

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

In the matter of:

Applicant	)	MediQuest Therapeutics, Inc.
Serial No.	)	78/114,952
Filed	)	March 14, 2002
Mark	)	NEUROQUEST
Published In Official Gazette	)	September 24, 2002



BOX TTAB  
NO FEE  
Commissioner for Trademarks  
2900 Crystal Drive  
Arlington, Virginia 22202-3513

04-21-2003  
U.S. Patent & TMO/TM Mail Rcpt Dt. #22

**FIFTH STIPULATED REQUEST FOR AN EXTENSION OF TIME  
TO FILE A NOTICE OF OPPOSITION**

Potential Opposer, Quest Diagnostics Incorporated, a Delaware Corporation, located at One Malcolm Avenue, Teterboro, New Jersey 07608, hereby respectfully requests an extension of thirty (30) days, up to and including May 21, 2003, in which to file a notice of opposition against the above-captioned application.

There is good cause for the Board to grant this fifth request. Applicant's attorney, Mr. Thomas Hoffmann, Esq., agreed to this additional extension of time on April 21, 2003. The TTAB has asked for an updated detailed explanation reciting what progress the parties have made toward resolving this matter since the last extension was filed on March 21, 2003. Potential Opposer hereby attaches as Exhibit A copies of e-mail correspondence dated April 21,

**CERTIFICATE OF EXPRESS MAILING**

I hereby certify that this correspondence is being deposited with the United States Postal Service as Express Mail Label No. EL858182706US "Express Mail Post Office to Addressee", in an envelope addressed to BOX TTAB, NO FEE, Commissioner for Trademarks, 2900 Crystal Drive, Arlington, Virginia 22202-3513, on this 21st day of April, 2003.



Jeanette Olivera

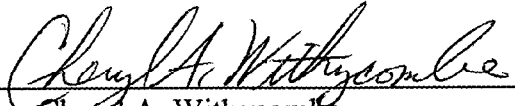
2003, which enclosed a Trademark Agreement which clearly sets forth settlement terms under which the Applicant could continue using its NEUROQUEST trademark. Applicant prays that this evidence is sufficient to prove that an additional extension of time is necessary in order to complete settlement of this matter.

Applicant needs this additional extension to determine whether it is necessary or advisable to file a notice of opposition. This request is not interposed for purposes of delay.

This Request is being submitted in triplicate as required by 37 C.F.R. §2.102(d).

Respectfully submitted,

Dated: April 21, 2003

By:   
Cheryl A. Withycombe  
Attorney for Potential Opposer  
BAKER & MCKENZIE  
101 West Broadway, 12th Floor  
San Diego, California 92101  
(619) 236-1441

## Withycombe, Cheryl

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**From:** Wong, Pamela J  
**Sent:** Monday, April 21, 2003 4:35 PM  
**To:** Withycombe, Cheryl  
**Subject:** FW: Mediquest/Quest Diagnostics deadline today

-----Original Message-----

**From:** Hoffmann, Thomas [mailto:thoffmann@graycary.com]  
**Sent:** Monday, April 21, 2003 4:37 PM  
**To:** 'Wong, Pamela J'  
**Subject:** RE: Mediquest/Quest Diagnostics deadline today

We agree to the 30 day extension.

Tom

Thomas J. Hoffmann  
GrayCary  
701 Fifth Avenue, Suite 7000  
Seattle, WA 98104  
Office: 206-839-4848  
thoffmann@graycary.com

-----Original Message-----

**From:** Wong, Pamela J [mailto:Pamela.J.Wong@BAKERNET.com]  
**Sent:** Monday, April 21, 2003 12:45 PM  
**To:** 'Hoffmann, Thomas'  
**Subject:** Mediquest/Quest Diagnostics deadline today

Tom,

I hope you had a nice Easter. Here is a draft settlement proposal for the Mediquest trademarks. As we discussed, we've amended the goods and services description and included reciprocal covenants. However, my client would still like to incorporate the capital Q provision.

While you bring this proposal to your client, I would appreciate a 30 day stipulation.

thanks so much,  
pamela

<<SDLIB1-612011-v2-Quest\_\_Settlement\_Agreement\_with\_MediQuest\_.doc>>  
Pamela J. Wong  
> BAKER & MCKENZIE  
101 W. Broadway, Suite 1200  
San Diego, CA 92101-3890  
Ph: 619-235-7792  
Fax: 619-236-0429  
email: pamela.j.wong@bakernet.com  
http://www.bakerinfo.com

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[INFO] -- Content Manager:

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Thank you.

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## TRADEMARK AGREEMENT

THIS TRADEMARK AGREEMENT is effective as of April \_\_, 2003, ("Effective Date") by and among Quest Diagnostics Incorporated ("Quest"), a Delaware Corporation, with its principal place of business at One Malcolm Avenue, Teterboro, New Jersey 07608-1070, and MediQuest Therapeutics, Inc. ("MediQuest"), a Washington Corporation, with a principal place of business at 4010 Stone Way North, Seattle, Washington 98103-8012.

### RECITALS

WHEREAS, Quest is the owner of numerous trademarks covering its QUEST brand. Quest has used these trademarks in connection with diagnostic testing, clinical trials, assay design, data analysis and database management, information services in the health care industry, and other medical and clinical goods and services since 1996.

WHEREAS, MediQuest is the owner of the MEDIQUEST, NEUROQUEST, IMMUNOQUEST and METABOQUEST trademarks. MediQuest has used these trademarks in connection with small molecule pharmaceuticals and chemicals for the detection and treatment of diseases, including central nervous system diseases, metabolic diseases and autoimmune diseases since March of 2002.

NOW, THEREFORE, in full and complete consideration of the promises and covenants set forth in this Agreement, the receipt and sufficiency of which the parties acknowledge to each other, it is agreed as follows:

### MEDIQUEST COVENANTS

1. Scope of Use. MediQuest will agree not to use or register its MEDIQUEST, NEUROQUEST, IMMUNOQUEST and METABOQUEST trademarks or any mark containing the term "QUEST" for providing diagnostics, diagnostic testing, diagnostics services, clinical testing services, medical testing services or laboratory services, diagnostic assays, or medical testing equipment or kits, testing services for the diagnosis, monitoring or treatment of disease, or providing information or computer services regarding diagnostic testing, provided, however, that the aforesaid shall not be construed to restrict MediQuest from use of the MEDIQUEST, NEUROQUEST, IMMUNOQUEST and METABOQUEST trademarks in connection with small molecule pharmaceuticals and chemicals for use in disease therapeutics, central nervous system therapeutics, autoimmune disease therapeutics and metabolic disease therapeutics, respectively.

2. Terms of Use. MediQuest will agree never to use the term "Quest" by itself and will always use the prefixes "MEDI," "NEURO," "IMMUNO," OR "METABO" before the word "QUEST".

3. Description of Goods and Services in Trademark Applications. MediQuest agrees to amend its goods and services description as follows:

MEDIQUEST (Appl. Ser. No. 78/114,943): Small molecule pharmaceuticals and chemicals for use in disease therapeutics;

12. Severability. If any term or other provision of this Agreement is finally held by a court to be invalid, illegal or incapable of being enforced by any rule of law or public policy or which if enforced would jeopardize the trademarks which are the subject of this Agreement, all other conditions and provisions of this Agreement will nevertheless remain in full force and effect with the intention being to continue the Agreement as closely as possible to the original intent of the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement through a duly authorized Officer as of the date set forth below.

**QUEST DIAGNOSTICS INCORPORATED**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Tambralee Foreman  
Title: Vice President,  
Communications and Public Affairs

**MEDIQUEST THERAPEUTICS, INC.**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name:  
Title:

TTAB

# BAKER & MCKENZIE

ATTORNEYS AT LAW

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JUAREZ		



04-21-2003

U.S. Patent & TMO/c/TM Mail Rcpt Dt. #22

Cheryl A. Withycombe  
 (619) 235-7768  
 cheryl.a.withycombe@bakernet.com

April 21, 2003

**VIA EXPRESS MAIL NO. EL858182706US**

BOX TTAB  
NO FEE

Commissioner for Trademarks  
 2900 Crystal Drive  
 Arlington, Virginia 22202-3513

Re: Fifth Stipulated Request for an Extension of Time to File a Notice of Opposition

Applicant	:	MediQuest Therapeutics, Inc.
Application No.	:	78/114,952
Mark	:	NEUROQUEST
Published	:	September 24, 2002
Our File	:	67148350-1004

Dear Sir or Madam:

Enclosed herewith please find Quest Diagnostics Incorporated's Fifth Stipulated Request for an Extension of Time to File a Notice of Opposition in the above-identified matter. The notice is being filed in triplicate. The mark was published in the September 24, 2002 edition of the *Official Gazette*.

All correspondence in this case should be sent to:

Cheryl A. Withycombe, Esq.  
 BAKER & MCKENZIE  
 101 West Broadway, 12th Floor  
 San Diego, California 92101  
 (619) 236-1441

**BAKER & MCKENZIE**

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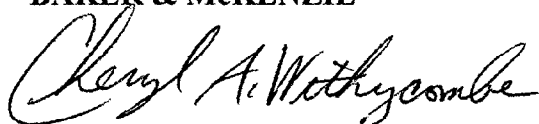
Commissioner for Trademarks

April 21, 2003

Please file-stamp and return the self-addressed postcard to this office for our records. Please charge any deficit or credit any excess to our Deposit Account No. 02-0410 (Baker & McKenzie). Thank you.

Respectfully submitted,

**BAKER & MCKENZIE**



Cheryl A. Withycombe\*

Enclosures

\*Licensed in Illinois, U.S.A. only, not licensed in California.