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Filing date: **11/03/2015**

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

Proceeding	91219420
Party	Defendant Goza Tequila, LLC
Correspondence Address	MARK L SEIGEL THE SEIGEL LAW FIRM LLC 1827 POWERS FERRY RD NE BLDG 6 STE 201 ATLANTA, GA 30339 UNITED STATES seigel@addipvalue.com, service@AddIPvalue.com
Submission	Withdrawal Of Application
Filer's Name	Mark L. Seigel
Filer's e-mail	seigel@AddIPvalue.com
Signature	/Mark L. Seigel/
Date	11/03/2015
Attachments	Consent Abandonment and Dismissal.pdf(120736 bytes) Ex A - Settlement Agreement.pdf(1172867 bytes)

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

GOYA FOODS, INC.,

Plaintiff,

vs.

GOZA TEQUILA, LLC,

Defendant.

Opposition No. 91219420

Serial No. 86147227

**ABANDONMENT OF TRADEMARK APPLICATION AND DISMISSAL OF
OPPOSITION WITHOUT PREJUDICE**

Applicant and Defendant Goza Tequila, LLC, by and through its attorney, and pursuant to 37 C.F.R. 2.68 and 37 C.F.R. 2.135, hereby expressly abandons U.S. Trademark Application Serial Number 86147227 with prejudice, with the express written consent of Opposer. A true and correct copy of the Settlement Agreement in which Opposer consented to this withdrawal is attached as Exhibit A.

Furthermore, upon abandonment of the Application, Opposer Goya Foods, Inc., by and through its attorneys, and pursuant to 37 C.F.R. 2.106 (c), hereby respectfully requests that the instant Opposition proceeding be dismissed without prejudice.

The requests made herein are being filed with the written consent of both parties.

[Signatures on following page]

Respectfully submitted on November 3, 2015.

/Stephen L. Baker/

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

GOYA FOODS, INC.,

Plaintiff,

vs.

GOZA TEQUILA, LLC,

Defendant.

Opposition No. 91219420

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CERTIFICATE OF SERVICE

I hereby certify that on the date below I served a true and correct copy of the foregoing ABANDONMENT OF TRADEMARK APPLICATION AND DISMISSAL OF OPPOSITION WITHOUT PREJUDICE on Counsel for Plaintiff by First Class Mail addressed as follows:

Stephen L. Baker, Esq.
Ryan A. McGonigle, Esq.
Baker and Rannells, PA
575 Route 28, Suite 102
Raritan, NJ 08869

/Mark L. Seigel/
Attorney for Defendant

November 3, 2015
Date

Exhibit A

AGREEMENT

This Agreement is entered into effective as of the date last signed below (“Effective Date”), by and between Goya Foods, Inc., a corporation organized under the laws of Delaware, with a principal place of business located at 100 Seaview Drive, Secaucus, New Jersey 07094 (“Goya”), and Goza Tequila, LLC, a limited liability company organized under the laws of Georgia, with a principal place of business located at 1109 Valley Overlook Drive, N.E., Atlanta, Georgia 30324 (“GTL”), (collectively referred to as the “Parties” or individually referred to as “Party”).

RECITALS

WHEREAS, Goya is the owner of U.S. Trademark Reg. No. 3210454 for GOYA for “cooking wine” in International Class 033;

WHEREAS, Goya is the owner of U.S. Trademark Reg. No. 4760404 for REFRESCO GOYA (Stylized) for “guarana drinks; soft drinks; soft drinks, namely, sodas; soft drinks, namely, ginger beer” in International Class 032;

WHEREAS, Goya is the owner of U.S. Trademark Reg. No. 4760405 for COCO GOYA (Stylized) for “non-alcoholic cocktail bases; non-alcoholic cocktail mixes” in International Class 032;

WHEREAS, for over 75 years, Goya has been trading as and the GOYA trademark in connection with the sale and production of a wide variety of consumer goods, including, food, beverages, restaurant/catering services, and related retail services (“Goya’s Marks”), all identifying Goya as the source of its high-quality goods and services;

WHEREAS, on December 18, 2013, GTL filed an intent-to-use application to register the mark GOZA, Trademark Application Serial No. 86147227 for use in connection with “distilled spirits”;



WHEREAS, Goya filed an opposition to the registration of GTL's GOZA mark in Serial No. 86147227, Opposition No. 91219420;

WHEREAS, the Parties desire to settle all claims and disputes between them and any conflict with regard to their respective use of their respective marks.

AGREEMENT

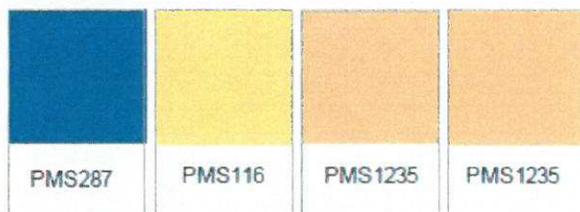
NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Within ten (10) business days of the Effective Date, GTL will cause the attached STIPULATED WITHDRAWAL OF APPLICATION WITH PREJUDICE AND WITHDRAWAL OF OPPOSITION WITHOUT PREJUDICE at the Trademark Trial and Appeal Board causing the withdrawal with prejudice Application Ser. No. 86147227 and the withdrawal of Opposition No. 91219420 without prejudice.
2. GTL will file a new application for GOZA TEQUILA in standard character form for "distilled spirits" or "tequila" in International Class 033.
3. GTL agrees that its use of the mark GOZA TEQUILA will be in colors other than a blue and yellow combination, colors which Goya is noted for. An example of the prohibited color combination would include the below:



A handwritten signature in blue ink, located in the bottom right corner of the page. The signature is stylized and appears to be the initials of one of the parties involved in the agreement.

4. Additionally, alone or in tandem, GTL will be prohibited from using the following gradations according to the Pantone Matching System (“PMS”), PMS287, PMS116, and PMS1235.



5. An example of Goya-approved usages and color schemes of the GOZA TEQUILA by GTL would include the following:



6. Goya consents to the use and registration of GOZA TEQUILA by GTL and will not challenge the validity of the registration issuing for the same or cause a third party to do so, as long as such use and registration is consistent with the terms of this Agreement.

7. GTL consents to the continued use and registration of Goya’s Marks in the U.S. by Goya and will not challenge the validity of the U.S. registrations for Goya’s Marks.

8. The Parties agree that if, in the future, either Party is apprised of any evidence of actual confusion, mistake, or deception with regard to the use of the respective marks, the Party receiving and possessing such information shall promptly make the same available in detail to the other Party. Thereafter, the Parties, through their authorized officers, representatives, or attorneys, shall confer for the purpose of jointly considering action to address such confusion.

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9. Neither Party will in any way attempt to associate itself with the other Party.
10. This Agreement shall remain in full force and effect so long as either Party, or a licensee or assignee of such Party, continues to use its respective marks, or as long as any registration of either Party's mark remains in effect.
11. Except as necessary to fulfill the obligations of this Agreement, the terms of this Agreement shall remain confidential and will be disclosed only as necessary for tax and legal advice.
12. All provisions of this Agreement shall be severable. The validity of any provision shall not affect the validity of the remaining provisions. In the event of the invalidity of any provision, this Agreement shall be interpreted and enforced as if such provision were not contained in this Agreement.
13. This Agreement shall be binding on the Parties and their respective successors, assigns, affiliates, subsidiaries, related companies, and franchisees.
14. A breach of this Agreement by one of the Parties' affiliates, subsidiaries, related companies, and franchisees will be treated as a breach by that Party.
15. This Agreement may be executed in counterparts.
16. This Agreement may not be modified except in writing signed by both Parties.
17. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of New Jersey without regard to its provisions concerning conflicts or choice of law.
18. This Agreement shall supersede all previous agreements and covers the entire understanding between the Parties.

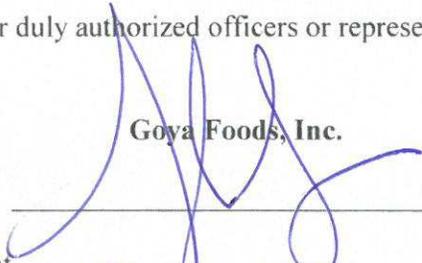


19. The Parties state that they have read and understood this Agreement, that they have been represented by counsel of their choosing in connection with this Agreement, and that any ambiguity shall not be construed against any Party as the drafter of this Agreement.

20. The Parties represent and warrant that they have full authority to enter into this consent agreement.

21. In witness whereof, the Parties have signed this Agreement either personally or by their duly authorized officers or representatives as of the day and dates set forth below.

Goya Foods, Inc.

By: 
Print Name: Joseph Perez
Title: Senior Vice President
Date: 9-23-15

Goza Tequila, LLC

By: 
Print Name: JACOB GLUCK
Title: CEO
Date: 09-22-2015