other complaint against AMSENG for use of the marks AQUA-SANC-LOCK and AQUA-NANO-LOCK provided that AMSENG is not in violation of Paragraph 1 above.

3. AMSENG agrees not to challenge the validity of the registrations of Henkel, cited above, provided Henkel is not in violation of Paragraph 2 above.

4. If either party is in violation of any provision of this Agreement, the aggrieved party shall give notice of such violation, at the violating party's address shown above, within thirty (30) days of the date on which such violation comes to the attention of the aggrieved party. Once the violating party has been notified of a violation of this Agreement, it shall have forty-five (45) days to investigate the alleged violation and to notify the aggrieved party as to what corrective steps, if any, it intends to take to insure that the violation is remedied and does not reoccur. No legal or administrative action shall be

taken against the violating party for a violation or breach of this Agreement if, within the forty-five (45) day time period, the violating party takes reasonable actions to insure that such breach or violation is remedied and will not reoccur. It is the intention of the parties to resolve potential disputes by negotiation and not litigation. However, in the event that such negotiation does not resolve the alleged violation within the forty-five day period mentioned above, nothing in this Agreement shall preclude the aggrieved party from taking legal or administrative action against the violating party.

5. This document contains the entire agreement and understanding between the parties and supersedes any previous agreement and understanding, written or oral, relating to the subject matter of this Agreement.

6. This Agreement shall be binding upon the parties and their assigns, successors and legal representatives.

7. The representation, warranties, covenant, and undertakings contained in this Agreement are for the sole benefit of the parties and their successor(s) and assign(s) and shall not be construed as conferring any rights to any third party.

8. The provisions of this Agreement are severable, and in the event that any provision of this Agreement is determined to be invalid or unenforceable under any controlling body of law, such invalidity or non-enforceability shall not in any way affect the validity or enforceability of the remaining provisions.

Henkel Corporation

Date: Feb 16th 2007 By: _____

~~Christel Emerson~~
~~Assistant General Counsel & Trademark Counsel~~
Lyndon Smith
Vice President - UT Marketing and Platform Developmen

Applied Material Systems Engineering Inc.,

Date: Feb. 7th, 2007 By: _____

Mukund Despande
President