ESTTA Tracking number: **ESTTA196331**
Filing date: **03/05/2008**

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

Proceeding	92048297
Party	Plaintiff Transcon Trading Co., Inc.
Correspondence Address	Thomas L. Moses Monahan & Moses, LLC 13-B West Washington St. Greenville, SC 29601 UNITED STATES tom.moses@momolaw.com
Submission	Withdrawal of Cancellation
Filer's Name	Thomas L. Moses
Filer's e-mail	tom.moses@momolaw.com
Signature	/Thomas L. Moses/
Date	03/05/2008
Attachments	Withdrawal of Cancellation.pdf (1 page)(232812 bytes) Consent Agreement - Fully Executed.pdf (2 pages)(599339 bytes)

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

TRANSCON TRADING COMPANY, INC. Petitioner, vs. W.F. YOUNG, INC., Registrant.	Cancellation No. 92048297 In re Reg. No. 2687407 For the Mark: GROOM 'N SHOW Registered: February 11, 2003

Thomas L. Moses
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WITHDRAWAL OF CANCELLATION WITHOUT PREJUDICE

Petitioner and Registrant have negotiated a settlement in the above-referenced cancellation proceeding. Petitioner is filing herewith an executed Consent Agreement between the parties, and requests that the Trademark Trial and Appeal Board withdraw this cancellation proceeding without prejudice.

Respectfully Requested,

Thomas L. Moses
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Greenville, South Carolina 29601
(864) 241-4604
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Attorney for Petitioner

March 5, 2008

CONSENT AGREEMENT

This Consent Agreement, effective as of the first date of signature below, is by and between Transcon Trading Company., a South Carolina corporation, having a place of business at 121 Dutchman Blvd., Irmo, South Carolina 29063 ("Transcon") and W.F. Young, Incorporated, having a place of business at 302 Benton Drive, East Longmeadow, MA 01028-1950 Road ("Young").

WHEREAS, Young is the owner of U.S. Registration No. 2687407 in the U.S. Patent and Trademark Office for the trademark GROOM 'N SHOW for "non-medicated shampoos and conditioners for cleaning the coats of horses, dogs, cats, and other animals" in International Class 3;

WHEREAS, Transcon has filed a trademark application in the U.S. Patent and Trademark Office, Serial No. 78/880,533, to register the trademark SHOW GROOM for "non-medicated aerosol grooming preparations for animals, namely, preparation for the conditioning of animal coats, detangling of coats and fur, sunscreen protection and skin treatment" in International Class 3; and

WHEREAS, the parties believe that, due to the differences in the nature of their respective products, the consumers of those products, and the channels of trade through which those products are offered, as set forth herein, consumer confusion is not likely to occur, and the parties wish to take necessary and reasonable steps to assure that such confusion does not occur;

NOW THEREFORE, in consideration of the foregoing and the mutual promises set forth herein, the parties hereby agree as follows:

1. Young shall not use the mark SHOW GROOM, or a colorable variation thereof, in connection with non-medicated aerosol grooming preparations for animals, namely, preparation for the conditioning of animal coats, detangling of coats and fur, sunscreen protection and skin treatment.

2. Transcon shall not use the mark GROOM 'N SHOW, or a colorable variation thereof, on non-medicated shampoos and conditioners for cleaning the coats of horses, dogs, cats, and other animals.

3. The parties recognize and acknowledge that so long as their respective marks are used as set forth in Paragraphs 1-2 above, no consumer confusion is likely to result from the concurrent use of their marks. The parties agree, moreover, to take such further steps as may be reasonable and necessary to assure that no such confusion results.

4. Neither party shall attack the validity, enforceability, or registrability of the other party's mark so long as the other party's use of its respective mark does not violate this Consent Agreement.

5. The terms of this Consent Agreement shall be valid and extend, subject to the provisions of Paragraphs 1-4 above, to the parties' use and registration of their respective marks in the United States and any other jurisdiction in which the respective mark is used or is sought to be registered.

6. The parties each agree to execute such further documents or instruments as may reasonably be required to secure the registration, in the United States or elsewhere, of the other party's mark for use on the goods set forth in Paragraphs 1-2 above, provided that any request for execution of such documents or instruments is received such that the party whose signature is sought is afforded a reasonable opportunity to review and respond to the request.

7. The interpretation and enforcement of this Consent Agreement, including the resolution of any claims or disputes arising therefrom, shall be governed by the laws of the State of South Carolina.

8. If any provision hereof is declared invalid by a court of competent jurisdiction, such provision shall be ineffective only to the extent of such invalidity, so that the remainder of that provision and all remaining provisions of this Agreement shall be valid and enforceable to the fullest extent permitted by applicable law.

9. This Consent Agreement constitutes the entire agreement and understanding between the parties regarding the subject matter of this Agreement and supersedes and cancels any prior agreement or understanding relating to the subject matter hereof between the parties. None of the provisions of this Agreement may be waived or modified, except in a writing signed by all parties.

10. Failure of either party to require the performance of any term of this Consent Agreement or waiver by either party of any breach shall not prevent subsequent enforcement of such term nor be deemed a waiver of any subsequent breach.

11. This Consent Agreement shall be binding on the parties, their agents, successors, assigns, licensees, subsidiaries, affiliated entities and all those acting in concert with them.

12. Neither party shall be liable for any consequential, incidental, indirect or special damages, even if informed of their possible existence, so long as said party is not in violation of this Consent Agreement.

13. The parties are presently unaware of any instance of actual confusion caused by their concurrent uses of the marks SHOW GROOM or GROOM 'N SHOW, and do not believe that confusion between the use of the respective marks is likely, but should instances of confusion between the trademarks of the respective parties arise in the future, the parties agree to cooperate in efforts to eliminate such confusion. In the event that Young engages in the future in any new or expanded form of advertising or marketing activity or takes any other action that causes confusion, and the parties are unable to agree to steps sufficient to eliminate such confusion, Young agrees to cease the advertising or marketing activity or other action in question.

Transcon Trading Company, Inc.	**W.F. Young, Incorporated**
By:	By:
Printed Name: Sonya Kosta Di Nova	Printed Name: [illegible]
Title: President & CEO	Title: Executive VP - COO
Date: Feb. 21, 2008	Date: February 12, 2008