

MEMORANDUM OF AGREEMENT

BETWEEN:

C & G LINGERIE (1998) INC., a legal person having its head office situated at 5800 St. Denis Street, Suite 1001, Montreal; Quebec, H2S 3L5

(hereinafter referred to as "C & G")



AND:

02-27-2004

U.S. Patent & TMO/c/TM Mail Ropt Dt. #22

COLLECTION CONRAD C INC., a legal person having its head office situated at 93 St. Lawrence Blvd., Suite 200, Montreal, Quebec, H2N 1N7,

(hereinafter referred to as "COLLECTION C")

WHEREAS C & G is in the business of manufacturing, selling and distributing in both Canada and the United States lingerie, sleepwear and loungewear in association with the trade mark "CONRAD" and is the owner of pending Canadian application no. 1,129,420 and U.S. application no. 76/380,460 for the registration of such trade mark;

WHEREAS COLLECTION C is in the business of manufacturing, selling and distributing sportswear in both Canada and the United States in association with the trade mark "CONRAD C" appearing alone or in combination with other words and is the owner of U.S. registration nos. 2,125,612 and 2,125,611 for the trade marks "CONRAD C. COLLECTION" and "CONRAD C. WEEKEND";

WHEREAS C & G has filed before the United States Trademark Trial and Appeal Board a Petition to cancel COLLECTION C's U.S. registration nos. 2,125,612 and 2,125,611, which Petition bearing no. 92040859, is pending (hereinafter the "CANCELLATION PETITION");

WHEREAS the parties desire to resolve the differences between them as regards the use of their respective trade marks in both Canada and the United States.

WHEREFORE THE PARTIES HAVE AGREED AS FOLLOWS:

- 1) The foregoing Preambles shall form an integral part of this Agreement as if hereinafter recited at length.
- 2) For the purpose of this Agreement, "loungewear" is defined as "loose, comfortable casual clothes that are normally worn in and around the house."
- 3) COLLECTION C agrees not to promote, offer for sale and sell in Canada or the United States any lingerie, sleepwear or loungewear in association with any of its "CONRAD C" trade marks, but agrees to restrict such use to sportswear.
- 4) COLLECTION C agrees never to use the word "CONRAD" alone as a trade mark in Canada and the United States in association with any of its products.
- 5) COLLECTION C agrees never to use in Canada or the United States the term "leisurewear" in the advertisement, promotion and merchandising of its products.
- 6) COLLECTION C will be entitled to use in both Canada and the United States the trade mark "CONRAD C", either alone or in conjunction with other words, such as "COLLECTION", "WEEKEND", "WOMEN", "PETITE", "DESIGN", etc.
- 7) C & G agrees not to use its "CONRAD" trade mark in Canada or the United States in association with the promotion and sale of sportswear, but only in respect of lingerie, sleepwear and loungewear.
- 8) C & G agrees never to make use of the words "CONRAD C" as a trade mark either in Canada or the United States in association with any of its products.
- 9) C & G will be entitled to use in both Canada and the United States its trade mark "CONRAD", either alone or in conjunction with other words, such as "GIRL", "WOMEN", etc.

- 10) C & G undertakes to withdraw the CANCELLATION PETITION and agrees not to object to the use in Canada or the United States of the trade marks "CONRAD C WEEKEND" and "CONRAD C COLLECTION" in respect of sportswear.
- 11) COLLECTION C agrees not to oppose C & G's pending U.S. application no. 76/380,460 for the trade mark "CONRAD", provided such application is restricted to lingerie, sleepwear and loungewear. In addition, if required, COLLECTION C agrees to provide C & G with its consent to the registration of such trade mark, notwithstanding the existence in the United States of its registrations for the trade marks "CONRAD C COLLECTION" and "CONRAD C WEEKEND" bearing nos. 2,125,612 and 2,125,611 respectively.
- 12) COLLECTION C undertakes not to file any application to register in the United States the trade mark "ConradC", as depicted in Schedule "A" hereto, for use in association with sportswear, until after C & G's U.S. application no. 76/380,460 for the trade mark "CONRAD" matures to registration. In addition, if required, C & G agrees to provide COLLECTION C with its written consent to the registration of such trade mark, notwithstanding the existence of its then existing U.S. registration for the trade mark "CONRAD".
- 13) COLLECTION C undertakes not to file any application to register in Canada the trade mark "ConradC", as depicted in Schedule "A" hereto, for use in association with sportswear, until after C & G's Canadian application no. 1,129,420 for the trade mark "CONRAD" matures to registration. In addition, if required, C & G agrees to provide COLLECTION C with its written consent to the registration of such trade mark, notwithstanding the existence of its then existing Canadian registration for the trade mark "CONRAD".
- 14) C & G agrees never to oppose or object to the use by COLLECTION C in Canada and the United States of the trade mark "ConradC", as depicted in Schedule "A" hereto, in respect of sportswear.
- 15) COLLECTION C agrees not to oppose C & G's Canadian application no. 1,129,420 for the trade mark "CONRAD", provided such application is restricted

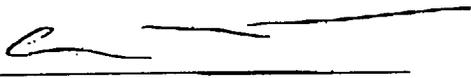
- to lingerie, sleepwear and loungewear. In addition, if required, COLLECTION C agrees to provide C & G with its written consent to the registration of such trade mark, notwithstanding the existence in Canada of its registrations for the trade marks "CONRAD C. WEEKEND" and "CONCEPTS CONRAD C" bearing nos. 465,578 and 564,972 respectively.
- 16) C & G agrees never to use the script depicted in Schedule "A" hereto for its trade mark "CONRAD".
 - 17) COLLECTION C agrees never to use for its "CONRAD C" trade marks the font illustrated in Schedule "B" hereto.
 - 18) COLLECTION C agrees not to oppose any applications which C & G might file in Canada and the United States to register trade marks consisting in whole or in part of the word "CONRAD" for use in association with lingerie, sleepwear and loungewear, provided such additional words do not include the word "COLLECTION" or the letter "C".
 - 19) C & G agrees not to oppose any applications which COLLECTION C might file in Canada and the United States to register trade marks consisting in whole or in part of the words "CONRAD C" in respect of sportswear.
 - 20) The parties agree to sign all documents which might be required to give effect to the terms of this Agreement.
 - 21) The parties agree to cooperate with one another to implement the foregoing terms and to take all necessary steps to avoid confusion of their respective merchandise in both Canada and the United States.
 - 22) This Agreement sets forth the entire agreement and understanding between the parties with respect to the subject matter hereof and supersedes all prior discussions, representations, undertakings and agreements, whether oral or written, between the parties with respect to such subject matter.

- 23) This Agreement may be altered, modified or amended only by a written document signed by all the parties hereto.
- 24) This Agreement shall inure to the benefit of and shall be binding upon the parties, their respective successors and assigns.
- 25) This Agreement shall be construed and interpreted in accordance with the laws of the Province of Quebec and the rights of the parties hereto shall be governed by the laws of Canada and the United States as applicable.
- 26) The parties acknowledge that they have requested that this Agreement as well as all related documents relating thereto be drawn up in English.

Les parties aux présentes reconnaissent avoir demandé que la présente convention de même que tous les documents s'y rattachant soient rédigés en anglais.

EXECUTED AT MONTREAL, QUEBEC, THIS 27 DAY OF FEBRUARY, 2003

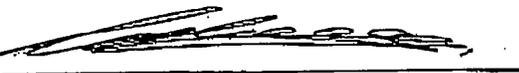
C & G LINGERIE (1998) INC.

BY: 

Name: Sydney Wilansky
Title: President

EXECUTED AT MONTREAL, QUEBEC, THIS 14th DAY OF FEBRUARY, 2003

COLLECTION CONRAD C INC.

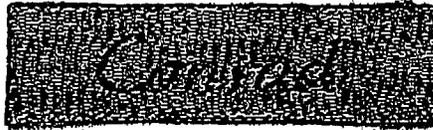
BY: 

Name: CONRAD CAPE
Title: PRESIDENT

SCHEDULE "A"



SCHEDULE "B"



ttab

ROBINSON BROG LEINWAND GREENE GENOVESE & GLUCK P.C.

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February 27, 2004

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- * NY AND NJ BARS
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02-27-2004

U.S. Patent & TMO/TM Mail Rcpt Dt. #22

VIA EXPRESS MAIL

United States Patent and Trademark Office
Trademark Trial and Appeal Board
2900 Crystal Drive
Arlington, Virginia 22022-3513

Re: Cancellation No. 92040859

Dear Sir or Madam:

We are the attorneys for Collection Conrad C Inc. ("Collection Conrad"), the respondent in the above-referenced cancellation proceeding.

Enclosed please find a copy of the Memorandum of Agreement ("Memorandum") dated February 27, 2003 between C&G Lingerie (1998), Inc. ("Plaintiff") and Collection Conrad in which Plaintiff agreed to withdraw its cancellation petition against Collection Conrad's registration of the marks "Conrad C. Collection", Registration #2125611, and "Conrad C. Weekend", Registration #2125612.

In light of the foregoing, we respectfully request the Board to deny the Plaintiff's cancellation petition and allow Collection Conrad's registrations to remain on the principal register.

Please feel free to contact me if you have any questions or comments.

Very truly yours,

Colette H. Stanford
Colette H. Stanford

Encl.
CHS:dd

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