

ESTTA Tracking number: **ESTTA292085**

Filing date: **06/26/2009**

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

Notice of Opposition

Notice is hereby given that the following party opposes registration of the indicated application.

Opposer Information

Name	Vibe Media Group, LLC
Granted to Date of previous extension	06/28/2009
Address	215 Lexington Avenue, 6th Floor New York, NY 10016 UNITED STATES

Attorney information	Edward H. Rosenthal Frankfurt Kurnit Klein & Selz PC 488 Madison Avenue New York, NY 10022 UNITED STATES pto@fkks.com Phone:212-980-0120
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Applicant Information

Application No	77395293	Publication date	12/30/2008
Opposition Filing Date	06/26/2009	Opposition Period Ends	06/28/2009
Applicant	Magnadyne Corporation 1111 West Victoria Street Compton, CA 90220 UNITED STATES		

Goods/Services Affected by Opposition

Class 009. All goods and services in the class are opposed, namely: Accessories for portable devices, namely, specially adapted holsters and attachment devices for carrying phones, music players and personal digital assistant products, batteries, chargers, adapters, headsets, speakers, radio frequency modulators, wireless connectivity devices

Grounds for Opposition

Priority and likelihood of confusion	Trademark Act section 2(d)
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Marks Cited by Opposer as Basis for Opposition

U.S. Registration No.	1800105	Application Date	08/06/1992
Registration Date	10/19/1993	Foreign Priority Date	NONE
Word Mark	VIBE		

Design Mark	
Description of Mark	NONE
Goods/Services	Class 016. First use: First Use: 1992/09/00 First Use In Commerce: 1992/09/00 general interest magazine

U.S. Registration No.	2144655	Application Date	04/01/1997
Registration Date	03/17/1998	Foreign Priority Date	NONE

Word Mark	VIBE
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Description of Mark	NONE
Goods/Services	Class 016. First use: First Use: 1992/09/00 First Use In Commerce: 1992/09/00 general interest magazine

U.S. Registration No.	2563930	Application Date	04/01/1997
Registration Date	04/23/2002	Foreign Priority Date	NONE

Word Mark	VIBE
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Design Mark	
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Description of Mark	NONE
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Goods/Services	Class 025. First use: First Use: 1992/09/01 First Use In Commerce: 1992/09/01 T-shirts, shorts, baseball caps, chemises, camisoles, panties, boxer shorts, briefs, sweaters, jackets, blazers, shoes, boots, athletic shoes, socks, galoshes, wind-resistant jackets, shirts, blouses, pants, slacks, biker shorts, swimsuits, bras, headbands, hats, slippers, girdles, nightgowns, robes, gowns, bodysuits, coats, jeans, blue jeans, underwear, sweatshirts, sweatpants, teddies, dresses, skirts, garter belts, pajamas, petticoats, corsettes, bustiers, gloves, mittens, stockings, tights, pantyhose, scarves, vests, halter tops, tube tops, tank tops, leggings, footies, raincoats, ear muffs, turtlenecks, ties, handkerchiefs, sneakers and bandanas
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U.S. Registration No.	2303664	Application Date	05/18/1998
Registration Date	12/28/1999	Foreign Priority Date	NONE

Word Mark	VIBE
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Design Mark	VIBE
Description of Mark	NONE
Goods/Services	Class 041. First use: First Use: 1995/08/00 First Use In Commerce: 1995/08/00 education services, namely, conducting seminars about the music and entertainment industries Class 042. First use: First Use: 1994/05/00 First Use In Commerce: 1994/05/00 computer services , namely, providing an on-line magazine in the fields of urban culture and entertainment

U.S. Registration No.	1819799	Application Date	05/10/1993
Registration Date	02/08/1994	Foreign Priority Date	NONE

Word Mark	VIBE RECORDS
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Design Mark	
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Description of Mark	NONE
Goods/Services	Class 009. First use: First Use: 1991/12/01 First Use In Commerce: 1991/12/01 audio and video recordings featuring performances by individual musicians and musical groups

U.S. Registration No.	2841002	Application Date	03/11/2002
Registration Date	05/11/2004	Foreign Priority Date	NONE

Word Mark	VIBE
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Design Mark	VIBE		
Description of Mark	NONE		
Goods/Services	Class 041. First use: First Use: 2003/09/15 First Use In Commerce: 2003/09/15 Entertainment services, namely an ongoing television series; television awards show		

U.S. Registration No.	2922158	Application Date	08/19/2003
Registration Date	02/01/2005	Foreign Priority Date	NONE
Word Mark	VIBE CONFIDENTIAL		
Design Mark	VIBE CONFIDENTIAL		
Description of Mark	NONE		
Goods/Services	Class 016. First use: First Use: 1998/08/00 First Use In Commerce: 1998/08/00 Magazine column featuring gossip about people, places and events		

U.S. Registration No.	2907411	Application Date	08/19/2003
Registration Date	11/30/2004	Foreign Priority Date	NONE
Word Mark	VIBE'S 20 QUESTIONS		
Design Mark	VIBE'S 20 QUESTIONS		
Description of Mark	NONE		
Goods/Services	Class 016. First use: First Use: 1995/04/00 First Use In Commerce: 1995/04/00 Magazine column about entertainment, popular culture, music, sports, current events and politics		

U.S. Registration No.	3122073	Application Date	03/17/2005
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Registration Date	07/25/2006	Foreign Priority Date	NONE
Word Mark	VIBE MUSICFEST		
Design Mark			
Description of Mark	NONE		
Goods/Services	Class 041. First use: First Use: 2005/06/12 First Use In Commerce: 2005/06/12 Entertainment in the nature of a festival featuring live performances by musical groups; fashion shows; seminars and lectures in the fields of business, literature, politics and entertainment; car exhibitions; art exhibitions; conducting exhibitions for sporting; conducting exhibitions for gaming in the field of electronic games; presentation of live celebrity interviews; and conducting film festivals		

U.S. Registration No.	3109829	Application Date	09/15/2004
Registration Date	06/27/2006	Foreign Priority Date	NONE
Word Mark	VIBE VIXEN		
Design Mark			
Description of Mark	NONE		
Goods/Services	Class 016. First use: First Use: 2005/02/22 First Use In Commerce: 2005/02/22 General interest magazine		

U.S. Registration No.	3274291	Application Date	05/18/2005
Registration Date	08/07/2007	Foreign Priority Date	NONE
Word Mark	MVIBE		

Design Mark	<h1>MVIBE</h1>
Description of Mark	NONE
Goods/Services	<p>Class 009. First use: First Use: 2003/11/17 First Use In Commerce: 2003/11/17 Downloadable software and interactive multimedia software containing screen savers, wallpaper, ring tone, graphics, animated images, clip art, games, and publications in the nature of news articles and magazine clips in the field of music and entertainment, all for cellular telephones and two way phones</p> <p>Class 038. First use: First Use: 2003/11/17 First Use In Commerce: 2003/11/17 communication services, namely electronic transmission of voice, data, images, signals, audio, video, ring tones, software, messages, publications and text messaging for cellular telephones and two-way phones</p> <p>Class 041. First use: First Use: 2003/11/17 First Use In Commerce: 2003/11/17 Providing information on music, entertainment, entertainment news, current events and a wide variety of general interest topics in the field of entertainment, music, education and television via mobile phone networks and wireless networks</p>

U.S. Application No.	78625633	Application Date	05/09/2005
Registration Date	NONE	Foreign Priority Date	NONE
Word Mark	VIBE		
Design Mark	<h1>VIBE</h1>		
Description of Mark	NONE		
Goods/Services	<p>Class 041. First use: Entertainment services, namely production of motion picture films, documentaries, direct-to-video films, television programs, interactive games, animation, videos, DVDs, interactive electronic books, audio visual recordings featuring music and animation, live performances and film screenings; providing on-line information in the field of entertainment, namely interactive games, animation, videos, DVDs, interactive electronic books, audio visual recordings</p>		

	featuring music and animation, live performances and film screenings		
U.S. Application No.	78711675	Application Date	09/13/2005
Registration Date	NONE	Foreign Priority Date	NONE
Word Mark	MOBILE VIBE		
Design Mark			
Description of Mark	NONE		
Goods/Services	<p>Class 009. First use: Downloadable software and interactive multimedia software containing screen savers, wallpaper, ring tone, graphics, animated images, clip art, games, and publications in the nature of news articles and magazine clips in the field of music and entertainment, all for cellular telephones and two way phones</p> <p>Class 038. First use: Communication services, namely electronic transmission of voice, data, images, signals, audio, video, ring tones, software, messages, publications and text messaging for cellular telephones and two-way phones</p> <p>Class 041. First use: Providing information on music, entertainment, entertainment news, current events and a wide variety of general interest topics in the field of entertainment, music, education and television via mobile phone networks and wireless networks</p>		
U.S. Application No.	78851566	Application Date	03/31/2006
Registration Date	NONE	Foreign Priority Date	NONE
Word Mark	VIBE ON THE STREETS		
Design Mark			
Description of	NONE		

Mark	
Goods/Services	Class 009. First use: Pre-recorded CDs and DVDs featuring music, musical performances, music videos and interactive multimedia computer game programs

U.S. Application No.	78851632	Application Date	03/31/2006
Registration Date	NONE	Foreign Priority Date	NONE

Word Mark	VIBE REVOLUTIONS
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Design Mark	 <p>VIBE REVOLUTIONS</p>
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Description of Mark	NONE
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Goods/Services	Class 009. First use: Pre-recorded CDs and DVDs featuring music, musical performances, music videos and interactive multimedia computer game programs
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U.S. Application No.	78851648	Application Date	03/31/2006
Registration Date	NONE	Foreign Priority Date	NONE

Word Mark	VIBE REVOLUTIONS
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Design Mark	 <p>VIBE REVOLUTIONS</p>
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Description of Mark	NONE
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Goods/Services	Class 035. First use: Promoting the goods and services of others by providing a web site at which users can link to online retail stores, online coupons, online music purchasing sites and magazine subscriptions
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U.S. Application No.	78851662	Application Date	03/31/2006
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Registration Date	NONE	Foreign Priority Date	NONE
Word Mark	VIBE REVOLUTIONS		
Design Mark			
Description of Mark	NONE		
Goods/Services	Class 041. First use: Entertainment, namely, providing a web site featuring music, music videos, concert footage, information on music and musical artists, online video games and featuring links to web sites of others in the field of entertainment, all via global computer networks and wireless networks		

U.S. Application No.	77659401	Application Date	01/29/2009
Registration Date	NONE	Foreign Priority Date	NONE
Word Mark	VSESSIONS		
Design Mark			
Description of Mark	NONE		
Goods/Services	Class 041. First use: First Use: 2007/01/01 First Use In Commerce: 2007/01/01 Entertainment and educational services, namely, production of videos on music and entertainment distributed via the internet; entertainment, namely, live musical concerts		

Attachments	75267799#TMSN.jpeg (1 page)(bytes) 75486958#TMSN.gif (1 page)(bytes) 74389095#TMSN.gif (1 page)(bytes) 76380804#TMSN.gif (1 page)(bytes) 76541278#TMSN.gif (1 page)(bytes) 76541277#TMSN.gif (1 page)(bytes)
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Certificate of Service

The undersigned hereby certifies that a copy of this paper has been served upon all parties, at their address record by First Class Mail on this date.

Signature	/ehr8022/
Name	Edward H. Rosenthal
Date	06/26/2009

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

Applicant: Magnadyne Corporation
Trademark: AQUAVIBE (Stylized)
Serial No.: 77/395293
Filed: February 12, 2008
Published: December 30, 2008
Services: Class 9: "Accessories for portable devices, namely, specially adapted holsters and attachment devices for carrying phones, music players and personal digital assistant products, batteries, chargers, adapters, headsets, speakers, radio frequency modulators, wireless connectivity devices."

VIBE MEDIA GROUP LLC,

Opposer,

Opposition No.

v.

MAGNADYNE CORPORATION,

Applicant.

NOTICE OF OPPOSITION

Opposer, Vibe Media Group LLC ("Opposer"), a Delaware limited liability company, with an address at 120 Wall Street, 21st Floor, New York, NY 10005, believes that it would be damaged by registration of the mark shown in Serial No. 77/395,293 and hereby opposes same.

As grounds for opposition, it is alleged as follows:

1. Opposer has been using the mark VIBE (the “VIBE Mark”) in commerce in connection with a general interest magazine since at least as early as 1992.
2. Opposer also has been using the VIBE Mark in commerce in connection with computer services, namely providing an on-line magazine in the fields of urban culture and entertainment since at least as early as 1994.
3. Opposer also has been using the VIBE Mark in commerce in connection with entertainment services, namely various ongoing television series and television awards shows.
4. Opposer also has been using the mark MVIBE in commerce in connection with communication services, namely electronic transmission of voice, data, images, signals, audio, video, ring tones, software, messages, publications and text messaging for cellular telephones and two-way phones since at least as early as 2003.
5. Opposer also has been using the mark MOBILE VIBE in commerce in connection with communication services, namely electronic transmission of voice, data, images, signals, audio, video, ring tones, software, messages, publications and text messaging for cellular telephones and two-way phones since at least as early as 2003.
6. Opposer also has used the mark VIBE MUSICFEST in commerce in connection with entertainment in the nature of a festival featuring live performances by musical groups; fashion shows; seminars and lectures in the fields of business, literature, politics and entertainment; car exhibitions; art exhibitions; conducting exhibitions for sporting; conducting exhibitions for gaming in the field of electronic

games; presentation of live celebrity interviews; and conducting film festivals since at least as early as 2005.

7. Opposer owns a Registration for the mark VIBE in Class 16 (No. 1,800,105 dated October 19, 1993).
8. Opposer also owns a Registration for VIBE (Stylized) in Class 16 (No. 2,144,655 dated March 17, 1998).
9. Opposer also owns a Registration for VIBE in Class 25 (No. 2,563,930 dated April 23, 2002).
10. Opposer also owns a Registration for VIBE in Classes 41 and 42 (No. 2,303,664 dated December 28, 1999).
11. Opposer also owns a Registration for VIBE RECORDS in Class 9 (No. 1,819,799 dated February 8, 1994).
12. Opposer also owns a Registration for VIBE in Class 41 (No. 2,841,002 dated May 11, 2004).
13. Opposer also owns a Registration for VIBE CONFIDENTIAL in Class 16 (No. 2,922,158 dated February 1, 2005).
14. Opposer also owns a Registration for VIBE'S 20 QUESTIONS in Class 16 (No. 2,907,411 dated November 30, 2004).
15. Opposer also owns a Registration for VIBE MUSICFEST in Class 41 (No. 3,122,073 dated July 25, 2006).
16. Opposer also owns a Registration for VIBE VIXEN in Class 16 (No. 3,109,829 dated June 27, 2006).
17. Opposer also owns a Registration for MVIBE in Classes 9, 38, and 41 (No. 3,274,291 dated August 7, 2007).

18. Opposer also has applications pending before the Patent and Trademark Office for the following marks:

<u>Mark</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Class(es)</u>
VIBE	78/625,633	May 9, 2005	41
MOBILE VIBE	78/711,675	September 13, 2005	9, 38, 41
VIBE ON THE STREETS	78/851,566	March 31, 2006	9
VIBE REVOLUTIONS	78/851,632	March 31, 2006	9
VIBE REVOLUTIONS	78/851,648	March 31, 2006	35
VIBE REVOLUTIONS	78/851,662	March 31, 2006	41
VSESSIONS	77/659,401	January 29, 2009	41

19. Opposer's longstanding, continuous, and successful use of the VIBE Mark has created, in the mind of the public, a strong association between the VIBE Mark and Opposer.
20. Opposer's VIBE Mark is famous due to its longstanding use of the VIBE Mark in commerce, the duration and extent of Opposer's advertising of the VIBE Mark and associated goods and services, the nationwide nature of Opposer's use of the VIBE Mark, the federal registration of the VIBE Mark, and the degree of recognition of the VIBE Mark by the public.
21. Applicant, Magnadyne Corporation ("Applicant"), has applied for a trademark registration based on its intent to use the mark AQUAVIBE (Stylized) in Class 9 for "Accessories for portable devices, namely, specially adapted holsters and attachment devices for carrying phones, music players and personal digital assistant products, batteries, chargers, adapters, headsets, speakers, radio frequency modulators, wireless connectivity devices" ("Applicant's Mark").

22. Applicants' Mark is confusingly similar to the VIBE Mark and Opposer's other marks which incorporate the VIBE Mark (some of which are identified above) and dilutes the distinctive quality of Opposer's famous VIBE mark and name.
23. Applicants' goods under Applicant's Mark are identical or otherwise related to the goods and services offered by Opposer.
24. Applicants' use of Applicant's Mark is likely to cause confusion, or to cause mistake or to deceive by suggesting that Applicant's goods are endorsed, authorized, sponsored, associated with, or approved by Opposer.
25. In an settlement agreement between the parties dated June 30, 2007 (the "June 2007 Agreement") (a copy of which is annexed hereto as Exhibit A), in relation to a then pending opposition commenced by Opposer against another AQUAVIBE mark filed by Magnadyne (Serial No. 78/309074) Opposer settled said opposition based on Magnadyne's agreement to limit the recitation of goods in that application to "audio and stereo products" which were "waterproof or water resistant".
26. The specification of goods for Applicant's Mark is not limited to "waterproof or water resistant" audio and stereo products.
27. Further, the June 2007 Agreement provided that "Magnadyne agrees not to replenish its current multicolor supply of promotional and product materials bearing the AQUAVIBE mark. Magnadyne's future promotional and product materials bearing the mark shall utilize a uniform color and design scheme, including multiple colors, shading and/or designs, without accentuating the term VIBE apart from the rest of the mark and always using the mark as one word and not in a logo or typeface" similar to that used by Opposer.

28. Despite requests from Opposer, Magnadyne has not provided samples of its marketing materials for the AQUAVIBE products for review by Opposer to determine whether Magnadyne is in compliance with the June 2007 Agreement. In addition, a review of Magnadyne's website (See Exhibit B hereto) indicates that Magnadyne continues to use the multicolor AQUAVIBE mark despite its agreement to use a "uniform color and design scheme" on future promotional and product materials bearing the AQUAVIBE mark without "accentuating the term VIBE apart from the rest of the mark".
29. Applicant's use and proposed use of the AQUAVIBE mark as set forth above violates the terms of the terms of the July 2007 Agreement.

WHEREFORE, Opposer requests that this opposition be sustained pursuant to Section 2(d) of the Lanham Act, 15 U.S.C. § 1052(d), and that Application Serial No. 77/395293 be rejected.

Dated: June 26, 2009

Respectfully submitted,

FRANKFURT KURNIT KLEIN & SELZ, PC

By: 
Edward Rosenthal
Jean Voutsinas
Cameron A. Myler
488 Madison Avenue
New York, NY 10022
(212) 980-0120

Attorneys for Opposer Vibe Media Group LLC

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing document was served upon the following party/parties at his/her/their address(es) of record by U.S. Postal Service, First Class Mail, postage pre-paid:

Magnadyne Corporation
1111 West Victoria Street
Compton, CA 92020
Tel.: 310-735-2000

and

Sam Talpalatsky
10867 Cloverhurst Way
San Diego, CA 92130-4815
Tel.: 949-246-7712

Dated: June 26, 2009

By: 
Doris Ka
Trademark Paralegal

TRADEMARK AGREEMENT

THIS AGREEMENT (the "Agreement") is made this 07 day of ~~April~~ ^{June} 2007, between Vibe Media Group, LLC ("VIBE MEDIA"), a company organized under the laws of the State of Delaware, with a place of business located at 215 Lexington Avenue, New York, New York, 10016 United States of America, and Magnadyne Corporation ("MAGNADYNE"), a company organized under the laws of the State of California, with its principal place of business located at 1111 West Victoria Street, Compton, California, 90220, United States of America (collectively, "the parties").

WHEREAS, MAGNADYNE desires to continue its use of the mark "AQUAVIBE" and to obtain a federal registration of its mark "AQUAVIBE" in International Class 9 for waterproof and water resistant audio and stereo products, namely, stereo tuners/receivers, compact disc players, and combination stereo tuner/receivers and compact disc players and radios (the "MAGNADYNE Goods"), Application Serial No. 78/309,074; and

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, the parties agree as follows:

1. VIBE MEDIA consents to MAGNADYNE's use and registration of the mark "AQUAVIBE" for the MAGNADYNE Goods. VIBE MEDIA also consents to MAGNADYNE's use and registration of the mark "AQUAVIBE" with all consumer electronics, targeting marine applications, including DVD players and recorders, compact disc (CD) players and recorders, video players and ~~recorders~~ ^{recorders}, video display devices, cameras, audio and stereo products, including without limitation, media players, MP3 players and flash memory players (collectively, "Media Players"), speakers and MAGNADYNE's Goods that incorporate or interface with Media Players (the "Additional AQUAVIBE Goods.")
2. VIBE MEDIA agrees to withdraw TTAB Opposition No. 91169923 to MAGNADYNE's U.S. Trademark Application No. 78/309,074 for the mark "AQUAVIBE." Magnadyne consents to the substitution of VIBE MEDIA as opposer in this Opposition proceeding in lieu of Vibe Ventures, LLC if said substitution is required in order to withdraw the Opposition.
3. MAGNADYNE consents to VIBE MEDIA's use and registration of the mark "VIBE" or any mark which incorporates the word VIBE (except AQUAVIBE) for the MAGNADYNE Goods. Further, MAGNADYNE consents to VIBE MEDIA's use and registration of the "VIBE" mark or any mark which incorporates the VIBE mark (except AQUAVIBE) for the Additional AQUAVIBE Goods.

4. MAGNADYNE agrees that it will not oppose or file extensions of time to oppose any trademark applications filed by VIBE MEDIA for the VIBE mark or any mark which incorporates the VIBE mark (except AQUAVIBE) for the MAGNADYNE Goods and/or the Additional AQUAVIBE Goods with the United States Patent and Trademark Office. MAGNADYNE will not file any further extensions of time to oppose, and will not oppose, VIBE MEDIA'S pending trademark applications for MVIBE (Serial No. 78/632,157) and MOBILE VIBE (Serial No. 78/711,675).

5. MAGNADYNE agrees to not replenish its current multicolor supply of promotional and product materials bearing the AQUAVIBE mark. MAGNADYNE's future promotional and product materials bearing the mark shall utilize a uniform color and design scheme, including multiple colors, shading and/or designs, without accentuating the term VIBE apart from the rest of the mark and always using the mark as one word and not in a logo or typeface similar to that annexed hereto as Exhibit A. For avoidance of doubt, nothing within this Agreement shall be construed to restrict the use or provision of currently existing or ordered stock of promotional and product materials bearing the multicolored AQUAVIBE mark. Notwithstanding the foregoing, MAGNADYNE expects to exhaust its current stock of promotional and product materials within five years from the date of this Agreement and agrees to salvage the remainder of such promotional and product materials if not exhausted within five years.

6. The terms of this Agreement are effective in the United States.

7. The parties shall not use their respective marks in any manner likely to cause or suggest association with the other, and, in the event any confusion occurs, shall take prompt steps to eliminate such confusion and to minimize its recurrence.

8. To the best of the parties' knowledge, both parties have used their respective marks concurrently without any actual confusion.

9. The parties agree to issue letter(s) of consent to registration of the other party's marks as reasonably requested by each party, consistent with the terms of this Agreement.

10. This Agreement shall expire one year after the time that either MAGNADYNE or its successors and assigns abandons all trademark rights in "AQUAVIBE" or one year after the time that VIBE MEDIA or its successors and assigns abandons all trademark rights in "VIBE."

11. In the event of a dispute arising from or directly related to this Agreement where MAGNADYNE is in a position of a plaintiff, MAGNADYNE consents that it shall be subject to the laws of the United States and the State of New York, and hereby irrevocably submits to the sole and exclusive jurisdiction of the courts of the State of New York. In case of any such dispute arising from or directly related to this Agreement where VIBE MEDIA is in the position of a plaintiff, VIBE MEDIA shall be subject to the laws of the United States and the State of New York, and hereby irrevocably submits to the sole and exclusive jurisdiction of the courts of the State of California. Both parties agree to waive any objections based on forum non conveniens or any other objections to venue therein.

12. This Agreement shall inure to the benefit of, and be binding upon, the parties and their respective successors in interest, affiliates and assigns. Each party will assure that its licensees will comply with the terms of this Agreement.

13. If any part, term or provisions of this Agreement are held to be illegal, unenforceable or in conflict with the law of any relevant jurisdiction, the validity or enforceability of the remainder of the Agreement shall not be affected thereby and the Agreement shall be construed to the full extent to which it may be lawfully construed so as to effect the intent and purposes of the parties.

14. This Agreement expresses the full intent of the parties and may be amended or changed only by a later written agreement of the parties.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed by their respective authorized agents.

VIBE MEDIA GROUP LLC

MAGNADYNE CORPORATION

By: 
(Signature)

By: 
(Signature)

Title: Chairman - VMG LLC

Title: President

Date: 5/16/07

Date: 07 June 07



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OUR PRODUCTS:

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- Automotive Sound
- Automotive Security
- Mobile Video
- RV & Marine Sound
- Track OEM
- Bluetooth Hands Free

RC-MARINE-G

RC-MARINE-G Wired Waterproof Remote



FEATURES:

- Full-Color, Full-Function Wired Marine Remote Control
 - For use with our **Marine Stereos**
 - 18'-6" Connecting Cable
 - Mounting Bracket Included
- PK. 24 | WT. 10

ISO 9001:2000 Certified

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- Automotive Security ▶
- Mobile Video ▶
- RV & Marine Sound ▶
- Truck OEM ▶
- Bluetooth Hands Free ▶

M3200CD

M3200CD In-Dash AM/FM Receiver with CD Player



FEATURES:

- Power Output: 4 x 25 Watt
 - Power Supply: 12 VCD, Negative Ground
 - Dimensions: 178mm W x 152mm D x 51mm H
 - PLL Synthesizer Tuner
 - CD-R Compatible
 - CD Random / Repeat / Intro / Pause / Repeat A-B
 - 30 Station Presets (18 FM / 12 AM)
 - Auto Station Store
 - Presets Scan
 - Infrared Remote Control
- PK. 4 | WT. 22

Owners Manual



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