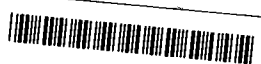


TJAB

UNITED STATES PATENT AND TRADEMARK OFFICE
TRADEMARK TRIAL AND APPEAL BOARD

-----X
Yves Saint Laurent Fashion, B.V., X
Yves Saint Laurent Couture, X
and X
Yves Saint Laurent International, B.V., X
Opposer, X
v. X
X
Y&S Handbags, Inc. X
Applicant. X
X
-----X

Opposition no. 119,265
Serial no. 75/646,369


01-11-2002
U.S. Patent & TMO/TM Mail Rcpt Dt. #58

**REPLY TO APPLICANT'S OPPOSITION TO
MOTION FOR AN EXTENSION OF TIME**

Replying to the Applicant's motion, the Opposer notes that motion practice before the Board does not compel one party to seek the consent or agreement of the other as a predicate to filing a motion. The Applicant's papers read almost as if the Applicant believes that the Opposer represented that consent had been present.

Though settlement discussions have been going on for a long period of time, far from being unusual, it is in fact the norm. However, discussions are sometimes more and less productive. At this point, counsel for both sides have agreed to terms in a settlement agreement and have no dispute over such language, subject to agreement to the terms by the respective parties. There is no *bona fide* reason why the parties should undergo any further time and expense until such time as the Agreement is considered. Obviously if it is approved, then work of the Board and the parties is essentially concluded. There is no statement in the Applicant's opposition in contradiction of this and indeed it has been the position of Applicant's counsel that Applicant may now be in a position to agree and counsel has no objection to the terms proposed. Thus not only is consent appropriate, but it is the customary and reasonable practice.

SC

The suggestion that any other motions filed without prior consent of the adverse party be denied has no basis in law or rule and would, of course, have the effect of prohibiting any party from filing motions, dispositive or otherwise, to seek relief from the Board from any factual or other scheduling issues which arise. Indeed, it would appear that the appropriate action at this time may be to suspend.

Respectfully submitted for Opposers,
Yves Saint Laurent Fashion B.V.,
Yves Saint Laurent Couture, and
Yves Saint Laurent International B.V.

By: 

Jess M. Collen
Attorney for Opposers
Collen Law Associates, P.C.
The Holyoke-Manhattan Building
80 South Highland Avenue
Ossining, New York 10562
(914) 941-5668

DATED: January 11, 2002
JMC:mlw

SHOULD ANY OTHER FEE BE REQUIRED, THE PATENT AND TRADEMARK OFFICE IS HEREBY REQUESTED TO CHARGE SUCH FEE TO OUR DEPOSIT ACCOUNT 03-2465.

I HEREBY CERTIFY THAT THIS CORRESPONDENCE IS BEING DEPOSITED WITH THE UNITED STATES POSTAL SERVICE AS EXPRESS MAIL, No. EL860765303US IN AN ENVELOPE ADDRESSED TO: TRADEMARK TRIAL AND APPEAL BOARD, UNITED STATES PATENT AND TRADEMARK OFFICE, 2900 CRYSTAL DRIVE, ARLINGTON, VIRGINIA 22202 ON January 8, 2002.

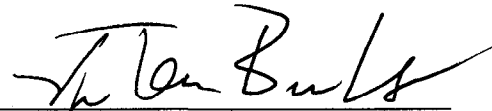
COLLEN LAW ASSOCIATES, P.C., THE HOLYOKE-MANHATTAN BUILDING, 80 SOUTH HIGHLAND AVENUE, OSSINING, NEW YORK 10562

By: 

Date: January 11, 2002

CERTIFICATE OF SERVICE

I hereby certify that this REPLY TO APPLICANT'S MOTION has been served upon Harris A. Wolin, and Rosenman & Colin LLP, 575 Madison Avenue, New York, NY 10022, by First Class Mail, Postage Prepaid, this 11th day of January 2002.

A handwritten signature in black ink, appearing to read "Julian Burke", written over a horizontal line.

Julian Burke

January 11, 2002