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

ARC FINANCIAL GROUP LTD. Opposer, v. ARCLIGHT CAPITAL HOLDINGS, LLC. Applicant.	Opposition No. 91155210

SUBMISSION OF STIPULATED PROTECTIVE ORDER

Attached is a Stipulated Protective Order in connection with the above-identified trademark opposition.

Respectfully submitted,

Sarah L Byrne

Michael J. Bevilacqua
Sarah L. Byrne
Hale and Dorr LLP
60 State Street
Boston, Massachusetts 02109
Tel. 617-526-6000

Date: March 12, 2004

CERTIFICATE OF MAILING UNDER 37 C.F.R. 1.8(a)

I hereby certify that this correspondence is being deposited with the United States Postal Service as first class mail in an envelope addressed to: Commissioner for Trademarks, 2900 Crystal Drive, Arlington, Virginia 22202-3514 on March 12, 2004.

Sarah L. Byrne

CERTIFICATE OF SERVICE

It is hereby certified that a true copy of the foregoing SUBMISSION OF STIPULATED PROTECTIVE ORDER was served this 12th day of March, 2004, upon:

Peter M. Brody, Esq.
ROPES & GRAY
One Metro Center
700 12th Street, N.W., Suite 900
Washington, DC 20005-3948

by first-class mail, postage prepaid.

Sarah L. Byrne

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STIPULATED PROTECTIVE ORDER

WHEREAS, documents, things and information may be furnished or disclosed in this action which contain or constitute confidential proprietary research, development, marketing or commercial information within the meaning of Rule 26(c) of the Federal Rules of Civil Procedures; and

WHEREAS, the parties have, through counsel, stipulated to entry of this Protective Order to prevent unnecessary disclosure or dissemination of such confidential information.

IT IS HEREBY AGREED that the following provisions of this Order shall control the disclosure, dissemination and use of the information in this action:

1. This Stipulated Protective Order ("Order") shall be applicable to and shall govern the production and exchange of all documents, answers to interrogatories, depositions, responses to requests for admissions, exhibits, and all other discovery taken pursuant to the Federal Rules of Civil Procedure and the Trademark Rules of Practice, and pleadings, as well as testimony

adduced at hearings, matters in evidence and all other information exchanged or furnished in this proceeding by the parties to this proceeding, and entities subject to discovery in this proceeding.

2. Any party (the "producing party") shall have the right to designate as "CONFIDENTIAL" or as "CONFIDENTIAL - FOR ATTORNEYS' EYES ONLY" any material that it believes, in good faith, constitutes confidential business information and/or trade secrets relating to its business or furnished to it in confidence by third parties, which information is not generally known and which that party would normally not reveal to third parties or, if disclosed, it would cause such third parties to maintain in confidence. Material so designated is hereinafter collectively referred to as "Confidential Information."

The designation "CONFIDENTIAL - FOR ATTORNEYS' EYES ONLY" shall apply only to information of such a sensitive and valuable nature that the protections hereunder for "CONFIDENTIAL" information are deemed by the disclosing party, in good faith, to be insufficient to protect that party from a material risk of competitive harm, including but not limited to:

a. Identification of customers, investment targets, marketing and sales plans and strategies, and similar marketing and sales information;

b. Sources of supply, fund structures, investment strategies, investment performance, and other related information;

c. Sales, expenses incurred, profit margins, royalties, royalty rates, and similar financial information; and

d. Reports, data, software, and similar research and development information.

3. Confidential Information shall be used by the receiving party only for purposes of conducting this proceeding including appeals, and not for any business, commercial, scientific, competitive or any other purpose whatsoever.

4. In the event any material is to be designated by the producing party as Confidential Information and made subject to this Order, such material is to be designated in the following manner:

a. The designation as to documents or other tangible things shall be made by prominently marking each page of the document in which the Confidential Information appears, and on a prominent place on each tangible thing which the producing party wishes to designate as confidential, with the legend "CONFIDENTIAL" or "CONFIDENTIAL - FOR ATTORNEYS' EYES ONLY." All documents and tangible things so designated shall be marked prior to the transmittal of a physical copy thereof to counsel of record for any other party to this action (the "receiving party");

b. Testimony or information disclosed at a deposition may be designated as Confidential Information by the disclosing party (a) indicating on the record at the deposition the specific testimony which contains confidential information that is to be made subject to the provisions of this Order or (b) designating such testimony in writing to the receiving party within thirty (30) days of the disclosing party's receipt of the deposition transcript. Each party shall attach a copy of such written statement to the face of the transcript and each copy thereof in its possession, custody or control;

c. Confidential Information contained in responses to interrogatories or other discovery requests, or responses, affidavits, briefs, memoranda or other papers filed with the Court in this action may be designated as Confidential Information by prominently marking such paper "CONFIDENTIAL," or "CONFIDENTIAL - FOR ATTORNEYS' EYES ONLY."

5. Subject to the provisions of Section 7 herein, material designated "CONFIDENTIAL," and any summary, description, analysis or report containing such Confidential Information, may be disclosed only to the following persons: the TTAB, persons employed by the TTAB; independent experts or consultants whose technical advice and consultations are being or will be used in connection with the proceeding; officers or employees of the receiving party with whom outside counsel of record for the receiving party believes he or she needs to consult solely for purposes of prosecuting, defending, and/or appealing this proceeding; and the parties' counsel of record, their paralegal assistants, law clerks, stenographic and clerical employees who are assisting in the prosecution, defense and/or appeal of this action.

6. Subject to the provisions of Section 7 herein, material designated "CONFIDENTIAL - FOR ATTORNEYS' EYES ONLY" and any summary, description, analysis or report containing such Confidential Information, may be disclosed only to the following persons: the TTAB and persons employed by the TTAB; independent experts whose technical advice is being or will be used in connection with the proceeding; in-house counsel for the receiving party; and the parties' counsel of record and any other counsel for a party that appears in this action, and their paralegal assistants, law clerks, stenographic and clerical employees; who are assisting in the prosecution, defense and/or appeal of this action.

7. No Confidential Information shall be revealed or disclosed, in whole or in part, directly or indirectly, to any independent experts or consultants, or any officers or employees of the receiving party until that individual has been given a copy of this Order and has duly completed and signed an undertaking in the form attached hereto as Exhibit A, a copy of which shall be provided to counsel for the producing party at least five (5) business days prior to any disclosure. The producing party shall have five (5) business days from the date of the receipt of the undertaking in which to object in writing to the proposed disclosure. The grounds for objection may include, without limitation, a good faith belief by the producing party that the proposed disclosure will be harmful to its business, provided that the making of any objection shall not alter the burden of proof as set forth in Section 9. If the parties are unable to resolve any dispute with regard to the proposed disclosure within five (5) days of such written objection timely given by the producing party, the receiving party may seek a ruling from the TTAB, and no disclosure to that individual shall occur until the issue is decided by the TTAB.

8. The restrictions set forth in the preceding paragraphs shall not apply to information which at or prior to disclosure thereof in this action is or was public knowledge, or which after disclosure thereof, becomes public knowledge, other than by act or omission of the receiving party, its employees, or agents in violation of this Order.

9. A party shall not be obligated to challenge the propriety of any Confidential Information designation at the time made, and failure to do so shall not preclude a subsequent challenge thereto or constitute an admission that such designation was proper. In the event that any party to this proceeding disagrees at any stage of this action with such designation, such party shall provide to the producing party written notice of its disagreement with the designation. The parties shall first try to dispose of such dispute in good faith on an informal basis. If the

dispute cannot be resolved, the party challenging the designation may request appropriate relief from the TTAB no sooner than five (5) days following the service of the written notice of disagreement. The burden of proving that a document or information is confidential shall be on the party seeking that designation. Until a determination by the TTAB, the information in issue shall be treated as "CONFIDENTIAL" or, if so designated by the producing party, "CONFIDENTIAL - FOR ATTORNEYS' EYES ONLY" and subject to the terms of this Order.

10. Any party or deponent shall have the right to exclude from attendance at a deposition any person other than the deponent and the deponent's attorney, when discovery material designated "CONFIDENTIAL - FOR ATTORNEYS' EYES ONLY" is the subject of examination.

11. The designation of any discovery material in accordance with this Order is intended solely to facilitate the preparation of this proceeding, and treatment of such material by counsel of record for named parties in conformity with such designation will not be construed in any way as an admission or agreement by any party that the designated material constitutes or contains any trade secret or confidential information.

12. Nothing herein shall prevent disclosure beyond the terms of this Order if the party producing Confidential Information consents in writing to such disclosure, or if the TTAB, after notice to all affected parties, orders or permits such disclosures.

13. Inadvertent production of documents subject to work product immunity or attorney-client privilege shall not constitute a waiver of the immunity or privilege; provided that the producing party notifies the receiving party in writing via facsimile, with confirmation by first-class mail, of such inadvertent production as soon as is reasonably possible after the production of such documents to the receiving party. Such inadvertently produced documents

and all copies thereof, shall be returned to the producing party upon request. No use may be made of such documents subsequent to the request to return them. Nothing in this Protective Order prevents either party from petitioning the TTAB for return of later discovered, inadvertently produced documents that are subject to work product immunity or attorney/client privilege.

14. Nothing herein shall impose any restriction on the use or disclosure by a party of its own documents or information, including the deposition testimony of its employees or experts.

15. This Order may be amended by the agreement of counsel for the parties in the form of a written stipulation.

16. This Order shall remain in force and effect until modified, superseded or terminated on the record by agreement of the parties or by an Order of the TTAB.

AGREED TO BY:

Dated: March 3, 2004

Hale and Dorr LLP
Michael J. Bevilacqua
Sarah L. Byrne

By: _____

Attorneys for Opposer
ARC FINANCIAL GROUP LTD.

Dated: March 9, 2004

Ropes & Gray
Peter M. Brody

By: _____

Attorney for Applicant
ARCLIGHT CAPITAL HOLDINGS, LLC

EXHIBIT A

I, _____, hereby declare

that:

1. I have carefully read and understand the foregoing Stipulated Protective Order (the "Order") in the above-captioned matter.

2. I agree that I will be bound by and will comply with all of the provisions of the Order and I will make no disclosures of Confidential Information to any person who is not permitted to have access to such Confidential Information by this Order, as applicable.

3. When requested, I will promptly (a) return all Confidential Information which comes into my possession to counsel for the party which disclosed the Confidential Information to me and (b) destroy all documents or things which I have prepared which contain that Confidential Information.

Date:_____ By:_____

My address is:_____

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