

ESTTA Tracking number: **ESTTA613957**

Filing date: **07/07/2014**

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

Proceeding	92058931
Party	Plaintiff Adonit Co. Ltd.
Correspondence Address	JEFFREY SONNABEND SONNABENDLAW 600 PROSPECT AVENUE BROOKLYN, NY 11215-6012 UNITED STATES jsonnabend@sonnabendlaw.com
Submission	Withdrawal of Cancellation
Filer's Name	Jeffrey Sonnabend
Filer's e-mail	jsonnabend@sonnabendlaw.com
Signature	/JS/
Date	07/07/2014
Attachments	Adonit dismissal [2014-07-07].pdf(70452 bytes) Adonit CIC TM Assignment and License Agreement [2014-06-23].pdf(89616 bytes)

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

In the Matter of Trademark Registration No. 2,219,350
For the mark JOT

Adonit Co. Ltd.,

Petitioner,

v.

Communication Intelligence Corp.,

Registrant.

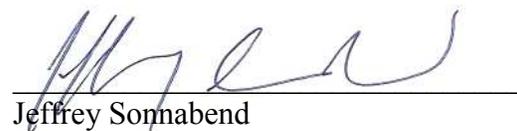
Cancellation No.: 92/058931

NOTICE OF SETTLEMENT AND DISMISSAL

The parties have settlement the instant matter. As a result of settlement, the subject registration, mark and associated good will have been assigned to Petitioner and duly recorded (see Exhibit 1 hereto). The present action is thus rendered moot, and the parties request that it be dismissed.

Dated: July 7, 2014

Respectfully submitted,



Jeffrey Sonnabend
SonnabendLaw
600 Prospect Avenue
Brooklyn, NY 11215

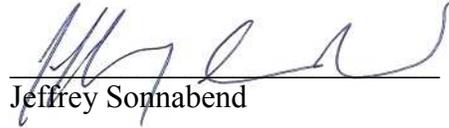
Attorney for Petitioner
Adonit Co. Ltd.

CERTIFICATE OF SERVICE

I certify that on the date indicated below, a copy of the foregoing papers were served by email, pursuant to agreement, on the following:

Raymond E Robert
Intellectual Property Venture Group
3350 Shelby Street, Suite 200
Ontario, CA 91764-5556
tfiler@ipvglaw.com

Dated: July 7, 2014



Jeffrey Sonnabend



Electronic Trademark Assignment System

Confirmation Receipt

Your assignment has been received by the USPTO.
The coversheet of the assignment is displayed below:

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Communication Intelligence Corporation		06/23/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Adonit Co. Ltd.		
Street Address:	No. 107 Sect. 4, Ren'ai Rd, Da'an Distr		
Internal Address:	Rm. A., 9F		
City:	Taipei		
State/Country:	TAIWAN		
Postal Code:	10689		
Entity Type:	CORPORATION: TAIWAN		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2219350	JOT	

CORRESPONDENCEDATA

Phone: 7188328810
Email: jsonnabend@sonnabendlaw.com
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.
Correspondent Name: Jeffrey Sonnabend
Address Line 1: 600 Prospect Avenue
Address Line 4: Brooklyn, NEW YORK 11215-6012

ATTORNEY DOCKET NUMBER:

ADO1

DOMESTIC REPRESENTATIVE

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:

Jeffrey Sonnabend

Signature:

/JS/

Date:

07/07/2014

Total Attachments: 4

source=Adonit CIC TM Assignment and License Agreement [2014-06-23]#page1.tif
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source=Adonit CIC TM Assignment and License Agreement [2014-06-23]#page4.tif

RECEIPT INFORMATION

ETAS ID: TM309778
Receipt Date: 07/07/2014
Fee Amount: \$40

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TRADEMARK ASSIGNMENT AND LICENSE AGREEMENT

This Trademark Assignment and License Agreement is by and between Adonit Co. Ltd., a corporation, located and doing business at Rm. A, 9F, No. 107 Sect. 4, Ren'ai Rd, Da'an Distr., Taipei, 10689, Taiwan ("Adonit") and Communication Intelligence Corporation, a Delaware corporation, located and doing business at 275 Shoreline Drive, Suite 500, Redwood Shores, California, 94065, United States Of America ("CIC").

In consideration of the mutual promises and covenants set forth herein, the parties, intending to be legally bound, hereto agree as follows:

1 Assignment Of Trademark

1.1 Subject Marks. The Subject Marks consist of the marks enumerated in Exhibit 1 hereto.

1.2 Assignment of Marks. Upon payment of the amounts provided for in section 2 hereof, CIC assigns to Adonit, and Adonit accepts such assignment, all of CIC's right, title and interest in and to the Subject Marks, and all of the goodwill associated therewith, together with all causes of action, past, present and future related to the Subject Marks, including all right to damage and profits, due or accrued, throughout the world.

1.3 Cooperation in Registration. CIC agrees to reasonably assist Adonit in recording the assignment provided herein with government authorities where such recording is required by law or regulation or where such recording is permitted or desired by Adonit.

2 Payment To CIC

2.1 Payment. As consideration for the assignment provided for herein, Adonit will pay to to CIC fifty thousand dollars (\$50,000).

3 Representations And Warranties

3.1 Representations and Warranties. CIC represents and warrants that (i) it owns or controls no marks other than the Subject Marks that are confusingly similar to the Subject Marks; (ii) it is free to assign the Subject Marks, free from all liens and encumbrances; and (iii) there are no other current licensees to the Subject Marks other than Access Co., Ltd of Tokyo, Japan ("Access").

3.2 Inducement for License. CIC acknowledges that Adonit has relied on the foregoing representations and warranties in granting the license provided for herein and that the foregoing representations and warranties constitute substantive inducement for Adonit to grant

such license. CIC further acknowledges that breach of the foregoing representations and warranties constitutes a material breach of this Agreement.

4 Grant Of License

4.1 Grant of License. Adonit hereby grants a paid-up, non-exclusive, non-transferable, worldwide license in the Subject Marks to CIC , solely for use in currently existing versions of the computing device operating system known as the Garnet OS (the “Licensed Product”).

4.2 Quality Control and Alterations. Adonit acknowledges that the current quality of the Licensed Product is adequate. CIC will not alter or allow to be altered the Licensed Product without Adonit’s prior consent, which Adonit will not unreasonably withhold. Upon reasonable request from Adonit, CIC will make available to Adonit copies of the Licensed Product for purposes of quality control by Adonit.

5 Termination

5.1 Termination for Insolvency. The license granted herein shall terminate immediately and without notice upon: (i) the dissolution of Access; or (ii) the insolvency or bankruptcy of Access.

5.2 Termination for Breach of Representations and Warranties. Adonit may terminate the license granted herein, upon upon thirty (30) days notice to CIC, in the event that CIC is determined to have breached any Representation or Warranty provided for herein and CIC is not able to cure such breach within such thirty (30) day notice period. Upon termination of the license pursuant to this provision, CIC will immediately notify Access of the termination.

5.3 Termination for Failure Alteration of Licensed Product. In the event that Adonit determines that the Licensed Product has been altered in violation of the license granted herein, or that Access has failed to maintain adequate quality of the Licensed Product, Adonit may terminate the license granted herein upon thirty (30) days notice to CIC, provided that the alteration or inadequate quality has not been corrected within those thirty (30) days.

6 Miscellaneous

6.1 Entire Agreement. This Agreement constitute the entire agreement among the parties with respect to the subject matter hereof and supersede all prior agreements, understandings and negotiations, both written and oral, between the parties with respect to the subject matter hereof. This Agreement is not intended to confer upon any person other than the parties hereto any rights or remedies hereunder.

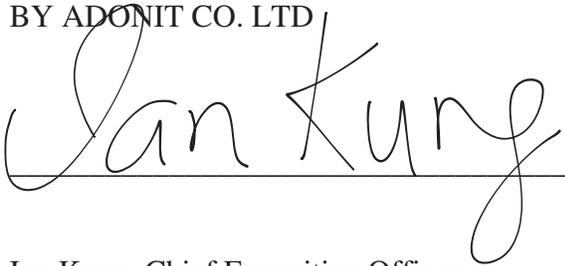
6.2 Waiver. The waiver by Adonit of a breach of any provision contained herein shall be in writing and shall in no way be construed as a waiver of any subsequent breach of such provision or the waiver of the provision itself.

6.3 Severability. If any provision of this Agreement shall be invalid or unenforceable, such invalidity or unenforceability shall not render the entire Agreement invalid. Rather, the Agreement shall be construed as if not containing the particular invalid or unenforceable provision, and the rights and obligations of each party shall be construed and enforced accordingly.

6.4 Governing Law. This Agreement shall be construed in accordance with and governed by the substantive internal laws of the State of New York.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers or agents as of the day and year first above written.

BY ADONIT CO. LTD



Ian Kung, Chief Executive Officer

print name and title



Date

BY COMMUNICATION INTELLIGENCE CORPORATION



Andrea Goren, Chief Financial Officer

print name and title

06/20/2014

Date

EXHIBIT 1
Trademark Assignment And License Agreement
Subject Marks

Mark

Application Serial No. Registration No.

JOT

2,219,350