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

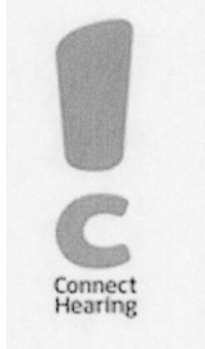
Proceeding	77554792
Applicant	Sonova Holding AG
Correspondence Address	LISA W. ROSAYA BAKER & MCKENZIE LLP 1114 AVENUE OF THE AMERICAS NEW YORK, NY 10036-7703 UNITED STATES NYCtrademarks@bakernet.com
Submission	Applicants Request for Remand and Amendment
Attachments	NYCDMS- 1129533-v4-COEXISTENCE_AGREEMENT_CONNECT_HEARING_-_Sonova _GEHA.pdf ( 5 pages )(462864 bytes ) 77554792_CONNECT_HEARING_C! request for remand.pdf ( 1 page )(12946 bytes )
Filer's Name	April L. Rademacher
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Signature	/alr/
Date	10/14/2010

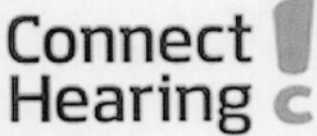
## CONSENT AGREEMENT

This Consent Agreement was entered into as of August 25, 2010 between the parties, namely **Sonova Holding AG**, a Swiss corporation with its principal place of business at Laubisrutistrasse 28, 8712 Stafa, Switzerland (**Sonova**) and **Government Employees Health Association, Inc.**, a Missouri non-profit corporation having an address of 17306 East 24 Highway, Independence, Missouri 64056, USA. (**GEHA**).


It is agreed as follows:

1. Sonova wishes to use, and secure a United States Trademark Registration of, the following marks (the Sonova Marks):

Mark	Serial No	Class/Services/Goods
	77554792	<p><b>(CL. 10)</b> medical instruments being apparatus for use in testing and treating hearing disorders, namely, hearing aids and audiometers</p> <p><b>(CL. 35)</b> advertising services in relation to hearing services and apparatus for use in testing and treating hearing disorders</p> <p><b>(CL. 41)</b> education in the field of hearing services, namely, clinics, classes, seminars and workshops in testing and treating hearing disorders and training in the use of apparatus for use in testing and treating hearing disorders</p> <p><b>(CL. 44)</b> providing hearing tests and services relating to apparatus for use in testing and treating hearing disorders, namely, hearing aid services</p>
<b>CONNECT HEARING</b>	77554798	<p><b>(CL. 10)</b> medical instruments being apparatus for use in testing and treating hearing disorders, namely, hearing aids and audiometers</p> <p><b>(CL. 5)</b> advertising services in relation to hearing services and apparatus for use in testing and treating hearing disorders</p> <p><b>(CL. 41)</b> education in the field of hearing services, namely, clinics, classes, seminars and workshops in testing and treating hearing disorders and training in the use of apparatus for use in testing and treating hearing disorders</p> <p><b>(CL. 44)</b> providing hearing tests and services relating to apparatus for use in testing and treating hearing disorders, namely, hearing aid services</p>

	77554801	<p><b>(CL. 10)</b> medical instruments being apparatus for use in testing and treating hearing disorders, namely, hearing aids and audiometers</p> <p><b>(CL. 35)</b> advertising services in relation to hearing services and apparatus for use in testing and treating hearing disorders</p> <p><b>(CL. 41)</b> education in the field of hearing services, namely, clinics, classes, seminars and workshops in testing and treating hearing disorders and training in the use of apparatus for use in testing and treating hearing disorders</p> <p><b>(CL. 44)</b> providing hearing tests and services relating to apparatus for use in testing and treating hearing disorders, namely, hearing aid services</p>
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2. GEHA is the owner of the registrations on the following marks (the GEHA Marks):

Mark	Registration No.	Class/Services
<p><b>CONNECTION DENTAL REWARDS PROGRAM</b></p>	3576026	<p><b>(CL. 35)</b> arranging and conducting incentive award programs to encourage dentists to become and remain participating providers in dental health plan</p>
	3304787	<p><b>(CL. 36)</b> dental health insurance underwriting, administration and claims processing for members of the federal government's voluntary dental program for employees and annuitants and related functions, namely, dental health insurance consultation and dental health insurance premium rate computing</p>
<p><b>GEHA CONNECTION DENTAL FEDERAL</b></p>	3304702	<p><b>(CL. 36)</b> dental health insurance underwriting, administration and claims processing for members of the federal government's voluntary dental program for employees and annuitants and related functions, namely, dental health insurance consultation and dental health insurance premium rate computing</p>
<p><b>CONNECTION</b></p>	2750514	<p><b>(CL. 35)</b> administration of a discount</p>

<b>HEARING</b>		program for enabling participants to obtain discounts on hearing services through use of a discount membership card
<b>CONNECTION VISION</b>	2747407	<b>(CL. 35)</b> administration of a discount program for enabling participants to obtain discounts on vision services through use of a discount membership card
<b>CONNECTION DENTAL PLUS</b>	2812918	<b>(CL. 36)</b> claims administration and claims processing for supplemental insurance benefit programs for members of a voluntary employee benefit association and for employees and retirees of the federal government, namely dental and long-term benefits
<b>CONNECTION DENTAL</b>	2812919	<b>(CL. 35)</b> administration of a discount program for enabling participants to obtain discounts on dental services through use of a discount membership card

3. The parties wish to protect their respective interests and prevent confusion in the marketplace.

4. GEHA agrees and acknowledges that Sonova has the rights to: (a) use the Sonova Marks in commerce on or in connection with the goods and services recited above, and (b) seek to secure and secure a United States Trademark Registrations for the Sonova Marks for the goods and services cited above.

5. Sonova acknowledges the rights of GEHA in the GEHA Marks and agrees that GEHA has the right to: (a) continue its use in commerce of the GEHA Marks, and (b) maintain the registrations of the GEHA Marks in connection with the above stated services.

6. Based on their knowledge of the market, the nature of the purchasers and/or consumers of their respective services and goods, the nature of the respective businesses of the parties, and the differences between the respective marks and goods and/or services, as well as the specific goods and/or services each party will sell or offer under their respective marks, the parties agree that confusion is not likely to arise in the future from the use, registration, and maintenance of their respective marks.

7. The parties agree that it is in their best interests not to alter, modify, display, present, or use their respective marks in a manner that would be likely to cause confusion.

8. GEHA hereby agrees and consents to the use and registration by Sonova of the Sonova Marks in the United States for the goods and services described above.

9. Sonova hereby agrees and consents to the continued use and registration by GEHA of the GEHA Marks.

10. The parties request that any objections raised by a USPTO Examining Attorney to register the Sonova Marks on the basis of a likelihood of confusion with any of the GEHA Marks be withdrawn in view of this Agreement.

11. The parties agree to cooperate and consult with one another in good faith, should future conditions or developments suggest to either the possibility that the parties' respective marks might be likely to be confused with one another, to ensure that no material confusion between the parties' respective marks, as they are used in commerce, shall occur. The parties agree that, in the unlikely event communications from third parties concerning goods or services provided in connection with the parties' respective marks are misdirected, the party receiving such misdirected communications shall redirect such communications to the other party.

12. In the event of a breach or threatened breach of any provision of this agreement, the parties agree that the non-breaching party would suffer irreparable harm and shall therefore be entitled to injunctions, both preliminary and final, enjoining and restraining such breach or threatened breach, and that the non-breaching party shall not be required to post a bond or other security to obtain the issuance of such an injunction.

13. The following additional provisions apply to this Agreement:

(a) This Agreement may not be assigned by either party without the prior written consent of the other.

(b) This Agreement shall be binding upon and shall inure to the benefit of each party's respective successors, assigns, affiliates and licensees of the marks which are the subject of this Agreement.

(c) No waiver by either party of the breach of any provisions of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of any of the terms of this Agreement.

(d) If any term or provision of this Agreement is adjudged to be invalid under the laws of any state or the United States, such invalidity shall not affect the validity or operation of the whole Agreement, unless the term found to be invalid destroys the objects of the Agreement.

(e) This Agreement shall be governed by and interpreted in accordance with the laws of the State of Missouri.

(f) This Agreement is an integration which supersedes all prior and contemporaneous oral or written agreements between the parties and therefore constitutes the entire agreement between the parties on the subject matter herein.

(g) The parties each agree not to challenge the validity of this Agreement.


(h) No amendment or modification of this Agreement shall be valid or binding upon the parties unless it is made in writing and signed by an authorized representative of each of the parties.

(i) Each party shall execute any necessary documents in connection with and in order to complete and fulfill the terms and the spirit and intent of this Agreement.

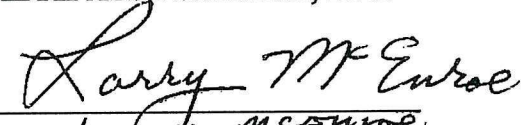
(j) This Agreement may be signed in counterparts and when taken together, the counterparts shall constitute the entire agreement.


IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed.

**SONOVA HOLDING AG**

By:   
Name: Roman Coranovic  
Title: Director Corporate Controlling

**GOVERNMENT EMPLOYEES  
HEALTH ASSOCIATION, INC.**

By:   
Name: Larry McEneaney  
Title: Vice president

  
Franz Pelesmann  
Director Finance + Controlling  
Channel Solutions

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Serial No.: 77554792



Mark:

**REQUEST FOR REMAND TO EXAMINING ATTORNEY AND AMENDMENT**

Applicant' respectfully request that the application be remanded to the Examining Attorney and the attached letter of consent be considered. We request that the refusal with respect to Reg. No. 2750514 be withdrawn. With respect to the foreign registration, color is being claimed as a feature of the mark in the foreign registration.

Respectfully submitted,

By: /alr/

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Date: October 14, 2010

Attorneys for Applicant