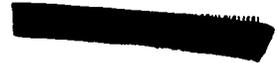


TAB

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant: I Matti Ristorante, Inc.
Application Serial No. 76/471175
For the mark: CAMPO DE FIORI
Filing Date: November 29, 2002
Examining Attorney: Ira Goodsaid
Law Office 115



05-17-2004

U.S. Patent & TMOfr/TM Mail Rcpt Dt. #66

**APPLICANT'S MOTION ON CONSENT TO AMEND
APPLICANT'S CONCURRENT USE APPLICATION**

MEX

Pursuant to 37 C.F.R. § 2.133(a), Applicant I Matti Ristorante, Inc. ("Applicant"), with the consent of Registrant Campo de Fiori L.L.C. ("Registrant"), hereby moves the Trademark Trial and Appeal Board ("Board") to amend Applicant's Concurrent Use Application. With respect to concurrent use proceedings before the Board, 37 C.F.R. § 2.133(a) states that an application involved in a proceeding may not be amended in substance except with the consent of the other party and the approval of the Board. Pursuant to a Settlement Agreement executed by Applicant and Registrant, attached hereto as Exhibit A, the parties have agreed to terms for concurrent registration of the mark, CAMPO DE FIORI. Through the execution of the attached agreement, Registrant has consented to Applicant's motion to amend the Concurrent Use Application. Therefore, in accordance with the terms of the attached Settlement Agreement, Applicant, with the consent of Registrant, moves the Board to amend the Concurrent Use Application as follows:

Geographic area which Applicant seeks:

Please delete: Entire United States, except Massachusetts, New Hampshire, Maine, Vermont, and Rhode Island

Please add: The State of Texas, the State of Illinois, and Regions of the United States located in the Mountain, Pacific, Alaska, Hawaii-Aleutian, and Samoa standard time zones.

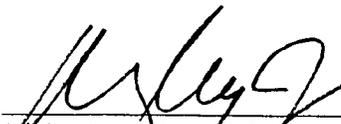
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Applicant further requests the Board to acknowledge, as stated in the attached Settlement Agreement between Applicant and Registrant, that Registrant shall have the right to a sub-license from Applicant for use of the mark, CAMPO DE FIORI, in the State of Illinois, while Applicant shall have the right to a sub-license from Registrant for use of the mark, CAMPO DE FIORI, in the State of Florida. In addition, the Settlement Agreement requires that Registrant's right to use the mark CAMPO DE FIORI shall be limited to the regions of the United States located in the Atlantic, Eastern, and Central standard time zones, except for the State of Texas.

Finally, this application had been stayed pending Applicant's Petition To Cancel pending before the Trademark Trial and Appeal Board. In view of the Settlement Agreement, Applicant voluntarily withdrew its Petition to Cancel. A copy of the Petition to Withdraw is attached as Exhibit B. In view of the Settlement Agreement and the withdrawal of the Petition to Cancel, Applicant respectfully requests that Applicant's concurrent use application be registered consistent with this Amendment.

Dated: May 14, 2004

Niro, Scavone, Haller & Niro
181 West Madison Street - Suite 4600
Chicago, Illinois 60602
(312) 236-0733
megleyjr@nshn.com

By: 
Richard B. Megley, Jr.
Attorney for Petitioner

CONCURRENT USE AGREEMENT

This Concurrent Use Agreement ("Agreement") made this ____ day of February 2004, between I MATTI RISTORANTE, INC. ("Matti"), a corporation incorporated under the laws of the State of Colorado and CAMPO DE FIORI L.L.C. ("Fiori"), a limited liability company under the laws of the State of New York.

RECITALS:

WHEREAS, Fiori is the owner of registered trademark number 2,348,945 for the trademark CAMPO DE FIORI (the "Mark");

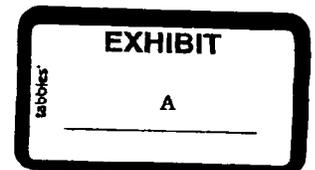
WHEREAS, Matti has been continuously using the trademark CAMPO DE FIORI since October 14, 1994 to identify its restaurants and food preparation services; and

WHEREAS, Matti and Fiori have reached an agreement which would allow use of the Mark by Matti and Fiori in limited geographic areas pursuant to this agreement.

NOW, THEREFORE, it is mutually agreed as follows:

1. Matti hereby agrees that Fiori shall have the exclusive right to use the Mark in association with its restaurant business or businesses located or to be located in:
 - a. the Atlantic standard time zone,
 - b. the Eastern standard time zone, except the State of Florida as provided in Paragraph 3 below, and
 - c. the Central standard time zone, except; (i) the State of Texas; and (ii) the State of Illinois as provided in Paragraph 4, below.

in accordance with, and provided Fiori is not in breach of, the terms and conditions of this Agreement.



2. Fiori hereby agrees that Matti shall have the exclusive right to use the Mark in association with its restaurant business or businesses located in or to be located in:

- a. the Mountain standard time zone,
- b. the Pacific standard time zone,
- c. the Alaska standard time zone,
- d. the Hawaii-Aleutian standard time zone,
- e. the Samoa standard time zone,
- f. the State of Illinois as provided in Section 4 below, and
- g. the State of Texas,

in accordance with, and provided Matti is not in breach of, the terms and conditions of this Agreement.

3. Matti hereby agrees that Fiori shall have the exclusive right to use the Mark in association with its restaurant business or businesses in the State of Florida. However, upon written request by Matti, Fiori shall sub-license use of the Mark to Matti for use in the State of Florida in association with Matti's restaurant businesses located at a future date in the State of Florida.

4. Fiori hereby agrees that Matti shall have the exclusive right to use the Mark in association with its restaurant and/or food preparation services business or businesses in the State of Illinois. However, upon written request by Fiori, Matti shall sub-license use of the Mark to Fiori for use in the State of Illinois in association with Fiori's restaurant businesses located at a future date in the State of Illinois.

5. Matti acknowledges that Fiori has an interest in assuring that its goodwill and reputation associated with its name and trademark are maintained. Therefore, Matti agrees that at all times during the term of this Agreement, Matti shall ensure that the products produced and services rendered by all of Matti's restaurants, businesses, and other operations bearing the Mark shall be consistent with the quality of its products produced and services rendered bearing the Mark as of the date of this Agreement. Fiori acknowledges that the quality of the products produced and services rendered by Matti bearing the Mark as of the date of this Agreement is satisfactory.

6. Fiori acknowledges that Matti has an interest in assuring that its goodwill and reputation associated with its name are maintained. Therefore, Fiori agrees that at all times during the term of this Agreement, Fiori shall ensure that the products produced and services rendered by all of its restaurants, businesses, and other operations bearing the Mark shall be consistent with the quality of Fiori's products produced and services rendered bearing the Mark as of the date of this Agreement. Matti acknowledges that the quality of the products produced and services rendered by Fiori bearing the Mark as of the date of this Agreement is satisfactory.

7. Upon the request of Fiori, Matti shall allow Fiori, or its duly authorized representatives, to sample the products produced and services rendered by Matti's businesses bearing the Mark for the purpose of ascertaining or determining compliance with the quality standards set forth in Paragraph 5, provided that such sampling occurs at the location of one of Matti's businesses bearing the Mark or another agreed upon location.

8. Upon the request of Fiori, Matti shall submit to Fiori, or its duly authorized representatives, samples of any advertising and promotional materials bearing the Mark for the

purpose of ascertaining or determining compliance with the quality standards set forth in Paragraph 5.

9. Upon the request of Matti, Fiori shall allow Matti, or its duly authorized representatives, to sample the products produced and services rendered by Fiori's businesses bearing the Mark for the purpose of ascertaining or determining compliance with the quality standards set forth in Paragraph 6, provided that such sampling occurs at the location of one of Fiori's businesses bearing the Mark or another agreed upon location.

10. Upon the request of Matti, Fiori shall submit to Matti, or its duly authorized representatives, samples of any advertising and promotional materials bearing the Mark for the purpose of ascertaining or determining compliance with the quality standards set forth in Paragraph 6.

11. Fiori assumes no liability with respect to the products produced or services rendered by Matti in association with the Mark and Matti shall indemnify and save Fiori for all claims of third persons arising out of Matti's products or services associated with the Mark.

12. Matti assumes no liability with respect to the products produced or services rendered by Fiori in association with the Mark and Fiori shall indemnify and save Fiori for all claims of third persons arising out of Fiori's products or services associated with the Mark.

13. The obligations of Fiori and Matti set forth in this Agreement shall exist for only so long as either Fiori or Matti continue to use the Mark in their respective businesses. Should either Fiori or Matti discontinue use of the Mark for a continuous period of 2 years, both Fiori and Matti shall be relieved of all obligations set forth in this Agreement.

14. Matti acknowledges Fiori's right, title, and interest in and to its name and the Mark for the locations identified in Paragraph 1, and Fiori acknowledges Matti's right, title, and

interest in and to its name and the Mark for the locations identified in Paragraph 2, and neither party will at any time do or cause any act or thing contesting or in any way impairing or tending to impair any part of the right, title, and interest of the other.

15. Any notices required or permitted to be given under this Agreement shall be deemed sufficiently given if sent by prepaid courier or sent by facsimile to the party to be notified at its address below, or to such other address as may be furnished in writing by such party to the notifying party:

a. In the case of Fiori: Anthony S. Cannatella
Pavia & Harcourt LLP
600 Madison Avenue
New York, NY 10022
Facsimile: (212)980-3135

b. In the case of Matti: Raymond P. Niro
Niro, Scavone, Haller & Niro, Ltd.
181 West Madison Street, Suite 4600
Chicago, IL 60602
Facsimile: (312)236-3137

16. Because it is a central location for the parties, this Agreement shall be interpreted in accordance with the laws of the State of Illinois, irrespective of its rules concerning conflicts of laws. The parties agree to submit themselves to the jurisdiction of the United States District Court for the Northern District of Illinois to resolve any conflict relating to the subject matter of this Agreement.

17. Any changes or alterations to this Agreement must be provided in writing and agreed upon by both Fiori and Matti in writing.

18. This is the entire agreement between the parties concerning its subject matter and supersedes all prior negotiations and agreements, oral or written. There are no other contemporaneous agreements between the parties relating to the subject matter hereof.

19. This Agreement is not assignable by either party without the consent of the other party.

20. This Agreement may be executed by the parties in separate counterparts and exchanged by facsimile, with the same effect as if all parties had signed the same instrument.

WHEREFORE, the parties hereby acknowledge their agreement and consent to the terms and conditions set forth above through their respective signatures as contained below:

IMATTI RISTORANTE, INC.

CAMPO DE FIORI L.L.C.

By: *Giuseppe H. Pietro, Jr.* *Gianni, V.P.*
Its: *GP*

BRUNO GALARDI-ESTE
By: *[Signature]* *Managing MEMBER*
Its: *[Signature]*

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

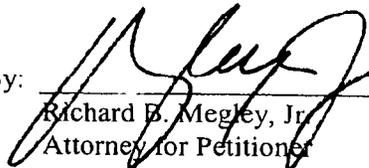
Cancellation No. 92041388
In the matter of Trademark Registration No. 2,348,945
For the mark: CAMPO DE FIORI
Date Registered: May 9, 2000

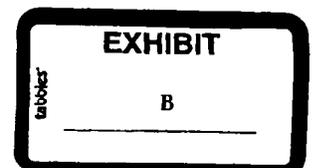
I Matti Ristorante, Inc.
v.
Campo de Fiori L.L.C.

PETITIONER'S WITHDRAWAL OF PETITION TO CANCEL

Pursuant to 37 C.F.R. § 2.114(c), Petitioner I Matti Ristorante, Inc. ("Petitioner"), hereby withdraws its Petition to Cancel Registration No. 2,348,945 owned by Registrant Campo de Fiori L.L.C. ("Registrant"). With respect to trademark cancellation proceedings before the Trademark Trial and Appeal Board ("Board"), 37 C.F.R. § 2.114(c) states that a petition for cancellation may be withdrawn without prejudice before the answer is filed. As Registrant has not filed an answer to the Petition to Cancel, Petitioner requests that withdrawal of the Petition to Cancel be granted by the Board without prejudice to Petitioner. Petitioner's voluntary withdrawal of its Petition to Cancel is made pursuant to a settlement agreement executed by Petitioner and Registrant providing for concurrent registration of the mark, CAMPO DE FIORI.

Dated: May 14, 2004
Niro, Scavone, Haller & Niro
181 West Madison Street - Suite 4600
Chicago, Illinois 60602
(312) 236-0733

By: 
Richard B. Megley, Jr.
Attorney for Petitioner



Trademark Law Office 115
Examiner Ira Goodsaid
Serial Number: 76/471175
Mark: CAMPO DE FIORI

Attorney
Docket No.: TM1939

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

APPLICANT: I Matti Ristorante, Inc.
SERIAL NUMBER: 76/471175
FILED: November 29, 2002
MARK: **CAMPO DE FIORI**

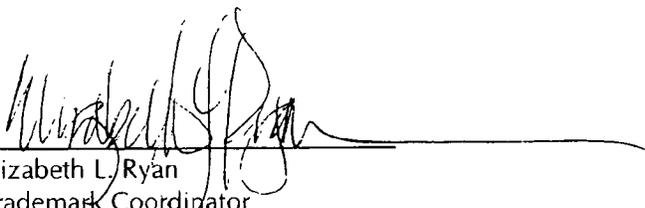
Trademark Law Office 115
Commissioner for Trademarks
2900 Crystal Drive
Arlington, VA 22202-3513

Dear Sir:

Enclosed herewith via **Express Mail No. EL 960813267 US** is "Applicant's Motion on Consent to Amend Applicant's Concurrent Use Application" for filing. No fee is required for this filing however, authorization is given to charge any insufficiency to our Deposit Account No. 14-1131.

I certify that this document and enclosed fee is being deposited on **May 14, 2004** with the U.S. Postal Express Mail Service under 37 C.F.R. 1.10 and is addressed to the Commissioner for Trademarks, Box POST REG FEE, 2900 Crystal Drive, Arlington, Virginia 22202-3513.

Respectfully submitted,


Elizabeth L. Ryan
Trademark Coordinator
NIRO, SCAVONE, HALLER & NIRO, LTD.
181 West Madison Street, Suite 4600
Chicago, Illinois 60602
(312) 236-0733