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August 28, 2002

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Commission for Trademarks
Trademark Trial and Appeal Board
Attn: Albert Zervas
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Arlington, VA 22202-3513



09-03-2002
U.S. Patent & TMOtc/TM Mail Rcpt Dt. #66

TRADEMARK TRIAL AND
APPEAL BOARD
02 SEP -6 PM 8:44

**RE: Concurrent Use Agreement in Concurrent Use Action
WOODBURY VILLAGE**
Serial No.: 75/639673
Opposition No.: 119,479
Concurrent Use No.: 1,229
Ref. No. 54460-1

Dear Mr. Zervas:

Enclosed please find the Concurrent Use Agreement, executed by both of the parties to this Concurrent Use action. This action has been settled pursuant to TBMP Section 1109, and the parties respectfully request issuance of the concurrent registrations.

Please let me know if you have any questions regarding the enclosed.

Very truly yours,


Christopher J. Schulte

CJS/jep

Enclosure

cc: Afschineh Latifi, Esq.
Maria Doran, Esq.

sa

CONCURRENT USE AGREEMENT

This Concurrent Use Agreement ("Agreement") is by and between Stavan Center L.P., a New York limited partnership ("Stavan") and Woodbury Village Shopping Center Limited Partnership, a Minnesota limited partnership ("Woodbury Village") and is effective January 16, 2001.

WHEREAS, Stavan filed a Federal Trademark Application on February 11, 1999 for the trademark WOODBURY VILLAGE AND DESIGN (stylized lettering and a swan logo) (the "Mark") in connection with shopping center services, Serial Number 75/639673 which was published for opposition in the Official Gazette on May 30, 2000;

WHEREAS, Woodbury Village began using the Mark for shopping center services as early as July 1991 and Stavan began using the mark in November 1997;

WHEREAS, Woodbury Village filed a Notice of Opposition to Stavan's application on June 28, 2000, Opposition Number 119,479 (the "Opposition");

WHEREAS, Woodbury Village filed a Federal Trademark Application on September 5, 2000 for the Mark in connection with, among other services, shopping center services, Serial Number 76/121917; and

WHEREAS, the parties desire to settle the Opposition and stipulate to concurrent use of the Mark;

NOW THEREFORE, in consideration of the foregoing, the promises herein and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties, including their affiliates, licensees, successors and assigns, agree and stipulate as follows:

1. The parties agree to concurrent use of the Mark under the following terms:
 - a. Stavan shall not use the Mark or any confusingly similar variant thereof in the following states: Minnesota, Wisconsin, Michigan, Ohio, Indiana, Illinois, Missouri, Iowa, North Dakota, South Dakota, Nebraska, Kansas, New Mexico, Arizona, Colorado, Utah, Nevada, Wyoming, Montana, Idaho, Washington, Oregon, California, Alaska or Hawaii ("Woodbury Village Territory").
 - b. Woodbury Village shall not use the Mark or any confusingly similar variant thereof in the following states: New York, New Jersey, Connecticut, Delaware, District of Columbia, Maryland, New Hampshire, Vermont, Massachusetts, Rhode Island, Maine, Pennsylvania, West Virginia, Virginia, Kentucky, North Carolina, South Carolina, Georgia, Florida, Tennessee, Alabama, Mississippi, Arkansas, Louisiana, Oklahoma or Texas ("Stavan's Territory").

2. The parties agree not to use or publicly display the Mark, advertise or sell any goods or provide any services to the consuming public using the Mark in each others' Territory.

3. The parties agree that there is no likelihood that consumers have been or will be confused by the concurrent use and registration of the two marks under the terms of this Agreement, and the parties agree that both parties have used the Mark in commerce and there have been no instances of confusion. The parties further agree that confusion is unlikely for the following reasons:

The services offered under the Mark, shopping center services, are rendered at a fixed location and the Mark is used primarily on permanent signs in front of the shopping center. As such, the Mark is not widely seen or disseminated.

The parties also agree to take reasonable steps necessary in the future to prevent public confusion concerning their offering of services under the Mark including instructions to their respective officers and employees to instruct the public, should the occasion arise, that the parties and their services are not affiliated.

4. The parties agree to take whatever reasonable steps are necessary in order to effectuate the terms and intent of this Agreement including, but not limited to, stipulating to a judgment in favor of Woodbury Village in the Opposition, amending each party's application to Concurrent Use Proceedings and stipulating to a Request for Concurrent Registrations.

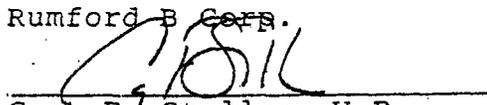
IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized representatives as of the date first written above.

Stavan Center L.P.

By: Rumford B L.P.

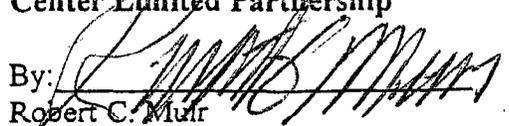
By: Rumford B Corp.

BY:


Cary F. Staller, V.P.

**Woodbury Village Shopping
Center Limited Partnership**

By:


Robert C. Muir

President of the General Partner,
Woodbury Village Shopping Center
Corporation