

ESTTA Tracking number: **ESTTA244912**

Filing date: **10/27/2008**

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

| | |
|------------------------|---|
| Proceeding | 91186436 |
| Party | Defendant Jodi Caden |
| Correspondence Address | Jodi Caden 1917 Bayou Drive, #201 Bloomfield Hills, MI 48302 UNITED STATES |
| Submission | Other Motions/Papers |
| Filer's Name | Jeffrey H. Kass |
| Filer's e-mail | ip@gjn.com, jhkass@gjn.com |
| Signature | /Jeffrey H. Kass/ |
| Date | 10/27/2008 |
| Attachments | Motion for Extension of Time with Exhibit 1.pdf (4 pages)(111493 bytes) |

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

| | | |
|-----------------------|---|-------------------|
| CAROLINE CHRISTENSEN, | : | |
| | : | |
| Opposer, | : | APP. NO: 77413127 |
| | : | |
| v. | : | |
| | : | OPP. NO: 91186436 |
| | : | |
| JODI CADEN, | : | |
| | : | |
| Applicant. | : | |

MOTION FOR EXTENSION OF TIME TO ANSWER

COMES NOW Applicant Jodi Caden and requests an extension of time to answer until such time Opposer files its Withdrawal of Opposition. The parties settled this case and the Opposer is obligated to withdraw its opposition. In support of this motion, Applicant states:

1. Applicant's answer to the Opposition is due October 27, 2008.
2. The parties settled this case, as evidenced by Exhibit 1, attached hereto. The settlement requires Opposer to withdraw its Opposition so that Applicant's application can proceed to registration.
3. In the event Opposer has not yet filed its withdrawal, Applicant requests an extension of time to answer so that Opposer can file its withdrawal, obviating the need for ever filing an answer.

WHEREFORE Applicant seeks an extension of time to answer the Opposition so that Opposer can file its Withdrawal of Opposition.

Respectfully submitted,

GALLOP, JOHNSON & NEUMAN, L.C.

By: /s/ Jeffrey H. Kass _____

Jeffrey H. Kass
101 South Hanley, Suite 1700
Clayton, Missouri 63105
(314) 615-6000
(314) 615-6001 (FAX)
Attorneys for Applicant

CERTIFICATE OF SERVICE

The undersigned hereby certifies a true and correct copy of the foregoing has been served upon the following applicant by first class mail on the 27th day of October, 2008.

Caroline Christensen
Cabea, LLC
211 Smith Hill Road
Winstead, CT 06098

/s/ Jeffrey H. Kass _____

SETTLEMENT AGREEMENT

This Settlement Agreement is entered between Cabea, LLC ("Cabea"), on the one hand, and Jodi Caden and The Caden Companies, LLC (together, "Caden"), on the other

WHEREAS Cabea uses and owns the federally registered trademark Baby Belly Band,

WHEREAS Caden uses and has applied for federal registration (Application No. 77413127) of the trademark BB Belly Bandit,

WHEREAS Cabea has filed an opposition to Caden's application;

WHEREAS Cabea and Caden desire to compromise and settle completely this dispute upon the terms and in the manner provided, and

NOW THEREFORE, in consideration of the foregoing premises and of the mutual covenants and agreements contained in this Agreement, and for other good and valuable consideration, the complete receipt and sufficiency of which are hereby acknowledged, the parties agree as follows

1. Use of BB Belly Bandit

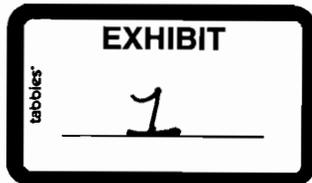
Caden agrees not to place the letters BB directly in front of the word Belly Bandit in any advertisements or marketing, including but not limited to printed or electronic displays of its BB Belly Bandit trademark. Caden further agrees not to verbally refer its trademark "BB Belly Bandit" to any customers. Cabea agrees that Caden may verbally call its products or company "Belly Bandit" and that Caden may display the letters "BB" in the background of the mark Belly Bandit. Cabea's intent is to avoid consumers calling Caden's products or company "BB Belly Bandit" because Cabea contends that the phrase sounds like "Baby Belly Band."

2. Opposition

Within five days after execution of this Agreement by both parties, Cabea agrees to file with the U.S. Patent & Trademark Office the appropriate documents to withdraw its opposition to Caden's application.

3. Release

Except for the obligations and rights created by or arising out of this Agreement, the parties to this Agreement release each other and each of their respective employees, agents, representatives, officers, directors, attorneys, shareholders, parent and affiliate companies, subsidiaries, divisions, partners, customers, suppliers, distributors and all related companies, successors, or assigns, from any and all claims which either party had, now has, or may hereafter have, from the beginning of time, against each other that relate to Cabea's opposition. Cabea further agrees that it will not file any legal action against Caden related to the trademarks BB Belly Bandit or Belly Bandit so long as Caden complies with paragraph 1 of this Agreement.



4. Representation

Each of the signatories represents and warrants to the others that it, he or she has full power and authority to enter into this Settlement Agreement

5. Binding Effect

The parties agree that every release, waiver, benefit, representation, covenant, warranty and agreement herein made shall be binding upon and inure to the benefit of their respective successors and assigns

WHEREFORE, the parties, intending to be legally bound, have caused this Agreement to be executed in their names

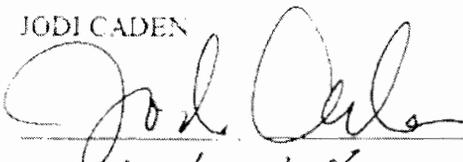
CABEA LLC

By 
Printed Caroline Christensen
Title Founder
Date 10/21/08

THE CADEN COMPANIES, LLC

By 
Printed JODI CADEN
Title Partner
Date 10/23/08

JODI CADEN


Date 10/23/08