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

Proceeding	92059415
Party	Plaintiff Argus Food Processing Corp.
Correspondence Address	JESUS SANCHELIMA SANCHELIMA & ASSOCS PA 235 SW LE JEUNE RD MIAMI, FL 33134 UNITED STATES jesus@sanchelima.com, legal@sanchelima.com
Submission	Withdrawal of Cancellation
Filer's Name	Jesus Sanchelima, Esq.
Filer's e-mail	jesus@sanchelima.com, legal@sanchelima.com
Signature	/js/
Date	12/05/2014
Attachments	141205le.MtnWthdrwPet_340272.pdf(111182 bytes) Exhibit A.ExecutedCoexAgmt.pdf(571714 bytes)

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

Argus Food Processing Corp.

Petitioner

v.

Cancellation No. 92059415

Carlo Ghailian

Registrant

_____)

**PETITIONER'S AGREED MOTION TO WITHDRAW
CANCELLATION PROCEEDING**

Argus Food Processing Corp., (hereinafter Petitioner) in connection with the agreement attached hereto as Exhibit "A", and pursuant to the Trademark Trial and Appeal Board Manual of Procedure, TBMP 600 and 37 CFR §2.119, hereby withdraws its Petition for Cancellation. Petitioner has secured the consent of the Registrant in filing this agreed motion.

Dated: December 5, 2014

Respectfully submitted,

/s/ Jesus Sanchelima

Jesus Sanchelima, Esq. (Fla. Bar No. 231207)

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Attorneys for Petitioner

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was mailed electronically by mutual agreement on this 5th day of December 2014.

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Attorneys for Petitioner

By: /s/ Jesus Sanchelima
Jesus Sanchelima

Exhibit “A”

MARK CO-EXISTENCE AGREEMENT

THIS CO-EXISTENCE AGREEMENT is entered into by and between Argus Food Processing Corp. with a business address at 9202 NW 106 Street, Medley, Florida 33178 (hereinafter referred to as "ARGUS") and Mr. Carlo Ghailian domiciled at 315 E 8th Street, Suite 202 Los Angeles, California 90014 (hereinafter referred to as "GHAILIAN"). ARGUS and GHAILIAN are collectively referred to herein as "Parties".

WHEREAS, "ARGUS" has filed a mark application for "DON DOMINGO" and was assigned serial No. 85768094 for *blood sausage; fish sausages; preserved meats and sausages; sausages; sausages, namely, sujuk; uncooked sausages; vegetarian sausages* in international class 029 (hereinafter "ARGUS Goods").

WHEREAS, "GHAILIAN" has registered the mark "DOMINGO'S ITALIAN DELI" for *retail grocery stores, retail delicatessen services, and retail bakery services, all specializing in Italian foods and Italian food products* in international class 035, and *sit-down delicatessen services, restaurants featuring bakery goods, and catering services, all specializing in Italian foods and Italian food products* in international class 043, and has obtained U.S. Registration No. 4209002. (hereinafter "GHAILIAN Services")

WHEREAS, confusion is not likely among consumers used by the parties as to the source or sponsorship of their respective goods/services. Any such confusion is *de minimis* and the parties undertake to notify each other of any such incidents in order to minimize same.

WHEREAS, the Parties wish to amicably confirm and acknowledge their respective rights to use and register their trademarks and any colorable imitations, variations or derivations thereof.

NOW, THEREFORE, in consideration of the above recitations, mutual promises and terms set forth in this co-existence agreement and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. The Parties agree that, as between GHAILIAN and ARGUS, GHAILIAN has the exclusive right to use the mark, DOMINGO'S ITALIAN DELI (the "GHAILIAN Mark"), throughout the world in connection with the GHAILIAN Services.

2. The Parties agree that, as between GHAILIAN and ARGUS, ARGUS has the exclusive right to use the mark, DON DOMINGO (the "ARGUS Mark"), throughout the world in connection with the ARGUS Goods.

3. The parties agree to continue using their respective marks for the goods/services mentioned-above and agree to notify each other of any third party infringements.

Handwritten signature of Carlo Ghailian, consisting of the initials 'GC' above a stylized signature.

4. GHAILIAN, its subsidiaries, divisions and affiliates, consent to the use and registration by ARGUS of the ARGUS Mark in connection with the ARGUS Goods throughout the world and will refrain from taking any action or proceeding, legal or otherwise, that would hinder ARGUS in its free and unfettered use and registration of the ARGUS Mark in connection with the ARGUS Goods. GHAILIAN, its subsidiaries, divisions and affiliates will not challenge or contest in any manner the ARGUS Mark or the registration or ownership of the ARGUS Mark by ARGUS with the ARGUS Goods.

5. ARGUS, its subsidiaries, divisions and affiliates, consent to the use and registration by GHAILIAN of the GHAILIAN Mark in connection with the GHAILIAN Services throughout the world and will refrain from taking any action or proceeding, legal or otherwise, that would hinder GHAILIAN in its free and unfettered use and registration of the GHAILIAN Mark in connection with the GHAILIAN Services. ARGUS, its subsidiaries, divisions and affiliates will not challenge or contest in any manner the GHAILIAN Mark or the registration or ownership of the GHAILIAN Mark by GHAILIAN with the GHAILIAN Services.

6. ARGUS, its Subsidiaries, divisions and Affiliates consent to the use by GHAILIAN of the term "Don Domingo" or similar name to identify sandwich products in connection with the GHAILIAN Services and will refrain from taking any action or proceeding, legal or otherwise, that would hinder GHAILIAN in its free and unfettered use of the term in connection with such sandwich products.

7. The parties hereto agree to take reasonable steps and make reasonable efforts to avoid confusion among consumers as to the source of each party's goods/services and to avoid trading upon or injuring the goodwill of the other party.

8. The parties will notify each other of any use of any confusingly similar marks by any third party of which they are aware where such use may in any manner cause confusion or deception with use of the marks by the parties, respectively.

GC 9. ARGUS shall inform the Trademark Trial and Appeal Board of the settlement terms of this agreement and shall dismiss the Cancellation Proceeding No. 92059415 after the Examiner assigned to ARGUS' application serial No. 85768094 withdraws GHAILIAN'S registration No. 4,209,002 as a bar under Section 2d of the Lanham Act in said application.

10. This agreement shall be binding upon and inure to the benefit of and be enforceable upon the parties their affiliates, subsidiaries, heirs and successors and assigns.

11. This Agreement does not restrict or affect either Party's right to enforce its respective marks or the rights therein against any third party.

12. This Agreement does not create in any way any association, partnership, joint venture, or relationship of principal and agent between the Parties.

GC


13. The failure by any Party at any time to require performance of any of the provisions of this Agreement will not affect such Party's right later to require such performance. No written waiver in any one or more instances will (except as stated in such waiver) be deemed to be a further or continuing waiver of any such condition or breach in other instances or a waiver of any condition or breach of any other term, covenant, representation or warranty.

14. The territory of this Agreement shall be worldwide.

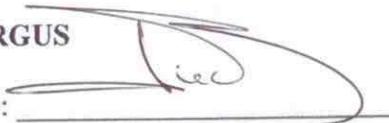
15. If any provision of this Agreement is held to be void or unenforceable, in whole or in part, the court or tribunal so holding shall reform the provision to make it enforceable while maintaining the spirit and goal of the provision and if the court or tribunal finds it cannot so reform that provision, such provision or part thereof shall be treated as severable leaving valid the remainder of this Agreement.

16. This agreement shall be interpreted and construed under the laws of the state Florida or California dependent upon the situs of the defendant. In the event that any legal action becomes necessary to enforce or interpret the terms of this Agreement, the Parties agree that such action shall be brought solely within a federal or state court located in Miami, Florida, or Los Angeles, California, dependent upon the situs of the defendant in such action, and the Parties hereby submit to the exclusive jurisdiction and venue of said courts.

17. This agreement embodies the entire understanding of the parties with respect to its subject matter, and replaced any prior oral or written agreements and communication between them. This agreement may not be modified except in writing by both parties.

18. The persons executing this agreement on behalf of the parties hereto warrant that they are duly authorized to execute this agreement on behalf of said parties, and said agreement shall be effective on the date the last signature affixed hereto.

ARGUS

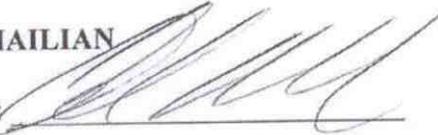
By: 

Name: Giancarlo Cozzo

Title: PRESIDENT

Date: Nov 14/2014

GHAILIAN

By: 

Name: CARLO GHAILIAN

Title: PRESIDENT

Date: Nov 12, 2014