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

Proceeding	92054229
Party	Plaintiff MacKellar Associates, Inc., d/b/a The Blanket Lady
Correspondence Address	JULIE A GREENBERG GIFFORD KRASS SPRINKLE ANDERSON & CITKOWSKI PC 2701 TROY CENTER DRIVE STE 330, PO BOX 7021 TROY, MI 48007-7021 UNITED STATES litigation@patlaw.com
Submission	Withdrawal of Cancellation
Filer's Name	Julie A. Greenberg
Filer's e-mail	litigation@patlaw.com
Signature	/Julie A. Greenberg/
Date	09/27/2012
Attachments	Consented Withdrawal of Cancellation.pdf ( 3 pages )(82535 bytes ) Written Consent to Withdrawal - Scanned Agreement.pdf ( 4 pages )(288290 bytes )

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

In the Matter of Trademark Registration

Registration No.: 3,969,326

Mark: THE BLANKET LADY

Date of Registration: May 31, 2011

Int'l Class: 37

MacKellar Associates, Inc.,  
d/b/a The Blanket Lady,

Petitioner,

v.

The Blanket Lady, LLC,

Registrant.

Cancellation No.: 92054229

**CONSENTED WITHDRAWAL OF CANCELLATION WITHOUT PREJUDICE**

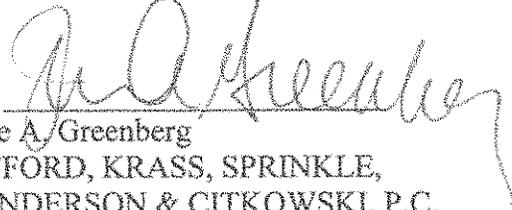
The parties hereby stipulate and consent to the withdrawal of the above captioned cancellation without prejudice.

Counsel for Registrant's written consent to the withdrawal of this cancellation is shown

in the attached agreement.

Respectfully submitted,

GIFFORD, KRASS, SPRINKLE,  
ANDERSON & CITKOWSKI PC

By: 

Julie A. Greenberg

GIFFORD, KRASS, SPRINKLE,  
ANDERSON & CITKOWSKI, P.C.

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Dated: September 27, 2012

*Attorney for Petitioner*

CERTIFICATE OF MAILING AND SERVICE

The undersigned hereby certifies that CONSENTED WITHDRAWAL OF CANCELLATION is being filed electronically with the U.S. Patent & Trademark Office, Trademark Trial and Appeal Board; and a true and correct copy of this document is being served by e-mail and first class mail on attorney for Registrant on the date indicated below to:

Ned E. Barlas  
Akin Gump Strauss Hauer & Feld LLP  
One Bryant Park  
New York, NY 10036-6745

Date: September 27, 2012

  
\_\_\_\_\_  
Kristyn Webb

AGREEMENT

THIS AGREEMENT (the "Agreement") is entered into on February 2, 2012 (date), by and between MacKellar Associates, Inc., doing business as The Blanket Lady, having an address at 1729 Northfield Drive, Rochester Hills, Michigan (hereafter "MacKellar"), and The Blanket Lady, LLC., having a place of business at 113 Wynnewood Drive, Coatesville, Pennsylvania (hereafter "TBL") (individually, a "Party" and collectively referred to herein as the "Parties").

WHEREAS, MacKellar uses the mark "THE BLANKET LADY" in connection with personalized gifts, novelty items and accessories for adults, children, and pets, and retail store services, including online store services, for the sale of such goods, and owns U.S. Trademark Application Serial No. 85/248,871 (the "Application");

WHEREAS, the Application has been refused registration under §2(d) on the grounds that the marks are confusingly similar;

WHEREAS, TBL uses the mark THE BLANKET LADY for the services relating to cleaning and repairing horse blankets, and owns U.S. Trademark Registration No. 3969326 for the mark THE BLANKET LADY for "cleaning and repairing horse blankets" in International Class 037 (the "Registration");

WHEREAS, the relevant class of TBL's consumers and channels of trade is a small, unique and relatively sophisticated market;

WHEREAS, MacKellar's goods and services are not directed to the same class of consumers as TBL's, nor sold through the same channels of trade;

WHEREAS, despite the fact that MacKellar's mark and TBL's mark are identical, the parties have determined that there is no likelihood of confusion based upon the following factors, among others: the dissimilarity and nature of their respective goods and services; the dissimilarity of their established, likely-to-continue trade channels; the sophistication of TBL's consumers in the market for equestrian-related services; the conditions under which the parties sell their respective goods and services to their respective consumers; and the fact that the parties have been using their respective marks in the marketplace for the last 15 years and are aware of no instances of confusion; and

WHEREAS, the Parties wish to agree herein to a course of future use of their respective marks in order to assure that no likelihood of confusion will result from such concurrent use; and to provide that each may apply for, use and own trademark registrations as specifically set forth herein in connection with their respective goods/services;

NOW THEREFORE, in consideration of and in exchange for the promises and mutual covenants hereinafter set forth, is hereby agreed by the parties as follows:

1. TBL consents to MacKellar's continued use of the trademark "THE BLANKET LADY" for personalized gifts, novelty items and accessories for adults, children, and pets, and retail and online store services featuring such goods, and MacKellar agrees that it will not use the trademark "THE BLANKET LADY," or any colorable imitation thereof, in connection with horse blanket repair or cleaning services.

2. MacKellar consents to TBL's continued use and registration of the trademark "THE BLANKET LADY" for horse blanket repair and cleaning services, and TBL agrees that it will not use the trademark "THE BLANKET LADY," or any colorable imitation thereof, in connection with the sale of goods, including, without limitation, blankets, personalized gifts, novelty items and accessories for adults, children, and pets and that it will not use the trademark

THE BLANKET LADY for retail or online store services featuring goods. TBL shall not sell or promote goods of any kind marked with the trademark "THE BLANKET LADY," and shall not sell or promote any goods on its website. Notwithstanding these provisions, and in reliance on TBL's compliance with same, nothing herein shall prevent TBL from selling horse-related accessories as an adjunct to its horse blanket repair and cleaning services.

3. In reliance on the provisions of Paragraph 1 hereof, TBL expressly consents to the registration by MacKellar of the trademark "THE BLANKET LADY," alone or as a component of any mark, for the goods/services authorized in Paragraph 1, including but not limited to the Application (Serial No. 85/248,871), and will provide additional documentation as may be reasonably requested by MacKellar to memorialize such consent in the future.

4. In reliance on the provisions of Paragraph 2 hereof, MacKellar expressly consents to the registration by TBL of the trademark "THE BLANKET LADY" in Registration No. 3969326 for the services authorized in Paragraph 2.

5. In reliance on the provisions herein, MacKellar agrees to withdraw this Cancellation on Consent, promptly upon receiving a Certificate of Registration in connection with its Application (Serial No. 85/248,871).

6. In the event either Party becomes aware of confusion relating to their respective uses of the trademark "THE BLANKET LADY," such Party will take reasonable steps to avoid ongoing confusion, and will forward to the other communications which may be received in error relating to the other.

7. This Agreement is binding on, and inures to the benefit of, the successors and assigns of the Parties and all assignees and licensees of the trademarks referenced herein shall be required to agree to the terms hereof.

8. This is the entire agreement of the parties and may only be modified by a written instrument signed by the parties. This Agreement shall be governed by the laws of the State of Michigan, except as to conflicts of laws, and any disputes between the parties shall be resolved by the federal and state courts situated therein.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as follows:

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THE BLANKET LADY, LLC.

By:   
Name: Sandy J. Hill  
Title: Paragon  
Date: 2/9/2012

MACKELLAR ASSOCIATES, INC.

By:   
Name: Stephen W. Mackellar  
Title: Pres/CEO  
Date: 2/2/2012