

IT IS THEREFORE ORDERED, with the consent of the parties, that dissemination of any such information shall be in accordance with the following conditions:

1. All documents, things, answers, deposition testimony, and all other information furnished by the parties or any third party during the discovery stage of these proceedings (“Discovery Materials”) may be designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL” in accordance with the standards of paragraphs 1(a) and 1(b) below.

(a) To designate Discovery Materials as “Confidential,” a party must have a reasonable, good faith belief that the Discovery Materials constitute non-public information containing or relating to confidential/proprietary business information under Fed.R.Civ.P. 26(c)(7).

(b) To designate Discovery Materials as “Highly Confidential,” a party must have a reasonable, good faith belief that the Discovery Materials constitute non-public information containing or relating to confidential/proprietary business information under Fed.R.Civ.P. 26(c)(7), and that disclosure of the Discovery Materials to the other party would create an undue risk of competitive injury to the producing party’s current business activities that would not exist in the absence of such disclosure.

2. A party shall designate written Discovery Materials as CONFIDENTIAL or HIGHLY CONFIDENTIAL, respectively, by marking each page of such document (or the first page of a multi-page document provided the document is securely bound). Upon the request of counsel for any party or third party, the transcript of a deposition shall be treated as CONFIDENTIAL or HIGHLY CONFIDENTIAL in accordance with this Order for the first sixty (60) days from the date the deposition was taken; however, within that sixty-day period, either party may designate portions of the transcript as CONFIDENTIAL or HIGHLY

CONFIDENTIAL, as appropriate, and upon such designation, those portions shall be handled thereafter in accordance with the provisions of this Order.

3. CONFIDENTIAL Discovery Materials shall be used solely and exclusively for the purposes of this opposition proceeding between the parties, and may not be used for any other purpose or disclosed to any persons not involved in this opposition proceeding.

CONFIDENTIAL Discovery Materials shall be for the sole inspection, copying and use of the following designated persons a) the parties to this opposition proceeding, plus necessary clerical assistants, b) outside litigation counsel, plus necessary legal and clerical assistants; c) attorneys and judges of the Trademark Trial and Appeal Board, plus necessary legal and clerical assistants; d) court reporters who take and transcribe testimony, plus necessary clerical assistants; and e) experts retained by the parties who are not current or prior employees of the parties. Before the persons listed in subpart e) can have access to CONFIDENTIAL Discovery Materials, they must first execute the Nondisclosure Agreement attached as Exhibit A.

4. HIGHLY CONFIDENTIAL Discovery Materials shall be used solely and exclusively for the purposes of this opposition proceeding between the parties, and may not be used for any other purpose, and further shall be for the sole inspection, copying, and use of the following designated persons a) outside litigation counsel, plus necessary legal and clerical assistants; b) attorneys and judges of the Trademark Trial and Appeal Board, plus necessary legal and clerical assistants; c) court reporters who take and transcribe testimony, plus necessary clerical assistants; and d) experts retained by the parties who are not current or prior employees of the parties. Before the persons listed in subpart d) can have access to HIGHLY CONFIDENTIAL Discovery Materials, they must first execute the Nondisclosure Agreement attached as Exhibit A.

5. Each designated person under paragraphs 3 and 4 of this Order shall take all appropriate steps to ensure that all legal assistants and clerical assistants under his or her supervision who are also designated persons are apprised of the terms of this Order and the requirements herein as to confidentiality. This document shall be binding on all outside attorneys of record and their staffs.

6. Any inadvertent disclosure without appropriate designation shall be remedied as soon as the disclosing party learns of its error, by informing all other parties, in writing, of the error. The parties shall inform the Board of the error only if necessary due to the filing of protected information not in accordance with the provisions of paragraphs 2 and 6 of this Order. Inadvertent disclosure of information, which the disclosing party intended to designate as CONFIDENTIAL or HIGHLY CONFIDENTIAL hereunder, shall not constitute a waiver of any right to claim the information as protected upon discovery of the error.

7. All documents, including but not limited to transcripts of depositions, exhibits, produced documents, answers to interrogatories, and answers to requests for admission, whether originals or copies, filed with the Board, which contain or comprise information designated by either party as CONFIDENTIAL or HIGHLY CONFIDENTIAL, shall be filed in sealed envelopes or other appropriate sealed containers on which shall be written the title of this proceeding, an indication of the nature of the contents of such sealed envelopes or other containers, the word "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL" and a statement substantially to the following effect:

"This envelope contains documents which are filed in this case by [party's name] and is not to be opened nor the contents thereof displayed or revealed except by order of the Trademark Trial and Appeal Board."

8. This Order shall not foreclose either of the parties from moving the Board for an order that Discovery Materials designated as CONFIDENTIAL or HIGHLY CONFIDENTIAL, in fact, do not qualify for such treatment under Paragraph 1 hereof. On such motion, the party asserting confidentiality shall have the burden of proving that the material in question is within the scope of protection afforded by Rule 26(c) of the Federal Rules of Civil Procedure and this Order. Unless and until the Board rules that the material in question is not CONFIDENTIAL or HIGHLY CONFIDENTIAL, the material shall continue to be treated as designated pursuant to the terms of this Order. Acceptance by a party or its counsel of information disclosed under designation as CONFIDENTIAL or HIGHLY CONFIDENTIAL shall not constitute an admission that the information is, in fact, entitled to protection.

9. Prior to filing any motion with the Board to challenge the confidential designation of particular materials, the parties are obligated to negotiate in good faith regarding the designation by the disclosing party.

10. This Order shall not prevent either party from applying to the Board for relief therefrom, or from applying to the Board for further or additional protective orders, or from agreeing between themselves to modification of this Order, subject to approval by the Board.

11. Nothing contained in this Order shall prejudice the rights of any party to use CONFIDENTIAL or HIGHLY CONFIDENTIAL Discovery Materials in the taking of depositions, provided that such use shall be made only under conditions that preserve the confidentiality of such information and provided that any CONFIDENTIAL or HIGHLY CONFIDENTIAL Discovery Materials be disclosed only to persons entitled to have access to such materials, as herein provided.

12. Nothing contained in this Order shall be construed to prevent the disclosure of CONFIDENTIAL or HIGHLY CONFIDENTIAL Discovery Materials to the author or recipient of such materials.

13. Nothing contained in this Order shall be construed to require production of such CONFIDENTIAL or HIGHLY CONFIDENTIAL Discovery Materials deemed by counsel possessing such information to be privileged or otherwise protected from discovery on any basis.

14. This Order shall survive the final termination of this action except to the extent that the information contained in the CONFIDENTIAL or HIGHLY CONFIDENTIAL Discovery Materials is or becomes known to the public not due to any unauthorized act or omission by either party. Upon conclusion of this proceeding, including any appeal, all CONFIDENTIAL and HIGHLY CONFIDENTIAL Discovery Materials received from either party shall be destroyed or returned to the producing party within four weeks. Notwithstanding the foregoing, outside counsel may retain one copy of all pleadings, motions, briefs, transcripts, and work product.

15. If counsel for either party believes that the answers to questions put to a witness being examined on oral deposition will disclose CONFIDENTIAL or HIGHLY CONFIDENTIAL Discovery Materials, or if documents to be used as exhibits during the examination contain such CONFIDENTIAL or HIGHLY CONFIDENTIAL information, such counsel shall so notify opposing counsel, and the deposition of such witness, or confidential portions thereof, shall be taken in the presence of only designated persons as provided in Paragraphs 3 and 4.

16. The restrictions on use and disclosure set forth in this Order shall not apply to information which, prior to being obtained in this proceeding, either is in the possession or

knowledge of the party obtaining such information, or is demonstrably public knowledge. The restrictions on use and disclosure shall also not apply to information which, after being obtained, becomes demonstrably public knowledge other than by act or omission of the party obtaining such information, or which is independently developed or which is acquired from an independent source.

SO ORDERED this ___ day of _____, 2006.

Administrative Law Judge
United States Patent and Trademark Office
Trademark Trial and Appeal Board

The parties, through their undersigned attorneys of record, hereby consent to the entry of this Protective Order.

KIRKPATRICK & LOCKHART NICHOLSON GRAHAM, LLP

By: Curtis B. Krasik

Date: 8/10/06

Curtis B. Krasik
535 Smithfield Street
Pittsburg, PA 15222
(412) 355-6500 (Tel.)
Attorney for Registrant

JEFFER, MANGELS, BUTLER & MARMARO LLP

By: Brian W. Kasell

Date: 8/11/06

Rod S. Berman
Brian W. Kasell
1900 Avenue of the Stars, Seventh Floor
Los Angeles, CA 90067
(310) 203-8080 (Tel.)

Attorneys for Petitioner

EXHIBIT A

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

In the matter of Registration Nos. 2,793,533, 2,634,215 and 2,735,848
Issued on December 16, 2003, October 12, 2002 and April 22, 2003, respectively

| | |
|---|--|
| GLENN DANZIG, Petitioner, v. CYCLOPIAN MUSIC, INC., Registrant. | Cancellation No. 92045173 Mark: Our File No.: 64162-0002 |
|---|--|

NONDISCLOSURE AGREEMENT

I _____, do solemnly swear (or affirm) that I have read the Protective Order attached hereto, and will not divulge any information covered by this Protective Order to any person for any purpose, other than that directly associated with my official duties in connection with the instant opposition proceeding. Neither will I directly or indirectly use, or allow the use of such information, for any purpose other than directly associated with my official duties in connection with the instant opposition proceeding.

Further, I will not by direct action, discussion, recommendation, or suggestion to any person reveal the nature or content of any information covered by this Protective Order.

Signed: _____

Date: _____

Firm or Affiliation: _____

CERTIFICATE OF SERVICE

It is hereby certified that on **August 11, 2006**, a copy of the foregoing STIPULATED PROTECTIVE ORDER has been sent by first class mail, postage prepared to the attorney of record for Opposer:

Curtis B. Krasik, Esq.
KIRKPATRICK & LOCKHART NICHOLSON GRAHAM, LLP
535 Smithfield Street
Pittsburg, PA 15222



Simone Robinson