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December 6, 2005

Box TTAB – No Fee
Commissioner for Trademarks
P.O. Box 1451
Alexandria, VA 22313-1451

RE: Crossport Mocean v. Donn L. Pierson et al.
Registration No.: 2009440
Cancellation No.: 92044780
Mark: MOCEAN
Our Reference: DONNP-001M

74 612929

Dear Sir/Madam:

Enclosed for filing are the following:

1. Certificate of Mailing;
2. Transmittal (in triplicate);
3. Stipulated Protective Order (in triplicate); and
4. A Postcard To Acknowledge Receipt

Please charge any additional cost to our Deposit Account Number 19-4330. This letter is enclosed herewith in triplicate.

Respectfully submitted,

STETINA BRUNDA GARRED & BRUCKER

Date: December 6, 2005

By:



Kit M. Stetina, Reg. No. 29,445
Stephen Z. Vegh, Reg. No. 48,550
Counsel for Respondent

Customer No.: 007663
Encls.



12-09-2005

U.S. Patent & TMO/c/TM Mail Rcpt Dt. #30

ATTORNEY DOCKET NO: DONNP-001M
REGISTRATION NO.: 2009440
MARK: MOCEAN

Certificate of Mailing

I hereby certify that this correspondence is being deposited with the United States Postal Service with sufficient postage as first class mail in an envelope addressed to:

BOX TTAB – NO FEE
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on December 6, 2005



(Signature)

Kimberly Carlsen

(Typed name of person signing certificate)

Note: Each paper must have its own certificate of mailing, or this certificate must identify each submitted paper.

1. Certificate of Mailing;
2. Transmittal (in triplicate);
3. Stipulated Protective Order (in triplicate);
4. A Postcard To Acknowledge Receipt

Case: DONNP-001M

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

In the Matter of Registration No. 2,009,440

Crossport Mocean,)	Cancellation No. 92044780
)	
Petitioner,)	
)	
vs.)	
)	
Donn L. Pierson and Kimberley L. Pierson,)	
)	
Respondent.)	
_____)	

STIPULATED PROTECTIVE ORDER

BOX TTAB – NO FEE
Commissioner for Trademarks
P.O. Box 1451
Alexandria, VA 22313-1451

Dear Sir:

IT IS HEREBY STIPULATED AND AGREED, by and among Petitioner and Respondent herein, and their respective undersigned counsel, as follows:

1. Any confidential information produced by any party or non-party as part of the discovery in this action may be designated by the producing party(ies) as “Confidential” or “Attorneys Eyes Only.” As a general guideline, any information which is publicly available, including any information which can be ascertained from examination of a product sold by any party should not be designated as “Confidential” or “Attorneys Eyes Only.” A document may be designated “Confidential” only when it has not been disclosed to any third party (except pursuant to a non-disclosure agreement, or other legal obligation not to disclose, and which contains non-public

information that may be reviewed by certain named persons of the receiving party but must be protected against disclosure to third parties).

2. Information may be designated "Attorneys Eyes Only" when it contains technical trade secrets such as information relating to product development information; confidential business information such as customer lists, potential customers and marketing surveys, marketing plans or strategies; or non-public financial information or projections, including without limitation, sales, profits, liabilities, and asset information, which would put the producing person or entity at a competitive disadvantage if the information became known to the receiving party or other third party.

3. "Confidential Discovery Material" shall mean documents designated as "Confidential" and/or "Confidential – Attorneys Eyes Only." Confidential Discovery Material shall be used solely for the prosecution or defense of this action. During both the pendency of and subsequent to the termination of this action, Confidential Discovery Material shall not be used for any other purpose. Control and distribution of all discovery material shall be the responsibility of attorneys of record herein, and shall be solely in accordance with the provisions of this Order. Any copying of Confidential Discovery Material will be strictly limited to the absolute minimum amount of copies necessary to effectuate the litigation of this matter.

4. Confidential treatment may be claimed for Confidential Discovery Material disclosed to any party herein contained in any discovery material where the party claiming such treatment determines in good faith that public disclosure of such information beyond the limitations contained herein would damage its commercial or proprietary interests or those of third parties whom it has an interest in protecting or with whom it has agreed to preserve confidentiality. Confidential treatment may not be claimed for any information or materials previously known to the parties or available and made known to the parties through legitimate alternative means (i.e., through sources other than discovery of the other party).

5. Any discovery material which sets forth or contains confidential information as defined in paragraphs 1 and 2, above, may be designated by any party as "Confidential " or "Confidential – Attorneys Eyes Only" pursuant to this Order. Such designation shall be made at the

time the information is produced or filed, by stamping the following legend on each page or, in the case of a multiple page document, on the first page of the discovery material intended to be confidential: "CONFIDENTIAL" or "CONFIDENTIAL – ATTORNEYS EYES ONLY"

All material previously designated (orally or in writing) as confidential at the depositions and document productions heretofore had herein in the subject action, whether or not such materials were marked in accordance with the strictures of this Order, shall be considered nevertheless as Confidential Discovery Material and thereby subject to the provisions of this Confidentiality Order.

6. (a) A party may designate as confidential any deposition testimony or interrogatory responses in these proceedings or any portion thereof by (i) notifying counsel for the parties in writing of those pages or portion of pages of the transcript or responses which are to be stamped and treated as confidential, such notice to be given no later than fifteen (15) days after actual receipt of the transcript of the deposition or service of responses by such notifying party's counsel; or (ii) designating the material as confidential on the record. Prior to the expiration of such fifteen (15) day period (or until a designation is made by counsel, if such a designation is made in a shorter period of time), the entire deposition and all interrogatory responses shall be treated as if they were confidential.

(b) Any discovery material produced by a non-party to the litigation may be designated as confidential by the non-party pursuant hereto. In addition, parties may designate discovery produced by a non-party as confidential, such notice to be given no later than fifteen (15) days after actual receipt of said discovery material.

7. Except as otherwise provided herein, Confidential Discovery Material designated as "CONFIDENTIAL" may be inspected, examined or read by, and disclosed, described or summarized, on a need-to-know basis, to parties and officers; directors, in-house counsel; personal counsel or employees of parties; retained independent experts whose technical advice and consultations are being or will be used in connection with the present litigation, or any other persons requested or retained by or on behalf of any party or counsel to provide or furnish technical, analytical or other expert assistance or testimony, or who are consulted with, in connection with this

litigation, and their employees (collectively, "experts"); provided that, prior to such disclosure, any independent expert has either executed a written statement in the form attached hereto as Exhibit "A," acknowledging and agreeing to be bound by the terms of this order or has so agreed on the record of a deposition. Confidential Discovery Material may also be inspected, examined or read by, and disclosed, described or summarized, on a need-to-know basis, stenographic reporters engaged in deposition proceedings; the court, persons employed or designated by the court, and the jury (if applicable); copy services utilized to copy Confidential Discovery Material; and witnesses who need to review, have created or have previously received Confidential Discovery Material.

8. Except as otherwise provided herein, Confidential Discovery Material designated as "CONFIDENTIAL – ATTORNEYS ONLY" may be inspected, examined or read by, and disclosed, described or summarized to, only the following persons:

(a) counsel of record for Petitioner and Respondents in this litigation, their partners, associates, paralegals and other law office employees, other lawyers specifically retained by them in connection with the litigation and members of said counsel's clerical and secretarial staff who are working on this case under the direction of such counsel to whom it is necessary that the material be shown for purposes of this case;

(b) other persons requested or retained by or on behalf of any party or counsel to provide or furnish technical, analytical or other expert assistance or testimony, or who are consulted with, in connection with this litigation, and their employees ("experts");

(c) stenographic reporters engaged in deposition proceedings; and

(d) the court, persons employed or designated by the court, and the jury (if applicable).

(e) copy services utilized to copy Confidential Discovery Material.

9. (a) Before any Confidential Discovery Material may be disclosed or disseminated to any expert under paragraphs 6 or 7(b) hereof, such person must sign a written statement in the form attached hereto as Exhibit "A," reciting that such person had read the Stipulated Protective

Order Respecting Confidential Material and promises to comply fully therewith and consents to the jurisdiction of this Court in connection with the enforcement of this Order and his agreement to be bound by its terms. Copies of this attestation shall be retained by counsel directing the disclosure.

(b) In the event a party wishes to make disclosure of confidential information to persons other than those referred to in paragraphs 6 or 7 above, the parties shall negotiate in good faith to try to reach an agreement, and if they cannot, then such party shall apply to the Trademark Trial and Appeal Board (TTAB), with copies to counsel for the producing party, or party who claims confidentiality, as well as all other counsel, requesting the TTAB to issue an order permitting the petitioning party's proposed disclosure. In its application, the petitioning party must submit a written statement (i) affirming that, after such confidential material has been reviewed by persons referred to in paragraphs 6 or 7, the petitioning party nevertheless has reasonable need for the technical and analytical assistance of a person or persons other than those persons referred to in paragraphs 6 or 7; (ii) identifying the confidential materials that the petitioning party proposes to disclose to such person or persons; (iii) identifying the name and address and business or occupation of the person or persons to whom the proposed disclosure is to be made; and (iv) stating the reasons why such confidential material should be disclosed to such persons as well as the importance of such information to the development and substance of the petitioning party's case. However, no disclosure shall be required of attorney work product or the mental impressions, conclusions, opinions or legal theories of any attorney or other representative of the petitioning party concerning the litigation. Within ten (10) days after such notice, counsel for the producing party, the party who claims confidentiality, or any other party, shall give written notice of its objection to such disclosure to the TTAB, with copies to the petitioning party and all other counsel. If the proposed disclosure is to be made to a witness at a deposition or court hearing, the party requesting the disclosure may make the request orally on the record immediately prior to the proposed disclosure, assuming counsel for all parties and the producing person are present. Any objections will be made promptly on the record. No such disclosure shall take place until the TTAB has acted upon such application. The TTAB shall grant the application only upon a showing of good cause. In the absence of notice of

objection, the party seeking to disclose may proceed with the proposed disclosure after expiration of said period for objecting.

10. In the event that any information or documents subject to the confidentiality restrictions of this Stipulated Protective order Respecting Confidential Materials are used in motions, affidavits, briefs or other documents filed with the TTAB, or are offered in any hearing before the TTAB, such written material or transcripts containing such references shall bear the legend:

THIS DOCUMENT CONTAINS CONFIDENTIAL MATERIAL COVERED BY A PROTECTIVE ORDER OF THE TTAB AND IS SUBMITTED UNDER SEAL PURSUANT TO THAT PROTECTIVE ORDER. THE CONTENTS OF THIS DOCUMENT MAY NOT BE DISCLOSED WITHOUT EXPRESS ORDER OF THE TTAB.

The Interlocutory Attorney of this proceeding is directed to file under seal all documents so marked. Further, in any hearing before the TTAB, and subject to the discretion of the TTAB, the Board Offices shall be cleared, except for those persons permitted access to the Confidential Discovery Material pursuant to this agreement.

11. Nothing contained in this Order shall affect the right, if any, of any party or non-party to make any other type of objection, claim, or other response to interrogatories, to requests for production of documents or subpoenas, or to any questions at a deposition. Nor shall this Order be construed as a waiver by any party or non-party of any legally cognizable privilege or objection to withhold any document or information, or of any right which any party or non-party may have to assert such privilege or objection at any stage of the proceedings.

12. Within ninety (90) days after the final adjudication or settlement of all claims in this action, counsel for the parties either shall return all Confidential Discovery Material produced, if so requested by the producing party, or shall destroy all such documents except that counsel may retain, subject to the terms of this Order, a file copy of all papers, including testimony transcripts, filed or served in this action. All copies of documents, and all information and notes derived from them, excluding attorney work product, shall be destroyed. For all Confidential Discovery Material

retained by counsel, the terms of this Stipulated Protective Order shall be considered continuing in nature.

13. Nothing herein shall be deemed to restrict the disclosure by any party of its own documents or materials to its own employees and agents whether or not marked confidential.

14. Nothing herein shall affect the right of any party to seek additional protection from the Court against the disclosure of any documents or materials or to seek any amendment of the terms hereof or to strike the "CONFIDENTIAL" designation of any materials produced herein.

15. Any party may apply to the TTAB at any time, upon proper notice, for a modification of this Protective Order with respect to the handling or designation of any document(s) or for any other purpose.

16. If any party or non-party inadvertently produces Confidential Discovery Material without the legends "CONFIDENTIAL" or "CONFIDENTIAL – ATTORNEYS EYES ONLY," they may promptly furnish written notice to the receiving party that the information or document shall be "CONFIDENTIAL" or "CONFIDENTIAL – ATTORNEYS EYES ONLY" under this Protective Order along with appropriately labeled copies of the documents in question.

17. This Order shall be binding upon any future unaffiliated party to this cancellation proceeding, and no discovery materials produced hereunder shall be disclosed to any such party until they or their counsel agree to be bound by the terms of this order.

18. This Order shall be binding in any Court in which this cancellation proceeding, or discovery proceedings in this cancellation proceeding, may be conducted.

ACKNOWLEDGMENT

I, the undersigned, do hereby acknowledge that I have read the STIPULATED PROTECTIVE ORDER entered by the TTAB for the United States Patent and Trademark Office in the action of Crossport Mocean v. Donn L. Pierson and Kimberley L. Pierson, Cancellation No. 92044780.

I certify that I am one of the persons defined in Paragraph 7 of the Protective Order as being authorized to receive disclosure of material designated as "CONFIDENTIAL" and/or "ATTORNEYS EYES ONLY" in this proceeding.

I fully understand and personally agree to abide by all obligations and conditions set forth in the STIPULATED PROTECTIVE ORDER.

Dated: _____

Name (Printed)

Signature

Title/Employer

STIPULATED AND AGREED:

Dated: 11/17/05 By: Crossport Mocean,
Dea [Signature]
Bill Levitt
Name (Printed)
President
Title

Dated: _____ By: [Signature]
Kimberley L. Pierson

Dated: 11.20.05 By: [Signature]
Dann L. Pierson

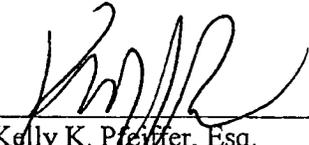
SIGNATURES CONTINUED ON FOLLOWING PAGE

CONSENTED AS TO FORM:

FRIEDMAN PETERSON STROFFE & GERARD

Dated: 11/17/05

By:

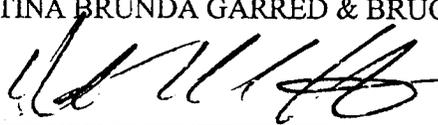


Kelly K. Pfeffer, Esq.
Attorney for Petitioner
Crossport Mocean,

STETINA BRUNDA GARRED & BRUCKER

Dated: 12/5/05

By:



Kit M. Stetina
Attorney for Respondents
Donn L. Pierson and Kimberley L. Pierson