

TTAB

MARK L. HOPKINS

Attorney at Law

30 Schooleys Mtn. Road
Long Valley, NJ 07853

Tel (908) 876-5000

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153461
Opposition

February 28, 2005

Honorable Commissioner for Trademarks
2900 Crystal Drive
Arlington, VA 22202-3514

Re: Trademark Appl. Ser. No. 76/134564 for "SYNTELLIREAD"
Amendment to Class 42 Definition(s) with Consent Agmt.


Dear Sir/Madam:

Enclosed for filing please find an original and copy of an Amendment to the Class 42 Definition(s) of the captioned Application, which is being undertaken pursuant to the accompanying Consent Agreement.

Applicant respectfully requests that the Amendment be formally entered of record and approved by the Trademark Office, with Applicant notified accordingly, and that the accompanying Consent Agreement be made a part of the Application's file.

It is believed there is no fee required in connection with the foregoing.

Very truly yours,


Mark L. Hopkins
Attorney for Applicant



03-29-2005

U.S. Patent & TMO/c/TM Mail Rcpt Dt. #32

encl(s).

pc: Angela Alvarez Sujek, Esq.
Mr. Michael Jeske, President, SyntelliRead, Inc.

For Trademark/Service Mark for:

SYNTELLIREAD

(Principal Register)

AMENDMENT TO CL. 42 DEFINITION(S)

Serial No. 76/134564

Filed: September 25, 2000

----- X

Long Valley, NJ 07853
Case Docket No. 2001183

HON. COMMISSIONER FOR TRADEMARKS

**2900 CRYSTAL DRIVE
ARLINGTON, VIRGINIA 22202-3514**

Sir:

Applicant submits the following amendment to the Class 42 Definition(s) of the captioned Application, and respectfully requests that said amendment be formally entered.

The Application is hereby amended as follows:

Replace the Class 42 definition(s) of services set forth in the Application, as published for opposition, with the following.

“Design, development, customization and integration of computer software for use in natural language processing, information extraction from electronic text, electronic message content interpretation and analysis, translation/conversion of electronic data/text formats, electronic transaction processing, computer software employing artificial intelligence techniques for use in the field(s) of content-based analysis and/or interpretation of, and/or the extraction of information from, free-formatted and/or structured electronic text/data; and consulting in the field(s) of computer software customization, integration/interfaces, installation and training all related to Applicant’s computer software for use in natural language processing, information extraction from electronic text, electronic message content interpretation and analysis, translation/conversion of electronic data/text formats, electronic transaction processing, computer software employing artificial intelligence techniques for use in the field(s) of content-based analysis and/or interpretation of, and/or the extraction of information from, free-formatted and/or structured electronic text/data, in International **Class 42.**”

In all other respects, the Application remains as published for opposition.

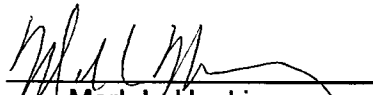
Paper. Said Consent Agreement embodies an accord reached between the parties in connection with Opposition No. 91153461 filed in the matter of the instant Application.

As is provided in said Consent accord, upon notice to Opposer regarding PTO acceptance of the within Class 42 Amendment, Opposer will file the necessary Paper(s) with the TTAB (together with said Consent accord), to formally withdraw its above-identified Opposition, with prejudice, thereby clearing the way for registration of the mark "SYNTELLIREAD" in the instant Application.

Accordingly, Applicant respectfully urges early acceptance of the within Amendment, and that the instant Application proceed to registration as soon as possible following said withdrawal.

Respectfully submitted,
MARK L. HOPKINS, ESQ.
Attorneys for Applicant

By:


Mark L. Hopkins

Dated: March 26, 2005

For Trademark/Service Mark for:

SYNTELLIREAD

(Principal Register)

Serial No. 76/134564

Filed: September 25, 2000

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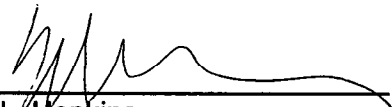
Long Valley, NJ 07853
Case Docket No. 2001183

CERTIFICATION OF SERVICE

The undersigned hereby certifies that the accompanying Class 42-related Amendment to the captioned Application has this date been served upon counsel for Syntel, Inc (Opposer) in Opposition No. 91153461, by facsimile transmission and a true copy of same is being forwarded thereto via 1st Class U.S. Post.

The undersigned, being duly warned that willful false statements and the like so made are punishable by fine or imprisonment, or both, under 18 U.S.C. §1001, and that such willful false statements may jeopardize the validity of the application or any resulting registration, certifies that all statements herein made of the undersigned's knowledge are true and all statements made on information and belief are believed to be true.

MARK L. HOPKINS, ESQ.

BY: 
Mark L. Hopkins
Attorneys for Applicant, Syntelliread, Inc.
30 Schooleys Mtn. Road
Long Valley, NJ 07853
(Tel) 908-876-5000
(Fx) 908-876-4757
(E-Mail) mlhopkinesq@earthlink.net

Dated: March 26, 2005

CONSENT TO REGISTRATION

This Agreement ("Agreement") is made this 11th day of March, 2005, by and between Syntel, Inc., a Michigan corporation, with a business address of 525 East Big Beaver Road, Suite 300, Troy, Michigan 48083 ("Consentor" or "Syntel"), and SyntelliRead, Inc., a New Jersey corporation, with a business address of 2 Winchester Drive, Califon, New Jersey 07830 ("Applicant" or "SyntelliRead").

NOW, THEREFORE, in consideration of the mutual covenants herein, as well as other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

1. Background and Purpose of Agreement

a. Applicant is the owner of the marks "SYNTELLIREAD" and "SYNTELLIREAD (stylized lettering and/or as a part of a logo)" (collectively, "Applicant's Mark(s)"). Applicant filed an Application for U.S. Trademark and Service Mark Registration of the mark "SYNTELLIREAD" with the U.S. Patent and Trademark Office (the "PTO") on September 25, 2000, Application Serial No. 76/134564 for:

Computer software for use in natural language processing, information extraction from electronic text, electronic message content interpretation and analysis, translation/conversion of electronic data/text formats, electronic transaction processing; computer software employing artificial intelligence techniques for use in the field of content-based analysis and/or interpretation of, and/or the extraction of information from, free-formatted and/or structured electronic text/data; computer software constituting collections of data/language constructs for use in content classification, pattern recognition, information extraction, content interpretation, in International Class 9; and

Design, development, customization and integration of computer software for others; consulting in the field of computer software customization, integration/interfaces, installation and training, in International Class 42.

Applicant represents the word mark SYNTELLIREAD is in use nationally and internationally in connection with the above-described goods and services. Applicant asserts said word mark is distinctive and recognized as identifying Applicant and the aforesaid goods and services.

SyntelliRead, Inc. duly registered a name change from "Syntelligence, Inc." with the New Jersey Secretary of State on June 30, 2000.

b. Consentor is the owner of the Marks "SYNTEL" and "SYNTEL (Stylized Letters)" (collectively, "Consentor's Marks"). The word mark "SYNTEL" was registered with the U.S. Patent and Trademark Office on June 9, 1992, for "custom designing of computer software and computer programming services." Pursuant to 15 U.S.C. § 1065, Syntel's

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HEREBY CERTIFY
COPY OF THE OFFICIAL
MARGARET HOPKINS
SyntelliRead, Inc.

registration of the word mark SYNTEL in connection with the services for which it is registered is incontestable. Consentor further represents the word mark SYNTEL has been used by Consentor since 1984 and is in use worldwide in connection with the above-described services. Consentor asserts said Marks are distinctive and are recognized as identifying Consentor and the aforesaid services.

c. Consentor further asserts additional services provided since at least as early as June 30, 1999, namely:

Business consulting services, namely, consultation relating to business strategy, including assessing a company's existing operations, and advising on the development of technology-related methodologies in the field of project management; consultation relating to outsourcing of computerized business functions; business consultation relating to the fields of electronic commerce and electronic business; business consultation relating to the field of on-line business transactions, namely, marketing, order processing, and order fulfillment; customer relationship management; and employee leasing services, namely, providing information technology professionals to others, in International Class 35; and

Computer consultation services in the fields of web site design, web site development, web site maintenance, web site upgrading, web site hosting, web site privacy, web site security, database design, selection of operating environment, development of operating environment, development and integration of interactive content and design; and in the fields of computer software applications, computer software maintenance, and computer software development; technical support services via telephone, email, facsimile, pager, and in person; and enabling legacy applications for use on the world wide web, in International Class 42.

Consentor has filed Applications for U.S. Service Mark Registration of Consentor's Marks in connection with such additional services. The Application for U.S. Service Mark Registration of the word mark SYNTEL for the additional services was filed on February 27, 2001, and registered August 24, 2004, Reg. No. 2,875,965, and the Application for U.S. Service Mark Registration of SYNTEL (Stylized Letters) for the additional services was filed on February 6, 2003, Application Serial No. 76/488000 (the "000 Application").

d. On October 17, 2002, Consentor filed a Notice of Opposition to Registration of Applicant's Mark, Opposition No. 91153461 (the "Opposition"), which is pending before the Trademark Trial and Appeal Board (the "TTAB").

e. On July 29, 2003, Consentor received an Office Action from the PTO citing Applicant's Mark(s) and/or Applicant's Application as a possible bar to Consentor's registration of "SYNTEL (Stylized Letters)" identified in the 000 Application. Said rejection was subsequently withdrawn by the PTO.

f. The parties believe that the continued use of their respective marks in connection with their respective goods and services (in the case of Applicant and Applicant's Mark(s)), and services (in the case of Consentor and Consentor's Mark(s)), all as designated herein (including the International Class 42 amendment below by Applicant) is not likely to cause confusion and wish to take steps to avoid any potential confusion.

g. The parties intend to hereby clarify, and resolve their present differences with respect to their respective uses and registration of their respective marks, without the need for continuing with this Opposition and/or involvement of the parties and/or their property rights in any other proceeding or litigation, in particular with respect to the parties' respective International Class 42-related activities as designated herein.

2. **No Confusion.** The parties agree that there is no likelihood of confusion, mistake or deception between Consentor's current use of Consentor's Marks and Applicant's current use of Applicant's Mark as enumerated in and in accordance with the terms of this Agreement. Consentor and Applicant acknowledge the overall differences between their respective marks. In addition, the parties acknowledge that the purchasers of computer software and business and computer-related services are highly discriminating, and Consentor and Applicant have coexisted, as the entities "Syntel, Inc." and "Syntelligence, Inc. / SyntelliRead, Inc." respectively, for over ten years with no known instances of actual confusion.

3. **Agreement.** It is agreed that this Agreement may be submitted to the United States Trademark Trial and Appeal Board in support of registration of Applicant's Mark and in support of registration of Consentor's Marks or future applications by either party consistent with this Agreement.

4. **Covenants of Applicant.**

a. Within ten (10) business days after the effective date of this Agreement, Applicant agrees to file an Amendment with the PTO in connection with Applicant's Application, amending its International Class 42 description of services as follows:

Design, development, customization and integration of computer software for use in natural language processing, information extraction from electronic text, electronic message content interpretation and analysis, translation/conversion of electronic data/text formats, electronic transaction processing; computer software employing artificial intelligence techniques for use in the field of content-based analysis and/or interpretation of, and/or the extraction of information from, free-formatted and/or structured electronic text/data; and consulting in the field of computer software customization, integration/interfaces, installation and training all related to Applicant's computer software for use in natural language processing, information extraction from electronic text, electronic message content interpretation and analysis, translation/conversion of electronic data/text formats, electronic transaction processing; and computer software employing artificial

intelligence techniques for use in the field of content-based analysis and/or interpretation of, and/or the extraction of information from, free-formatted and/or structured electronic text/data, in International Class 42.

b. Commensurate with the foregoing, Applicant agrees that within ten (10) business days of the effective date of this Agreement, Applicant will file this Agreement with the PTO in connection with Applicant's Application, with or without a request that the PTO allow Applicant's Application to proceed to registration.

c. Applicant agrees to join Consentor in a request to the TTAB, to be submitted as soon as practicable, to suspend the Opposition pending acceptance by the PTO of the within amendment to Applicant's Application.

d. Applicant agrees that it will not object to the use by Consentor of Consentor's Marks as a trade name or as trademarks in connection with Consentor's goods/services as enumerated in this Agreement (including the additional services identified in Consentor's Application).

e. Applicant agrees that it will not oppose any application or seek to cancel any registration of Consentor's Marks for goods/services as enumerated in this Agreement or any future application or registration which is consistent with the terms of this Agreement.

5. Covenants of Consentor.

a. Consentor agrees that it will not object to Applicant's use of Applicant's Mark as a trade name or a trademark in connection with Applicant's goods/services as enumerated in Paragraph 4(a) of this Agreement. Consentor further agrees that it will not challenge, dispute, or object to Applicant's use of Applicant's Mark as a trade name or trademark in connection with any other goods or services of Applicant that are directly related to the sale/licensing of such goods, in the fields of natural language processing, information extraction, text interpretation and analysis, pattern recognition, and/or any related fields.

b. Consentor agrees that it will not continue to oppose registration of Applicant's Mark other than as provided for in this Agreement, and will not oppose any other application or seek to cancel any registration of Applicant's Mark, which is consistent with the terms of this Agreement. Consentor agrees to join Applicant in a request to the TTAB, to be submitted as soon as practicable, to suspend the Opposition pending acceptance by the PTO of the within amendment to Applicant's Application.

c. Consentor agrees that it will file a written withdrawal of the Opposition with the U.S. Trademark Trial and Appeal Board, with prejudice, within ten (10) business days of receipt from Applicant of evidence of acceptance by the U.S. Patent and Trademark Office of its amendment to its description of goods/services.

6. Acceptance by PTO. The parties agree that the obligations contained in this Agreement will be binding on the parties only upon the acceptance by the U.S. Patent and

Trademark Office of the amendment to the description of goods/services set forth above in Section 4(a) or as agreed between the parties according to Section 6(a) below.

a. In the event the U.S. Patent and Trademark Office rejects the amendments to the goods/services set forth above in Section 4(a), the parties will undertake in good faith to negotiate and agree to alternate amendments which are acceptable to the U.S. Patent and Trademark Office, and which would allow the Applicant's Mark to proceed to registration.

b. Should the U.S. Patent and Trademark Office ultimately fail to agree to any amendments acceptable to the parties, then this Agreement will not be binding in any way on the parties, and neither party shall have any claim under this Agreement against the other party.

7. **Further Documents.** The parties agree to execute and file any further agreements, consents and/or other documents which may be necessary or desirable to carry out the spirit and intent of this Agreement.

8. **Prevention of Confusion.** The parties further agree that in the event they become aware of or are informed of potential confusion or actual confusion arising from the above, they will promptly inform one another to work out appropriate steps to eliminate or minimize such confusion. The parties further agree that neither party will attempt to associate itself with the other party in any way in the future, and that neither party has done so in the past.

9. **Termination.** In the event that one of the parties intentionally abandons the marks covered by this Agreement, this Agreement will terminate and neither party will thereafter be restricted in its use of its mark as set forth in this Agreement.

10. **Entire Agreement.** This Agreement shall be interpreted according to its fair meaning, and not for or against either party. This Agreement contains the entire agreement of the parties and may only be amended or supplemented in writing signed by both of the parties. In witness whereof, the parties hereto set their hands. This Agreement is effective on the date set forth above, regardless of the date signed.

11. **Binding Effect.** This Agreement shall be binding on and shall inure to the benefit of the parties, their officers, agents, servants, employees, privies, successors, assigns, subsidiaries, related companies, representatives and other persons acting by, through, under or in concert with any of them.

12. **Notices.** All notices, requests, and other communications required or made under this Agreement shall be in writing and shall be forwarded by overnight delivery services to the parties designated in the first paragraph of this Agreement.

Dated: March 11, 2005

SYNTELLIREAD, INC. (Applicant)

Michael A. Jeske

By: Michael A. Jeske

Its: President

Dated: MARCH 11, 2005

SYNTEL, INC. (Consentor)

Byron S. Collier

By: Byron S. Collier

Its: Assistant Secretary

mj

Serial No. 76/134564

Filed: September 25, 2000

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Long Valley, NJ 07853
Case Docket No. 2001183

HON. COMMISSIONER FOR TRADEMARKS

2900 CRYSTAL DRIVE
ARLINGTON, VIRGINIA 22202-3514

Sir:

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The Application is hereby amended as follows:

Replace the Class 42 definition(s) of services set forth in the Application, as published for opposition, with the following.

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In all other respects, the Application remains as published for opposition.

CONSENT TO REGISTRATION

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NOW, THEREFORE, in consideration of the mutual covenants herein, as well as other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

1. Background and Purpose of Agreement

a. Applicant is the owner of the marks "SYNTELLIREAD" and "SYNTELLIREAD (stylized lettering and/or as a part of a logo)" (collectively, "Applicant's Mark(s)"). Applicant filed an Application for U.S. Trademark and Service Mark Registration of the mark "SYNTELLIREAD" with the U.S. Patent and Trademark Office (the "PTO") on September 25, 2000, Application Serial No. 76/134564 for:

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Design, development, customization and integration of computer software for others; consulting in the field of computer software customization, integration/interfaces, installation and training, in International Class 42.

Applicant represents the word mark SYNTELLIREAD is in use nationally and internationally in connection with the above-described goods and services. Applicant asserts said word mark is distinctive and recognized as identifying Applicant and the aforesaid goods and services.

SyntelliRead, Inc. duly registered a name change from "Syntelligence, Inc." with the New Jersey Secretary of State on June 30, 2000.

b. Consentor is the owner of the Marks "SYNTEL" and "SYNTEL (Stylized Letters)" (collectively, "Consentor's Marks"). The word mark "SYNTEL" was registered with the U.S. Patent and Trademark Office on June 9, 1992, for "custom designing of computer software and computer programming services." Pursuant to 15 U.S.C. § 1065, Syntel's

HEREBY CERTIFY

THIS IS A TRUE AND CORRECT COPY OF THE ORIGINAL

MARK L. HOPKINS, Esq.

BY ORDER OF

Consent Agent
SyntelliRead, Inc.

Ann Arbor 73041
Ann Arbor 89571 2 Ann Arbor 89571 1

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ms

registration of the word mark SYNTEL in connection with the services for which it is registered is incontestable. Consentor further represents the word mark SYNTEL has been used by Consentor since 1984 and is in use worldwide in connection with the above-described services. Consentor asserts said Marks are distinctive and are recognized as identifying Consentor and the aforesaid services.

c. Consentor further asserts additional services provided since at least as early as June 30, 1999, namely:

Business consulting services, namely, consultation relating to business strategy, including assessing a company's existing operations, and advising on the development of technology-related methodologies in the field of project management; consultation relating to outsourcing of computerized business functions; business consultation relating to the fields of electronic commerce and electronic business; business consultation relating to the field of on-line business transactions, namely, marketing, order processing, and order fulfillment; customer relationship management; and employee leasing services, namely, providing information technology professionals to others, in International Class 35; and

Computer consultation services in the fields of web site design, web site development, web site maintenance, web site upgrading, web site hosting, web site privacy, web site security, database design, selection of operating environment, development of operating environment, development and integration of interactive content and design; and in the fields of computer software applications, computer software maintenance, and computer software development; technical support services via telephone, email, facsimile, pager, and in person; and enabling legacy applications for use on the world wide web, in International Class 42.

Consentor has filed Applications for U.S. Service Mark Registration of Consentor's Marks in connection with such additional services. The Application for U.S. Service Mark Registration of the word mark SYNTEL for the additional services was filed on February 27, 2001, and registered August 24, 2004, Reg. No. 2,875,965, and the Application for U.S. Service Mark Registration of SYNTEL (Stylized Letters) for the additional services was filed on February 6, 2003, Application Serial No. 76/483000 (the "000 Application").

d. On October 17, 2002, Consentor filed a Notice of Opposition to Registration of Applicant's Mark, Opposition No. 91153461 (the "Opposition"), which is pending before the Trademark Trial and Appeal Board (the "TTAB").

e. On July 29, 2003, Consentor received an Office Action from the PTO citing Applicant's Mark(s) and/or Applicant's Application as a possible bar to Consentor's registration of "SYNTEL (Stylized Letters)" identified in the 000 Application. Said rejection was subsequently withdrawn by the PTO.

f. The parties believe that the continued use of their respective marks in connection with their respective goods and services (in the case of Applicant and Applicant's Mark(s)), and services (in the case of Consentor and Consentor's Mark(s)), all as designated herein (including the International Class 42 amendment below by Applicant) is not likely to cause confusion and wish to take steps to avoid any potential confusion.

g. The parties intend to hereby clarify, and resolve their present differences with respect to their respective uses and registration of their respective marks, without the need for continuing with this Opposition and/or involvement of the parties and/or their property rights in any other proceeding or litigation, in particular with respect to the parties' respective International Class 42-related activities as designated herein.

2. **No Confusion.** The parties agree that there is no likelihood of confusion, mistake or deception between Consentor's current use of Consentor's Marks and Applicant's current use of Applicant's Mark as enumerated in and in accordance with the terms of this Agreement. Consentor and Applicant acknowledge the overall differences between their respective marks. In addition, the parties acknowledge that the purchasers of computer software and business and computer-related services are highly discriminating, and Consentor and Applicant have coexisted, as the entities "Syntel, Inc." and "Syntelligence, Inc. / SyntelliRead, Inc." respectively, for over ten years with no known instances of actual confusion.

3. **Agreement.** It is agreed that this Agreement may be submitted to the United States Trademark Trial and Appeal Board in support of registration of Applicant's Mark and in support of registration of Consentor's Marks or future applications by either party consistent with this Agreement.

4. **Covenants of Applicant.**

a. Within ten (10) business days after the effective date of this Agreement, Applicant agrees to file an Amendment with the PTO in connection with Applicant's Application, amending its International Class 42 description of services as follows:

Design, development, customization and integration of computer software for use in natural language processing, information extraction from electronic text, electronic message content interpretation and analysis, translation/conversion of electronic data/text formats, electronic transaction processing; computer software employing artificial intelligence techniques for use in the field of content-based analysis and/or interpretation of, and/or the extraction of information from, free-formatted and/or structured electronic text/data; and consulting in the field of computer software customization, integration/interfaces, installation and training all related to Applicant's computer software for use in natural language processing, information extraction from electronic text, electronic message content interpretation and analysis, translation/conversion of electronic data/text formats, electronic transaction processing; and computer software employing artificial

intelligence techniques for use in the field of content-based analysis and/or interpretation of, and/or the extraction of information from, free-formatted and/or structured electronic text/data, in International Class 42.

b. Commensurate with the foregoing, Applicant agrees that within ten (10) business days of the effective date of this Agreement, Applicant will file this Agreement with the PTO in connection with Applicant's Application, with or without a request that the PTO allow Applicant's Application to proceed to registration.

c. Applicant agrees to join Consentor in a request to the TTAB, to be submitted as soon as practicable, to suspend the Opposition pending acceptance by the PTO of the within amendment to Applicant's Application.

d. Applicant agrees that it will not object to the use by Consentor of Consentor's Marks as a trade name or as trademarks in connection with Consentor's goods/services as enumerated in this Agreement (including the additional services identified in Consentor's Application).

e. Applicant agrees that it will not oppose any application or seek to cancel any registration of Consentor's Marks for goods/services as enumerated in this Agreement or any future application or registration which is consistent with the terms of this Agreement.

5. Covenants of Consentor.

a. Consentor agrees that it will not object to Applicant's use of Applicant's Mark as a trade name or a trademark in connection with Applicant's goods/services as enumerated in Paragraph 4(a) of this Agreement. Consentor further agrees that it will not challenge, dispute, or object to Applicant's use of Applicant's Mark as a trade name or trademark in connection with any other goods or services of Applicant that are directly related to the sale/licensing of such goods, in the fields of natural language processing, information extraction, text interpretation and analysis, pattern recognition, and/or any related fields.

b. Consentor agrees that it will not continue to oppose registration of Applicant's Mark other than as provided for in this Agreement, and will not oppose any other application or seek to cancel any registration of Applicant's Mark, which is consistent with the terms of this Agreement. Consentor agrees to join Applicant in a request to the TTAB, to be submitted as soon as practicable, to suspend the Opposition pending acceptance by the PTO of the within amendment to Applicant's Application.

c. Consentor agrees that it will file a written withdrawal of the Opposition with the U.S. Trademark Trial and Appeal Board, with prejudice, within ten (10) business days of receipt from Applicant of evidence of acceptance by the U.S. Patent and Trademark Office of its amendment to its description of goods/services.

6. Acceptance by PTO. The parties agree that the obligations contained in this Agreement will be binding on the parties only upon the acceptance by the U.S. Patent and

Trademark Office of the amendment to the description of goods/services set forth above in Section 4(a) or as agreed between the parties according to Section 6(a) below.

a. In the event the U.S. Patent and Trademark Office rejects the amendments to the goods/services set forth above in Section 4(a), the parties will undertake in good faith to negotiate and agree to alternate amendments which are acceptable to the U.S. Patent and Trademark Office, and which would allow the Applicant's Mark to proceed to registration.

b. Should the U.S. Patent and Trademark Office ultimately fail to agree to any amendments acceptable to the parties, then this Agreement will not be binding in any way on the parties, and neither party shall have any claim under this Agreement against the other party.

7. **Further Documents.** The parties agree to execute and file any further agreements, consents and/or other documents which may be necessary or desirable to carry out the spirit and intent of this Agreement.

8. **Prevention of Confusion.** The parties further agree that in the event they become aware of or are informed of potential confusion or actual confusion arising from the above, they will promptly inform one another to work out appropriate steps to eliminate or minimize such confusion. The parties further agree that neither party will attempt to associate itself with the other party in any way in the future, and that neither party has done so in the past.

9. **Termination.** In the event that one of the parties intentionally abandons the marks covered by this Agreement, this Agreement will terminate and neither party will thereafter be restricted in its use of its mark as set forth in this Agreement.

10. **Entire Agreement.** This Agreement shall be interpreted according to its fair meaning, and not for or against either party. This Agreement contains the entire agreement of the parties and may only be amended or supplemented in writing signed by both of the parties. In witness whereof, the parties hereto set their hands. This Agreement is effective on the date set forth above, regardless of the date signed.

11. **Binding Effect.** This Agreement shall be binding on and shall inure to the benefit of the parties, their officers, agents, servants, employees, privies, successors, assigns, subsidiaries, related companies, representatives and other persons acting by, through, under or in concert with any of them.

12. **Notices.** All notices, requests, and other communications required or made under this Agreement shall be in writing and shall be forwarded by overnight delivery services to the parties designated in the first paragraph of this Agreement.

Dated: March 11, 2005

SYNTELLIREAD, INC. (Applicant)

Michael A. Jeske

By: Michael A. Jeske

Its: President

Dated: MARCH 11, 2005

SYNTEL, INC. (Consentor)

Byron S. Collier

By: Byron S. Collier

Its: Assistant Secretary