

UNITED STATES PATENT AND TRADEMARK OFFICE
Trademark Trial and Appeal Board
P.O. Box 1451
Alexandria, VA 22313-1451
General Contact Number: 571-272-8500

tdc/MCF

Mailed: February 12, 2015

Opposition No. 91215969

Opposition No. 91216064

MSC Services Corp.; Sid Tool Co, Inc.
(D/B/A MSC Industrial Supply Co.)

v.

ProSource Discounts, Inc.

By the Trademark Trial and Appeal Board:

On January 8, 2015, the parties' filed a stipulated motion to consolidate Opposition Nos. 91215969 and 91216064 and, a proposed amendment to Applicant's application Serial No. 86025401.¹ The Board notes initially that applicant has filed its answer in each proceeding.

As the proposed amendment and stipulation dispose of both proceedings, consolidation is not necessary at this time. It is noted, however, that the parties to these proceedings are identical, and the issues are similar or related. Accordingly, the Board exercises its discretion to issue a single order for both Opposition Nos. 91215969 and 91216064. A copy of the stipulation and the order will be placed in each proceeding file.

¹ Opposer's stipulation does not indicate proof of service of a copy of same on counsel for applicant, as required by Trademark Rule 2.119. A copy of the stipulation can be viewed using TTABVUE at <http://ttabvue.uspto.gov>.

The Board now turns its attention to applicant's stipulated proposed amendment to application Serial No. 86025401, and opposer's withdrawal of both oppositions, contingent upon entry of the amendment.

By the proposed amendment applicant seeks to amend the identification of goods in International Class 11 from "Air purifiers; electric griddles; flameless tea light candles" to "Electric griddles; flameless tea light candles."²

Inasmuch as the amendment is clearly limiting in nature as required by Trademark Rule 2.71(a), and because opposer consents thereto, the amendment is approved and entered. *See* Trademark Rule 2.133(a).

The contingency in opposer's withdrawal having now been met, both oppositions are hereby dismissed in accordance with the agreement between the parties.

² The goods in International Classes 20 and 22 remain unchanged.