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Filing date: **01/23/2008**

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

Proceeding	91177192
Party	Plaintiff NAUTICA APPAREL, INC.
Correspondence Address	Stephen L. Baker Baker and Rannells, PA 575 Route 28, Suite 102 Raritan, NJ 08869 UNITED STATES n.friedman@br-tmlaw.com
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Signature	/Neil B. Friedman/
Date	01/23/2008
Attachments	NBF Board re Protective Order.pdf (1 page)(66117 bytes) Protective Order Executed by All Parties.pdf (10 pages)(224666 bytes)

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ADMITTED TO PRACTICE IN
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PLEASE RESPOND TO THE NEW JERSEY ADDRESS
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January 23, 2008

VIA ELECTRONIC FILING
Trademark Trial and Appeal Board
U.S. Patent and Trademark Office
P.O. Box 1451
Alexandria, VA 22313-1451

Re: Nautica Apparel, Inc. v. Martanna, LLC
Mark: GET NAUTI
Opposition No.: 91177192

Dear Sir/Madam:

Please find attached a jointly prepared protective order which has been agreed to by the parties. We respectfully request that it be So Ordered and entered by the Board.

Yours very truly,

/s/ Neil B. Friedman

NBF:ak
Enclosures

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

NAUTICA APPAREL, INC.,

Opposer,

v.

MARTANNA LLC,

Applicant.

Opposition No. 91177192

Mark: GET NAUTI

Serial No. 78610037

Filed: April 15, 2005

IT IS HEREBY STIPULATED AND AGREED by and between the parties, that, pursuant to § 2.125(e), Trademark Rules of Practice, and Rule 26(c), Fed. R. Civ. P., during the course of this action, with respect to any documents or information received by any party to this action in response to any document request, interrogatory, deposition or otherwise which contains or comprises confidential or proprietary information, the following procedures shall be employed and the following restrictions shall govern:

1. Any document, response to interrogatory, deposition transcript or portion of a deposition transcript, response to requests for admission or other material or portion thereof (hereinafter collectively "MATERIAL") believed, in good faith, by the party producing the MATERIAL to contain information which such party, in good faith, has reason to believe is not known or available to the public, and which information such party believes to constitute proprietary, confidential and/or trade secret information relating to the producing party's business may, at the time of its initial disclosure, be designated by the producing party to be either (i) "CONFIDENTIAL MATERIAL" or (ii) "HIGHLY CONFIDENTIAL/ATTORNEY'S EYES ONLY MATERIAL", within the terms of this Protective Order by stamping or otherwise marking the MATERIAL with the legend "CONFIDENTIAL" or "HIGHLY

CONFIDENTIAL/ATTORNEY'S EYES ONLY" (hereinafter "LEGEND"), whichever LEGEND is appropriate. Any inadvertent disclosure of MATERIAL without an appropriate designation shall be remedied as soon as the disclosing party learns of the error, by informing all adverse parties, in writing, of the error.

2. Any deposition transcript or trial testimony or portion thereof designated as CONFIDENTIAL MATERIAL or HIGHLY CONFIDENTIAL/ATTORNEY'S EYES ONLY MATERIAL is to be bound separately by the Court Reporter, and any responses to interrogatories, document requests, or requests for admission designated as CONFIDENTIAL MATERIAL or HIGHLY CONFIDENTIAL/ATTORNEY'S EYES ONLY MATERIAL are to be served separately. The designation of CONFIDENTIAL MATERIAL or HIGHLY CONFIDENTIAL/ATTORNEY'S EYES ONLY MATERIAL regarding information and/or testimony contained in a deposition or in trial testimony may be made at the time of the deposition or testimony or by written notification of the adverse party within fourteen (14) days of receipt of the deposition transcript or trial testimony transcript of those portions of the transcript containing CONFIDENTIAL MATERIAL or HIGHLY CONFIDENTIAL/ATTORNEY'S EYES ONLY MATERIAL.

"Confidential Material"

3. MATERIAL designated as CONFIDENTIAL MATERIAL and all copies, abstracts, summaries or information derived therefrom, and all notes or other records regarding the contents thereof, shall be maintained in confidence by the person to whom such materials are produced or disclosed, and shall not be disclosed to any person except:

(A) outside counsel of record to the parties to this proceeding, and the legal associates and clerical and other support staff who are employed by such counsel and who are actually involved in assisting counsel in the prosecution or defense of this action;

(B) the Trademark Trial and Appeal Board (the "Board"), any subsequent Appellate body to whom an appeal is taken in this matter, and any Court before whom a dispute concerning this agreement or its enforcement is brought;

(C) the party himself (if an individual), and those directors, officers, trustees and employees of the parties, who are actually involved in assisting counsel in the prosecution or defense of this action;

(D) independent experts and their employees retained by any of the parties to this action or their counsel who are assisting counsel in the prosecution or defense of this action; and

(E) any other person agreed to by the parties or allowed by the Board.

CONFIDENTIAL MATERIAL, and any information contained in any CONFIDENTIAL MATERIAL, shall not be made available to, or in any manner revealed to or discussed with, anyone except as provided above in this paragraph 3. This provision pertains to disclosure by the party receiving CONFIDENTIAL MATERIAL and does not limit the disclosure of CONFIDENTIAL MATERIAL by the producing party.

"Highly Confidential/Attorney's Eyes Only Material"

4. MATERIAL that the disclosing party has reason to believe, in good faith, consists of or contains especially sensitive information, including but not limited to, sales, marketing, and business strategy and planning information and design or technical data, may be designated HIGHLY CONFIDENTIAL/ATTORNEY'S EYES ONLY MATERIAL. All HIGHLY CONFIDENTIAL/ATTORNEY'S EYES ONLY MATERIAL, and all copies,

abstracts, summaries or information derived therefrom, and all notes or other records regarding the contents thereof, shall be maintained in confidence by the person to whom such materials are produced or disclosed, and shall not be disclosed to any person except:

(A) outside counsel of record to the parties to this proceeding, and the legal associates and clerical and other support staff who are employed by such counsel and who are actually involved in assisting counsel in the prosecution or defense of this action;

(B) the Board, any subsequent Appellate body to whom an appeal is taken in this matter, and any Court before whom a dispute concerning this agreement or its enforcement is brought; and

(C) any other person agreed to by the parties or allowed by the Board.

HIGHLY CONFIDENTIAL/ATTORNEY'S EYES ONLY MATERIAL, and any information contained in any HIGHLY CONFIDENTIAL/ATTORNEY'S EYES ONLY MATERIAL, shall be deemed for ATTORNEY'S EYES ONLY and, except as provided above in this paragraph 4, shall not be made available to, or in any manner revealed to or discussed with, anyone, including the receiving attorney's client(s) or any of the client(s)' employees. This provision pertains to disclosure by the party receiving HIGHLY CONFIDENTIAL/ATTORNEY'S EYES ONLY MATERIAL and does not limit the disclosure of HIGHLY CONFIDENTIAL/ATTORNEY'S EYE ONLY MATERIAL by the producing party.

5. All CONFIDENTIAL MATERIAL and HIGHLY CONFIDENTIAL/ATTORNEY'S EYES ONLY MATERIAL shall be used solely for purposes of this proceeding and any appeal taken in this proceeding and for no other purpose, and persons having access to CONFIDENTIAL MATERIAL and/or HIGHLY

CONFIDENTIAL/ATTORNEY'S EYES ONLY MATERIAL shall not disclose or provide such information to any person not authorized to receive the same under this Protective Order.

6. Before CONFIDENTIAL MATERIAL or HIGHLY CONFIDENTIAL/ATTORNEY'S EYES ONLY MATERIAL is disclosed to any persons identified, respectively, in categories (C), (D) or (E) of paragraph 3 or category (C) of paragraph 4 above, each such person shall signify assent to the terms of this Protective Order by executing, prior to receipt of such CONFIDENTIAL MATERIAL or HIGHLY CONFIDENTIAL/ATTORNEY'S EYES ONLY MATERIAL, whichever is applicable, an acknowledgment statement (in the form attached hereto) which indicates that he or she has read this Protective Order and agrees to be bound in all respects by its terms.

7. Counsel for the receiving party shall not disclose any HIGHLY CONFIDENTIAL/ATTORNEY'S EYES ONLY MATERIAL of the producing party to any person associated with the receiving party except as expressly provided in paragraph 4 of this Protective Order.

8. If any CONFIDENTIAL MATERIAL or HIGHLY CONFIDENTIAL/ATTORNEY'S EYES ONLY MATERIAL is summarized, discussed or otherwise used at any deposition, hearing, or the trial of this action, all persons other than stenographic personnel and those authorized hereunder to have access to the same, shall be excluded from such portion of the deposition, hearing, or trial of this action, unless the parties otherwise agree or the Board otherwise orders.

9. Any CONFIDENTIAL MATERIAL or HIGHLY CONFIDENTIAL/ATTORNEY'S EYES ONLY MATERIAL filed with the Board shall be submitted separately and under seal and marked as "CONFIDENTIAL" or "HIGHLY

CONFIDENTIAL/ATTORNEY'S EYES ONLY", bearing the proceeding number, unless and until the parties otherwise agree or the Board otherwise orders.

10. Once participation in this action by any person obtaining such CONFIDENTIAL MATERIAL and/or HIGHLY CONFIDENTIAL/ATTORNEY'S EYES ONLY MATERIAL pursuant to paragraph 3 or paragraph 4 above, whichever is applicable, has terminated or otherwise concluded, all CONFIDENTIAL MATERIAL and HIGHLY CONFIDENTIAL/ATTORNEY'S EYES ONLY MATERIAL in his or her possession shall be returned within thirty (30) days to counsel with whom he or she was associated or affiliated or from whom such person otherwise obtained such CONFIDENTIAL MATERIAL or HIGHLY CONFIDENTIAL/ATTORNEY'S EYES ONLY MATERIAL.

11. Upon final disposition of this action, all CONFIDENTIAL MATERIAL and HIGHLY CONFIDENTIAL/ATTORNEY'S EYES ONLY MATERIAL held by the receiving party shall be returned to the producing party.

12. The restrictions set forth in the preceding paragraphs shall not apply to materials and information which, at or prior to disclosure thereof in this action, were known or had been independently developed by the discovering party or were public knowledge, or which, after disclosure thereof, become public knowledge other than by act or omission of the non-designating party, or its agents, experts and attorneys. No party hereto shall be bound by this stipulation and order as to any information which is possessed prior to this action, unless that information was obtained under circumstances requiring its treatment as confidential.

13. The parties will use reasonable care to avoid designating any documents or information as CONFIDENTIAL MATERIAL or HIGHLY CONFIDENTIAL/ATTORNEY'S EYES ONLY MATERIAL, which contains knowledge generally available to the public.

14. Notwithstanding the foregoing, this Order shall be without prejudice to the right of any party to object to the production or inspection of any MATERIAL upon any other appropriate ground, and nothing contained herein shall be construed as a waiver of any objections which might be raised as to the admissibility in the relevant proceeding of any evidentiary MATERIAL. Furthermore, this Order shall not foreclose the parties from challenging, in good faith, in writing that MATERIAL labeled "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL/ATTORNEY'S EYES ONLY" in accordance with the provisions of this Protective Order is, in fact, not confidential or highly confidential. If the parties are unable to agree within ten (10) business days whether or not such MATERIAL is confidential or highly confidential, whichever is applicable, the party challenging the designation of such MATERIAL as confidential or highly confidential shall move for an order from the Board that such MATERIAL is not CONFIDENTIAL MATERIAL or HIGHLY CONFIDENTIAL/ATTORNEY'S EYES ONLY MATERIAL.

15. A failure of any party to challenge expressly the designation of any material as CONFIDENTIAL MATERIAL or HIGHLY CONFIDENTIAL/ATTORNEY'S EYES ONLY MATERIAL under this Order shall not be deemed as an admission that such material or any information contained herein is in fact non-public.

16. This Order is without prejudice to the right of any party to seek relief from the Board, upon good cause shown, from any of the restrictions provided above or for any other grounds provided by applicable law.

17. This Protective Order may be amended without leave of the Board by the agreement of counsel for the parties in the form of a Stipulation that shall be filed in this action.

18. Nothing in this Protective Order shall constitute:

(A) an agreement by the parties to produce any documents or supply any information or testimony in discovery not otherwise agreed upon or required by order of the Board;

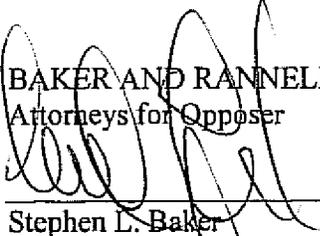
(B) a waiver by any person or party of any right to object to or seek a further protective order with respect to any discovery request in this action; or

(C) a waiver of any claim of immunity or privilege with regard to any testimony, documents or information.

19. This Order may be executed in multiple counterparts.

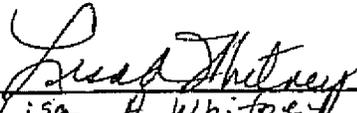
20. The parties to this Protective Order and any other persons or entities bound by this Protective Order consent to the jurisdiction of the Board, and any subsequent Appellate body to whom an appeal is taken in this matter, and the United States District Court for the Eastern District of Virginia, concerning this Protective Order, including but not limited to the interpretation and enforcement thereof.

Dated: 1/23, 2008

BAKER AND RANNELLS, PA
Attorneys for Opposer
By 
Stephen L. Baker
Neil B. Friedman
575 Route 28, Suite 102
Raritan, New Jersey 08869

Dated: 1-23, 2008

NAUTICA APPAREL, INC.

By 
Lisa H. Whitney
Vice President.

Dated: 1-22, 2008

SAUL EWING, LLP
Attorneys for Applicant

By 
Howard G. Slavit, Esq.
2600 Virginia Avenue, NW
Suite 1000 - The Watergate
Washington, D.C. 20037

Dated: 22 JANUARY, 2008

MARTANNA L.C.


By: Michael DiMcglia
Title: President

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

NAUTICA APPAREL, INC.,

Opposition No. 91177192

Opposer,

Mark: GET NAUTI

v.

Serial No. 78610037

MARTANNA LLC,

Filed: April 15, 2005

Applicant.

ACKNOWLEDGMENT

The undersigned hereby acknowledges that he/she/they has/have each read the Protective Order in the above-referenced proceeding, a fully executed copy of which attached hereto; that he/she/they understand(s) the terms thereof; that he/she/they agree(s) to be bound by its terms.

Name:
Address:
Employer or Business Affiliation:
Title:
Date: