

ESTTA Tracking number: **ESTTA484300**

Filing date: **07/19/2012**

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

Proceeding	91205220
Party	Plaintiff Agea Jinrong DOO
Correspondence Address	MILONJA BJELIC AGEA JINRONG DOO BULEVAR IVANA CRNOJEVICA 107 PODGORICA MONTENEGRO MNE, 81000 YUGOSLAVIA group-legal@agea.com
Submission	Withdrawal of Opposition
Filer's Name	Milonja Bjelic
Filer's e-mail	group-legal@agea.com
Signature	/milonja bjelic/
Date	07/19/2012
Attachments	statement.pdf ( 1 page )(35187 bytes ) settlement-agreement.pdf ( 5 pages )(2168844 bytes ) settlement-agreement-easy-reading.pdf ( 4 pages )(77535 bytes )

Opposition Number: 91205220

To Whom It May Concern:

Agea Jinrong DOO and CompuCredit Intellectual Property Holdings Corp. II (the "Parties") have signed the Settlement and Consent Agreement (the "Agreement") to end Opposition Proceeding No. 91205220, and any other disputes concerning the Parties' marks and associated rights described in the Agreement, and to come to a delineation of interests in the trademarks and associated rights described in the Agreement and to avoid the possibility of confusion resulting from use of their respective marks.

In the paragraph 5 of the Agreement, Agea Jinrong DOO agreed to, immediately upon the execution of the Agreement by the Parties, file appropriate documents with the Trademark Trial and Appeal Board of the U.S. Patent and Trademark Office to withdraw and terminate Opposition Proceeding No. 91205220, which we are hereby doing. Please find the Agreement attached to this statement.

Sincerely,  
/milonja bjelic/  
Milonja Bjelic  
Founder  
President of the Advisory Board  
Agea Jinrong DOO  
<http://www.agea.com/>

## SETTLEMENT AND CONSENT AGREEMENT

This Settlement and Consent Agreement (“Agreement”) is effective the later of the dates of the signatures set forth hereinbelow, by and between CompuCredit Intellectual Property Holdings Corp. II (“CompuCredit”), a Nevada corporation, and Agea Jinrong DOO (“AJ”), a Montenegrin limited liability company (hereinafter collectively, CompuCredit and AJ are referred to as the “Parties”).

### RECITALS

In consideration of the mutual covenants and promises exchanged herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

A. CompuCredit is the owner of and has filed a trademark application (Serial No. 85/470,420) in the U. S. Patent and Trademark Office (“PTO”) for the trademark AGEA (the “CompuCredit Mark”) for “financial services, namely, credit card services, providing short term loans, payroll deduction loans, payroll deduction services for loans, credit card payments and utility payments” (the “CompuCredit Services”).

B. CompuCredit has plans to offer the following goods and services in the future (collectively, the “Additional CompuCredit Goods and Services”):

- Loan brokerage services;
- Financial transaction services, namely, providing commercial transactions and payment options using a mobile device at the point of sale;
- Online service for connecting social network users with retailers for the purpose of facilitating purchases;
- Financial services, namely, providing financial transaction services on online social networking Internet sites, in transacting e-commerce and for payment at facilities and events sponsored by or promoted by social networking Internet sites;
- On-line shopping mall, namely, promoting the goods and services of others by means of operating an on-line shopping mall with links to the retail web sites of others in the fields of consumer electronics, clothing, appliances, tools, furniture and sporting goods; on-line retail store services featuring consumer electronics, clothing, appliances, tools, furniture and sporting goods;
- Magnetically encoded credit cards; and
- Credit card registration services.

C. AJ is the owner of and has filed a trademark application (Serial No. 85/619,063) in the PTO for the trademark AGEA & Design (see below, the “AJ Mark”) for “electronic financial trading services” (the “AJ Services”).



B.D.

D. AJ has plans to offer the following services in the future (collectively, the "Additional AJ Services"):

- Agencies in the field of bonds and other Securities;
- Agencies or brokerage for trading of securities, securities index futures, securities options, and overseas market securities futures;
- Brokerage of shares or stocks and other Securities;
- Financial services, namely, providing for the exchange of foreign currency, commodities, financial derivatives, interest rate products, and equities via the internet and intranet systems;
- Financial services, namely, dealing in securities as a market maker and in trading commodities, securities, options, futures, equities and fixed income products in the U.S. and overseas market securities;
- Financial services, namely, proprietary trading in commodities, securities, options, futures, equities and fixed income products in the U.S. and overseas market securities;
- Financial services, namely, providing secure commercial transactions and payment options using a mobile device in connection with commodities, securities, options, futures, equities and fixed income products; and
- On-line trading of financial instruments, shares, options and other derivative products.

E. AJ filed U.S. Opposition Proceeding No. 91205220 with the Trademark Trial and Appeals Board of the PTO on May 20, 2012, seeking to oppose U.S. Application Serial No. 85/470,420 for the CompuCredit Mark.

F. The Parties wish to end Opposition Proceeding No. 91205220, and any other disputes concerning the Parties' marks and associated rights described herein, and to come to a delineation of interests in the trademarks and associated rights described herein and to avoid the possibility of confusion resulting from use of their respective marks.

#### TERMS AND CONDITIONS

1. The Recitals are hereby incorporated in these Terms and Conditions.

2. AJ hereby consents to CompuCredit's use and registration on a world-wide basis of the CompuCredit Mark or in connection with the CompuCredit Services, including as set forth in U.S. Application Serial No. 85/470,420. AJ further consents to CompuCredit's use and registration on a world-wide basis of the CompuCredit Mark or in connection with the Additional CompuCredit Goods and Services and agrees to assist CompuCredit in registering any marks permitted by this Section. CompuCredit agrees not to use the CompuCredit Mark in connection with AJ Services and Additional AJ Services. AJ agrees not to oppose or seek to cancel any applications or registrations permitted by this Section.

3. CompuCredit hereby consents to AJ's use and registration on a world-wide basis of the AJ Mark or in connection with the AJ Services, including as set forth in U.S. Application Serial No. 85/619,063. CompuCredit further consents to AJ's use and registration on a world-wide basis of the AJ Mark or in connection with the Additional AJ Services and agrees to assist AJ in registering any marks permitted by this Section. AJ agrees not to use the AJ Mark in

connection with CompuCredit Services and Additional CompuCredit Goods and Services. CompuCredit agrees not to oppose or seek to cancel any applications or registrations permitted by this Section.

4. The parties hereby agree that there is no likelihood of confusion between the Parties' marks so long as they are used to identify their above services in view of the special and unique circumstances of the the differences between the marks of the Parties; the differences in the nature of the services identified by the marks; and other factors. The parties hereby agree that customers are sophisticated enough to associate the difference in the respective different services. In the event either party becomes aware of any such confusion, each party agrees to notify the other, and to cooperate in good faith to alleviate the source of any such confusion and prevent the confusion from recurring.

5. Immediately upon the execution of this Agreement by the Parties, AJ agrees to file appropriate documents with the Trademark Trial and Appeal Board of the U.S. Patent and Trademark Office to withdraw and terminate Opposition Proceeding No. 91205220.

6. This Agreement will be governed by and construed in accordance with the laws of the State of Georgia.

7. The Parties agree that all matters of dispute concerning this Agreement that are to be settled by litigation, negotiation or arbitration at any time by reason of any term or provision hereof shall be negotiated, tried, litigated, conducted or arbitrated, as appropriate, in the State of Georgia.

8. This Agreement furthers the Parties' respective commercial interests and this Agreement: (a) will bind and inure to the benefit of the successors, assignees, affiliates, licensees, partners, and related companies or components of each party; (b) contains the entire agreement of the Parties with respect to the subject matter hereof; and (c) may be amended only by the Parties' mutual written consent. Either party may assign the Agreement upon written notice to the other party.

9. No waiver of any condition or breach of any term, covenant, representation or warranty of this Agreement in any one or more instances will (except as stated in such waiver) be deemed a further or continuing waiver of such condition or breach in other instances, or a waiver of any condition or breach of any other term, covenant, representation or warranty.

10. In consideration for the covenants and consideration set forth herein, and for other and further good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, AJ, for its subsidiaries, representatives, affiliates, shareholders, directors, officers, employees, successors and assigns, hereby agrees to and does release and discharge CompuCredit and each of their current and former predecessors, successors, assigns, parents, affiliates and subsidiaries and each of their current and former directors, officers, employees, attorneys and agents, from any and all claims, rights, suits, actions, proceedings, losses and expenses (including attorney fees), of any and every nature and kind, whether known or unknown, that occurred or accrued or are based on conduct or events that occurred prior to the Effective Date arising out of or regarding the use of the CompuCredit Mark.

11. In consideration for the covenants and consideration set forth herein, and for other and further good and valid consideration, the receipt and sufficiency of which is hereby acknowledged, CompuCredit, for its subsidiaries, representatives, affiliates, shareholders, directors, officers, employees, successors and assigns, hereby agrees to and does release and discharge AJ and each of its current and former predecessors, successors, assigns, parents, affiliates and subsidiaries and each of their current and former directors, officers, employees, attorneys and agents from any and all claims, rights, suits, actions, proceedings, losses and expenses (including attorney fees), of any and every nature and kind, whether known or unknown, that occurred or accrued or are based on conduct or events that occurred prior to the Effective Date arising out of or regarding the AJ Mark.

12. This Agreement may be executed in counterparts and transmitted by facsimile, and facsimile copies shall be deemed originals. Alternatively, the Parties expressly understand and agree, and each of the Parties represents, covenants and warrants that this Agreement may be, for convenience, executed in duplicate originals, each of which contains the entire agreement of the Parties and is intended to be and is as valid as its counterpart original.

13. This Agreement shall be construed as if all Parties jointly prepared this Agreement, and any uncertainty or ambiguity shall not be interpreted against any one party.

14. This Agreement may be filed by either party with the PTO as evidence of the Parties' consents set forth herein and as evidence of the Parties' mutual agreement to cooperate with each other to prevent any confusion from arising as a result of the Parties' simultaneous use and registration of their marks for their respective services. The Parties agree, without further consideration, to execute, acknowledge and deliver such further documents as may be required to effectuate the intent of this Agreement.

**COMPU CREDIT INTELLECTUAL  
PROPERTY HOLDINGS CORP. II**

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Name  
\_\_\_\_\_  
Title  
\_\_\_\_\_  
Date

**AGEA JINRONG DOO**

*Baletić Dražen*  
\_\_\_\_\_  
Signature  
*DRAŽEN Baletić*  
\_\_\_\_\_  
Name  
*CEO*  
\_\_\_\_\_  
Title  
*18.07.2012*  
\_\_\_\_\_  
Date



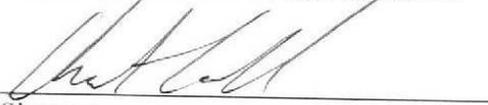
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**COMPUCREDIT INTELLECTUAL  
PROPERTY HOLDINGS CORP. II**

  
\_\_\_\_\_  
Signature  
Chasm A. Carroll  
\_\_\_\_\_  
Name  
President  
\_\_\_\_\_  
Title  
7/16/2012  
\_\_\_\_\_  
Date

**AGEA JINRONG DOO**

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Name  
\_\_\_\_\_  
Title  
\_\_\_\_\_  
Date

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- Financial services, namely, dealing in securities as a market maker and in trading commodities, securities, options, futures, equities and fixed income products in the U.S. and overseas market securities;
- Financial services, namely, proprietary trading in commodities, securities, options, futures, equities and fixed income products in the U.S. and overseas market securities;
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9. No waiver of any condition or breach of any term, covenant, representation or warranty of this Agreement in any one or more instances will (except as stated in such waiver) be deemed a further or continuing waiver of such condition or breach in other instances, or a waiver of any condition or breach of any other term, covenant, representation or warranty.

10. In consideration for the covenants and consideration set forth herein, and for other and further good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, AJ, for its subsidiaries, representatives, affiliates, shareholders, directors, officers, employees, successors and assigns, hereby agrees to and does release and discharge CompuCredit and each of their current and former predecessors, successors, assigns, parents, affiliates and subsidiaries and each of their current and former directors, officers, employees, attorneys and agents, from any and all claims, rights, suits, actions, proceedings, losses and expenses (including attorney fees), of any and every nature and kind, whether known or unknown, that occurred or accrued or are based on conduct or events that occurred prior to the Effective Date arising out of or regarding the use of the CompuCredit Mark.

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**COMPUCREDIT INTELLECTUAL  
PROPERTY HOLDINGS CORP. II**

**AGEA JINRONG DOO**

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Signature

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Signature

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Name

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Name

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Title

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