

Exhibit A

**UNITED STATES PATENT AND TRADEMARK OFFICE
TRADEMARK TRIAL AND APPEAL BOARD**

<p>THE PROCTER & GAMBLE COMPANY, Opponent, v. KISTLER'S GLOBAL MARKET, LLC, Applicant.</p>	<p align="right">77/368,989</p> <p>Opposition No. 91186992</p>
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**STIPULATED CONTINGENT AMENDMENT AND DISMISSAL OF OPPOSITION
PROCEEDING AND SUSEPENSION REQUEST**

Pursuant to the terms of a settlement reached between the parties to this Opposition Proceeding, Applicant, Kistler's Global Market, LLC. ("Kistler's"), with the consent of Opponent, The Procter and Gamble Company ("P&G"), hereby respectfully request that the Board enter this Stipulated Amendment and Contingent Dismissal. For the reasons set forth below, the Board should grant the requested Stipulated Contingent Amendment and Dismissal:

1. Applicant Kistler's applied to register the mark OLEA ESSENCE in International Class 3 for "day cream, night cream and eye cream with silk protein, skin creams for problematic skin and skin rehabilitation, smoothing wrinkles, lip balm, hand cream, hair conditioning mask, olive soap scrub with vitamin E, based on olive oil, natural ingredients with no preservatives or synthetic additives" with the United States Patent and Trademark Office, which application was assigned Serial No. 77368989 (the "'989 Application").
2. P&G then filed the instant opposition to the '989 Application.



3. The parties have reached and entered into a Settlement and Consent Agreement that, among other things, sets forth the parties' intent to amend the '989 Application as set forth herein;

WHEREFORE, Applicant Kistler's together with Opponent P&G, respectfully request that the Board dismiss this proceeding with prejudice, contingent upon the acceptance and entry by the Patent and Trademark Office of the following disclaimer in the '989 Application:

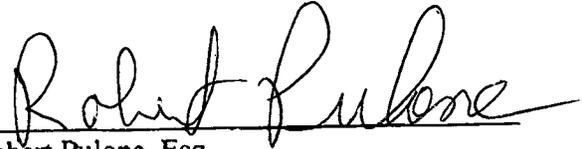
"No claim is made to any exclusive rights in the word 'olea' apart from the mark as shown."

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The parties hereto further respectfully request that these opposition proceedings be suspended pending the entry of the foregoing disclaimer and dismissal request.

Dated: February 4, 2009

Respectfully submitted,



Robert Pulone, Esq.
4062 Sawtelle Boulevard
Los Angeles, CA 90066-5408
Attorney for Applicant Kistler's Global Market, LLC

Stipulated Contingent Dismissal of Opposition Consented to by:



Thomas A. Adams, Esq.
The Procter & Gamble Company
299 East Sixth Street, S8-216
Cincinnati, OH 45202
Tel: (513) 983-8478

Attorney for Opponent, The Procter & Gamble Company

EXPRESS MAIL MAILING LABEL

NUMBER _____

DATE OF DEPOSIT _____

I hereby certify that this paper or fee is being deposited with the United States Postal Service "EXPRESS MAIL POST OFFICE TO ADDRESSEE" service under 37 C.F.R. § 1.10 on _____ and is addressed to:
United States Patent & Trademark Office, Trademark Trial and Appeal Board, PO Box 1451, Alexandria, VA 22313-1451.

Signature

SETTLEMENT AND CONSENT AGREEMENT

This agreement (the "Agreement") is by and between Kistler's Global Market, LLC, a California Limited Liability Company with a place of business at Suite B 120 S. Orange Street, Orange, California 92866 ("Kistler's"), and The Procter & Gamble Company, an Ohio corporation with its principal place of business at One Procter & Gamble Plaza, Cincinnati OH 45202 ("P&G") (collectively, Kistler's and P&G will be referred to herein as the "Settling Parties"), and is made effective as of the latest date set forth on the signature page below (the "Effective Date"):

WHEREAS Kistler's on January 10, 2008 applied to register the mark OLEA ESSENCE in International Class 3 for "day cream, night cream and eye cream with silk protein, skin creams for problematic skin and skin rehabilitation, smoothing wrinkles, lip balm, hand cream, hair conditioning mask, olive soap scrub with vitamin E, based on olive oil, natural ingredients with no preservatives or synthetic additives" with the United States Patent and Trademark Office, which application was assigned Serial No. 77368989 (the "'989 Application"); and

WHEREAS P&G subsequently filed an opposition, before the United States Patent and Trademark Office, Trademark Trial and Appeal Board, to the '989 application, encaptioned *The Procter & Gamble Company v Kistler's Global Market, LLC*, Opposition No. 91186992 (the "Opposition Proceeding"); and

WHEREAS Kistler's has denied the material allegations in the Opposition Proceeding;
and

WHEREAS the Settling Parties desire to resolve all of the differences and issues between them;

NOW THEREFORE, in consideration of the mutual promises expressed below, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Settling Parties hereby agree as follows:

Robert Palone, Esq.
palone@earthlink.net

Law Office of Marsha Berkowitz & Associate

4062 Sawtelle Blvd
Los Angeles, CA 90066-8408

(310) 349-7272
(310) 968-2458
(310) 397-9898

Stipulated Contingent Dismissal

1. Within ten (10) business days after this Agreement becomes effective, Kistler's and P&G shall execute and file with the Trademark Trial and Appeal Board a "STIPULATED AMENDMENT AND CONTINGENT DISMISSAL" of the Opposition Proceeding in the form set forth in Exhibit A, which filing shall append a fully executed copy of this Agreement. The STIPULATED AMENDMENT AND CONTINGENT DISMISSAL will request that the Trademark Trial and Appeal Board dismiss the opposition proceeding with prejudice, contingent upon the Patent and Trademark Office's acceptance of the entry of the disclaimer into the '989 application as detailed below.

Kistler's Pending Application

2. Kistler's agrees to promptly request that the USPTO enter a disclaimer in the '989 application disclaiming exclusive rights in the word "olea" apart from the mark as shown therein.

Miscellaneous Provisions

3. Each party agrees that it will take such actions as may be reasonably necessary to fully effectuate and to carry out the terms and purpose of this Agreement.

4. Each party agrees that it will not take any action or proceeding, legal or otherwise, contrary to the terms and purposes of this Agreement.

5. This agreement and all terms and regulations hereunder shall be binding upon, and inure to the benefit of, the parties, their officers, directors, present shareholders, and any person or entity purchasing or acquiring the parties, or succeeding, by operation of law or otherwise, to any rights or interests of the parties and their officers, directors, and the present shareholders.

6. This Agreement constitutes the final and complete expression of all the terms of the agreement between the parties. It supersedes all understandings and negotiations concerning the matters specified herein. Any representations, oral statements, promises, or warranties made by either party that differ in any way from the terms of this Agreement, shall be given no force or

effect. No addition to or modification of any provision of this Agreement shall be binding unless made in writing and signed by a duly authorized representative of each of the respective parties.

7. Any notices or documents to be mailed as provided herein shall be made by registered mail, return receipt requested, to the following persons at the following respective addresses:

FOR KISTLER'S:

Robert Pulone, Esq.
4062 Sawtelle Boulevard
Los Angeles, CA 90066-5408

FOR P&G:

Thomas A. Adams
Senior Counsel
The Procter & Gamble Company
299 East Sixth Street, S8-216
Cincinnati, OH 45202

Either party may change its address for purposes of this paragraph by providing written notice thereof to the other.

8. This Agreement may be executed in duplicate originals. Each person signing below hereby represents that he or she is authorized to act on behalf of the party for which the Agreement is signed:

**KISTLER'S GLOBAL MARKET,
LLC**

By
(signature): Robert Pulone
Name: Robert Pulone
Title: KISTLER'S ATTY
Date: 2-19-09

**THE PROCTER & GAMBLE
COMPANY**

By
(signature): Carl J. Roof
Name: Carl J. Roof
Title: Assistant Secretary
Date: 2/4/09