

ESTTA Tracking number: **ESTTA96542**

Filing date: **08/28/2006**

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

Proceeding	92040714
Party	Plaintiff DADA CORPORATION DADA CENTER BLDG. 790-4 YEOKSAM-DONG, KA NGNAM-KU KRX SEOUL,
Correspondence Address	Yoon S. Ham Mayer, Brown, Rowe & Maw LLP 1909 K Street, N.W. WASHINGTON, DC 20006-1101 UNITED STATES yham@mayerbrownrowe.com
Submission	Withdrawal of Cancellation
Filer's Name	Yoon S. Ham
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Date	08/28/2006
Attachments	hrr28300.PDF (15 pages)(1124917 bytes)

SETTLEMENT AGREEMENT

This Settlement Agreement (hereinafter the "Agreement") is made and entered into effective this 8 day of July, 2006 (hereinafter the "Execution Date"), by and between Kyarra Inspires Incorporated, a corporation duly organized and existing under the laws of the state of Maryland, and Damani Dada Enterprises, Inc., a corporation duly organized and existing under the laws of the state of Maryland (hereinafter collectively referred to as "DD"), and both having their principal office and place of business at 511 Longview Avenue, Cliffside Park, NJ 07010, on the one hand, and Dada Corp., a corporation duly organized and existing under the laws of the Republic of Korea, and Boo-Yi Park, an individual and citizen of the Republic of Korea (hereinafter collectively referred to as "DC"), both having its principal office and place of business at Dada Center Bldg., 790-4 Yeoksam-Dong, Kangnam-Ku, Seoul, Republic of Korea, on the other hand (DD and DC are hereinafter collectively referred to as the "Parties" and each individually referred to as the "Party").

WITNESSETH

WHEREAS, DD is the owner of a valid and subsisting registration for the mark DAMANI DADA® (hereinafter the "DAMANI DADA® Trademark") covering "clothing, namely, hats, tops, bottoms, underwear, socks, and shoes" in cl. 25, as set forth in U.S. Reg. No. 2,074,086 (hereinafter the "DAMANI DADA Registration"); and

WHEREAS, DD additionally owns three (3) intent to use applications for marks that include the wording DADA therein, the particulars of which are as follows: (i) DADA (hereinafter the "DADA Trademark") covering "clothing, namely, hats, tops, bottoms, underwear, socks, and shoes" in cl. 25, as set forth in U.S. Appl. Ser. No. 75/606,168 (hereinafter the "DADA Application"); (ii) DADA SUPREME *with Design* (hereinafter the "DADA SUPREME Trademark") covering "clothing, namely, hats, tops, bottoms, underwear, socks, and shoes" in cl. 25, as set forth in U.S. Appl. Ser. No. 75/079,249 (hereinafter the "DADA SUPREME Application"); and (iii) SUPREME DADA (hereinafter the "SUPREME DADA Trademark") covering "clothing, namely, hats, tops, bottoms, underwear, socks, and shoes" in cl. 25, as set forth in U.S. Appl. Ser. No. 75/606,169 (hereinafter the "SUPREME DADA Application") (the DAMANI DADA® Trademark, the DADA Trademark, the DADA SUPREME Trademark, and the SUPREME DADA Trademark are hereinafter collectively referred to as the "DD Trademarks") (the DAMANI DADA Registration, the DADA Application, the DADA SUPREME Application, and the SUPREME DADA Application are hereinafter collectively referred to as the "DD References"); and

WHEREAS, aside from the DD References set forth above, DD has not filed any other application(s) and/or secured registration(s) for the DADA Designation (as defined hereinbelow) that includes goods and/or services that may otherwise fall within the scope of the DC Categories (as defined hereinbelow); and

WHEREAS, DC is the owner of a valid and subsisting registration for the mark DADA *with Korean Characters*® (hereinafter the “DADA *with Korean Characters*® Trademark”) covering “clothing, namely, night caps, hats, swimming hats, and caps” in cl. 25, which registered pursuant to Section 44(e) of the Trademark Act based upon Korean Trademark Registration Nos. 111490 and 114511, as set forth in U.S. Reg. No. 1,896,120 (hereinafter the “DADA *with Korean Characters* Registration”); and

WHEREAS, DC is the owner of a valid and subsisting registration for the mark EDADA® (hereinafter the “EDADA® Trademark”) covering “suit bags, briefcases, wallets, travel bags, sports bags, shopping bags, namely, leather shopping bags, mesh shopping bags, shopping bags with wheels attached, textile shopping bags, school bags, handbags, boston bags, and beach bags” in cl. 18; and “clothing, namely, hats, caps and headwear, headbands, bathing caps, shower caps, beachwear, namely, bathing suits, jackets, jeans, casual wear, namely, shorts, skirts, pants, T-shirts, overcoats, and shoes” in cl. 25, as set forth in U.S. Reg. No. 2,745,153 (hereinafter the EDADA Registration”); and

WHEREAS, DC is the owner of a valid and subsisting registration for the mark E-DADA.COM, *Stylized*® (hereinafter the “E-DADA.COM® Trademark”) covering “clothing, namely, hats, caps and headwear, head bands, bathing caps, shower caps, bathing suits, beachwear, jackets, jeans, neckties, night gowns, T-shirts, overcoats, underwear, shoes, and heels” in cl. 25, as set

forth in U.S. Reg. No. 2,958,884 (hereinafter the "E-DADA.COM Registration"); and

WHEREAS, DC is the owner of a valid and subsisting registration for the mark *DADA with Design*® (hereinafter the "*DADA with Design*"® Trademark") covering "Artificial flowers and buttons for clothing, Hair accessories namely hair clips and hairband" in cl. 26, as set forth in U.S. Reg. No. 3,002,466 (hereinafter the "*DADA with Design* Registration"); and

WHEREAS, DC additionally owns one (1) intent to use application for the mark *DADA with Design* (hereinafter the "*DADA with Design* Trademark") covering "suit bags, briefbags, wallets, traveling bags, all purpose sports bags, (made of leather, mesh or textile), shopping bags, school bags, handbags, Boston bags, and beach bags" in cl. 18; "clothing namely, hats, caps, and headwear, head bands, beachwear, jeans, T-shirts, overcoats, underwear, and shoes" in cl. 25; and "providing an on-line computer database in the field of business information via global computer network; dissemination of advertising for others via an on-line electronic communications network; computerized on-line ordering in the field of general merchandise and consumer goods" in cl. 35, as set forth in U.S. Appl. Ser. No. 78/008,480 (hereinafter the "*DADA with Design* Application") (the *DADA with Korean Characters*® Trademark, the EDADA® Trademark, the E-DADA.COM® Trademark, and the *DADA with Design*® Trademark are hereinafter collectively referred to as the "DC Trademarks") (the *DADA with Korean Characters* Registration, the EDADA

Registration, the E-DADA.COM Registration, and the DADA *with Design* Application are hereinafter collectively referred to as the “DC References”); and

WHEREAS, aside from the DC References set forth above, DC has not filed any other application(s) and/or secured registration(s) for the DADA Designation (as defined hereinbelow) that includes goods and/or services that may otherwise fall within the scope of the DD Categories (as defined hereinbelow).

WHEREAS, DD instituted a cancellation proceeding against the DADA *with Korean Characters* Registration on August 20, 2001, as reflected under Cancellation Proceeding No. 92040616 (the foregoing cancellation proceeding is hereinafter referred to as the “DD Proceeding”); and

WHEREAS, DC instituted a cancellation proceeding against the DAMANI DADA Registration on June 24, 2002, as reflected under Cancellation Proceeding No. 92040714 (the foregoing cancellation proceeding is hereinafter referred to as the “DC Proceeding”) (the DD Proceeding and the DC Proceeding are hereinafter collectively referred to as the “Proceedings”); and

WHEREAS, the Trademark Trial And Appeal Board (hereinafter the “TTAB”) thereafter consolidated the Proceedings pursuant to an order issued on August 29, 2003;

WHEREAS, the Parties hereto wish to amicably resolve the dispute which has arisen between them and desire to bring an end to the Proceedings initiated by each Party, and therefore desire to resolve the conflict over their

respective use and registration of their respective marks comprising the DADA wording in the United States.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally bound, agree to co-exist under the following terms and conditions hereunder (the below terms and conditions are restricted to the United States):

1. Within fifteen (15) business days of the Execution Date hereof, DC shall file amendments with the U.S. Patent and Trademark Office (hereinafter the "USPTO") altering the descriptions for certain goods in cl. 25 and services in cl. 35, where applicable, in connection with the following DC References (hereinafter the "DC Amendments") as outlined below. In the event the USPTO rejects any of the Amendments, DC shall re-submit an acceptable Amendment(s) that overcomes the USPTO rejection(s):

(a) The following items shall be deleted from U.S. Reg. No. 2,745,153 for the EDADA® Trademark:

"beachwear, namely, bathing suits, jackets, jeans, casual wear, namely, shorts, skirts, pants, T-shirts, overcoats, and shoes" in cl. 25.

(b) The following items shall be deleted from U.S. Reg. No. 2,958,884 for the E-DADA.COM® Trademark:

“clothing, namely, bathing suits, beachwear, jackets, jeans, neckties, night gowns, T-shirts, overcoats, underwear, shoes, and heels” in cl. 25.

(c) U.S. Appl. Ser. No. 78/008,480 for the DADA *with Design*

Trademark shall be amended as follows:

(i) The following items shall be deleted:

“clothing namely, beachwear, jeans, T-shirts, overcoats, underwear, and shoes” in cl. 25;

(ii) The cl. 35 description shall be amended to the following:

“providing an on-line computer database in the field of business information via global computer network; dissemination of advertising for others via an on-line electronic communications network; computerized on-line ordering in the field of general merchandise and consumer goods excluding all items of clothing and footwear” in cl. 35.

2. Within fifteen (15) business days of the Execution Date hereof, DC shall deliver to DD’s counsel, at the address set forth in Paragraph 25 hereinbelow, copies of the DC Amendments as filed with the USPTO.

3. Within fifteen (15) business days of the Execution Date hereof, DD shall file with the USPTO amendments in connection with the following DD References whereby “hats” is deleted therefrom (hereinafter the “DD Amendments”). In the event the USPTO rejects any of the Amendments, DD shall re-submit an acceptable Amendment(s) that overcomes the USPTO rejection(s):

(a) U.S. Reg. No. 2,074,086 for the DAMANI DADA®
Trademark

(b) U.S. Appl. Ser. No. 75/606,168 for the DADA Trademark

(c) U.S. Appl. Ser. No. 75/079,249 for the DADA SUPREME
with Design Trademark.

(d) U.S. Appl. Ser. No. 75/606,169 for the SUPREME DADA
Trademark:

4. Within fifteen (15) business days of the Execution Date hereof, DD shall deliver to DC's counsel, at the address set forth in Paragraph 25 hereinbelow, copies of the DD Amendments as filed with the USPTO.

5. Within fifteen (15) business days of receipt of the notice issued by the USPTO officially accepting the DD Amendments, DC shall file with the TTAB and serve upon DD's counsel, at the address set forth in Paragraph 25 hereinbelow, a voluntary withdrawal without prejudice of the DC Proceeding and DD shall consent to the same.

6. Within fifteen (15) business days of receipt of the notice issued by the USPTO officially accepting the DC Amendments, DD shall file with the TTAB and serve upon DC's counsel, at the address set forth in Paragraph 25 hereinbelow, a voluntary withdrawal without prejudice of the DD Proceeding and DC shall consent to the same.

7. DC shall refrain from filing any future trademark application(s) and/or seeking to register, and/or authorize, permit or encourage

any third party or parties to file any application(s) and/or otherwise seek to register any mark that embodies therein the word DADA inclusive of any other phonetic equivalents thereof and/or any other confusingly similar designation, with and/or without additional wording/design elements attached thereto (any and all variations of the mark DADA as described above are hereinafter collectively referred to as the "DADA Designation") as applied to any goods and/or services of and/or related to clothing, footwear and related accessories, but excluding hats, caps and/or other related accessories worn on the head (hereinafter collectively referred to as the "DD Categories").

8. DD shall refrain from filing any future trademark application(s) and/or seeking to register, and/or authorize, permit or encourage any third party or parties to file any application(s) and/or otherwise seek to register the DADA Designation as applied to any goods and/or services of and/or related to hats, caps and related accessories worn on the head, but excluding clothing, footwear and related accessories (hereinafter collectively referred to as the "DC Categories").

9. DC shall refrain from using the DADA Designation on or in connection with the DD Categories.

10. DD shall refrain from using the DADA Designation on or in connection with the DC Categories.

11. Subject to DD's complete performance with the terms and conditions set forth herein, DC shall not seek to oppose and/or otherwise

challenge any of the DD References, and further shall not seek to oppose and/or otherwise challenge any future application(s) DD may choose to file for the DADA Designation as applied to the DD Categories.

12. Subject to DC's complete performance with the terms and conditions set forth herein, DD shall not seek to oppose and/or otherwise challenge any of the DC References, and further shall not seek to oppose and/or otherwise challenge any future application(s) DC may choose to file for the DADA Designation as applied to the DC Categories.

13. Subject to DD's complete performance with the terms and conditions set forth herein, DC shall not seek to oppose, challenge and/or otherwise interfere with DD's use of the DADA Designation as applied to the DD Categories.

14. Subject to DC's complete performance with the terms and conditions set forth herein, DD shall not seek to oppose, challenge and/or otherwise interfere with DC's use of the DADA Designation as applied to the DC Categories.

15. DC represents and warrants that they have not made, and will not make, seek or claim any expenses caused by the Proceedings.

16. DD represents and warrants that they have not made, and will not make, seek or claim any expenses caused by the Proceedings.

17. Subject to DC's complete performance with the terms and conditions set forth herein, DD hereby releases DC, and its employees, agents,

successors and assigns from any and all liability, claims, demands, losses or causes of action under the Lanham Trademark Act, 15 U.S.C. § 1127, or under any federal or state law, common law or the law of any country or place related to or arising from the use, registration, application for registration, and/or otherwise exploitation of any designation that incorporates the DADA term therein through the Execution Date hereof.

18. Subject to DD's complete performance with the terms and conditions set forth herein, DC hereby releases DD, and its employees, agents, successors and assigns from any and all liability, claims, demands, losses or causes of action under the Lanham Trademark Act, 15 U.S.C. § 1127, or under any federal or state law, common law or the law of any country or place related to or arising from the use, registration, application for registration, and/or otherwise exploitation of any designation that incorporates the DADA term therein through the Execution Date hereof.

19. This Agreement is binding upon and inures to the benefit of the Parties and their respective successors, assigns, affiliates, subsidiaries, divisions, related companies, agents, officers, directors and employees.

20. This Agreement shall be construed under the laws of the State of New York and may not be orally amended, modified or otherwise changed unless done so in a writing signed by each of the Parties hereto. Each of the Parties hereby acknowledges that there are no other agreements,

representations, warranties, obligations or promises by and between them other than those that are expressly set forth herein.

21. This Agreement has been fully reviewed and negotiated by the Parties hereto, and neither Party hereto shall hereafter contend that any provision of this Agreement should be construed or interpreted against the other Party on the basis that such other Party drafted the disputed provision.

22. To the extent that they have desired to do so, the Parties to this Agreement have consulted with legal counsel of their choosing.

23. This Agreement constitutes the entire agreement between the Parties hereto regarding the subject matter hereof, and no supplement, amendment or modification hereof shall be binding unless signed by the Party or Parties against whom or which enforcement of such supplement, amendment or modification is sought.

24. This Agreement may be executed in one or more counterparts which, when taken together, shall constitute a single instrument, and shall be effective when both parties have executed a counterpart (the Effective Date shall be the latter date upon which either Party hereto executes this Agreement, if not executed on same date), and may be executed by facsimile signature, with all facsimile signatures to be deemed originals and equivalent thereto for all purposes.

25. Notices required herein shall be sent via certified mail, return receipt requested, and delivered to the parties at the following addresses:

- (a) Mr. Dwayne Lewis
Damani Dada Enterprises, Inc.
Kyarra Inspires Incorporated
511 Longview Avenue
Cliffside Park, NJ 07010

with a copy of same via overnight mail or facsimile to:

Pryor Cashman Sherman & Flynn LLP
410 Park Avenue, 10th Floor
New York, NY 10022
Tel: 212 326 0831
Fax: 212 798 6915
Attn: Teresa Lee, Esq.

- (b) Mr. Boo-Yl Park
Dada Corp.
790-4 Yeoksam-Dong,
Kangnam-Ku, Seoul
Republic of Korea

with a copy of same via overnight mail or facsimile to:

- (c) Mayer, Brown, Rowe & Maw LLP
1909 K Street, N.W.
Washington, D.C. 20006-1101
Tel: 202 263 3280
Fax: 202 263 5280
Attn: Yoon S. Ham, Esq.

26. All Parties to this Agreement hereby represent and warrant that the individual executing this instrument on its behalf has the authority to do so and to bind that Party; that it has read and understood this instrument fully; and that it is entering into this Agreement and making the representations and warranties herein of its own free will.

27. The Parties shall execute any and all additional documents and instruments and shall take any and all other actions necessary to carry out the intent and purposes of this Agreement.

[Signature page follows, remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first set forth above.

KYARRA INSPIRES INCORPORATED



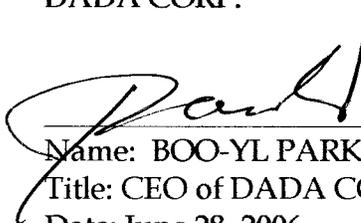
Name: Mr. Dwayne Lewis
Title: CEO
Date: 7/8/06

DAMANI DADA ENTERPRISES, INC.



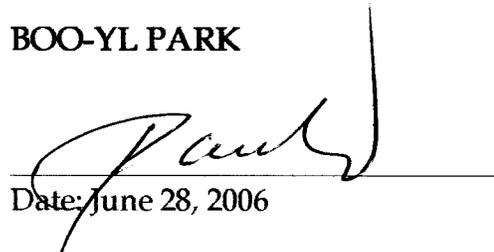
Name: Mr. Dwayne Lewis
Title: CEO
Date: 7/8/06

DADA CORP.



Name: BOO-YL PARK
Title: CEO of DADA CORP.
Date: June 28, 2006

BOO-YL PARK



Date: June 28, 2006