

WINSTON & STRAWN LLP

35 WEST WACKER DRIVE
CHICAGO ILLINOIS 60601-8703

43 RUE DU RHONE
1204 GENEVA, SWITZERLAND

BUCKLESBURY HOUSE
3 QUEEN VICTORIA STREET
LONDON, EC4N 8NH

LANA C MARINA
(212) 294-6626
lmarina@winston.com

200 PARK AVENUE
NEW YORK, NEW YORK 10166-4193

(212) 294-6700

FACSIMILE (212) 294-4700

www.winston.com

333 SOUTH GRAND AVENUE
LOS ANGELES, CALIFORNIA 90071-1543

21 AVENUE VICTOR HUGO
75116 PARIS FRANCE

101 CALIFORNIA STREET
SAN FRANCISCO, CALIFORNIA 94111-5894

1700 K STREET, N.W.
WASHINGTON, D.C. 20006-3817

June 8, 2007

BY FACSIMILE

Frances S. Wolfson, Esq.
Interlocutory Attorney
United States Patent & Trademark Office
Trademark Trial & Appeal Board
P.O. Box 1451
Alexandria, VA 22313-1451

**Re: Threshold Enterprises Ltd. v. Natural Source International, Ltd.
Opposition No. 91159361**

Dear Ms. Wolfson:

This firm represents Natural Source International, Ltd. ("Applicant") in the above-referenced proceeding. We are writing in response to the letter faxed to you today by counsel for Threshold Enterprises Ltd. ("Opposer"), which reflects Opposer's continued resistance to entering into the Board's form Stipulated Protective Order. Simply put, Applicant requests that the Board enter the form Board-approved protective order to govern the handling of confidential information in this case, and put an end to this seemingly interminable dialogue.

In addition to adding a number of vague and confusing edits to the Board's form order, Opposer seeks to impose an absurd level of complication and burden on Applicant and its counsel. Specifically, Opposer seeks to add a new paragraph 17 as set forth below:

17) Survival; Enforcement.

This order shall remain in full force and effect and shall be enforceable by any court of competent jurisdiction after the termination of this proceeding or until cancelled or otherwise modified by the Board or by written agreement of the parties.

We have repeatedly advised Opposer's counsel that Opposer's proposed paragraph 17 is unacceptable.

In the June 5, 2007 telephone conversation referenced by Opposer's counsel, Opposer's counsel stated that Opposer was unwilling to rely on my representations or the

WINSTON & STRAWN LLP

Frances S. Wolfson, Esq.
June 8, 2007
Page 2

representations of my law firm, Winston & Strawn, as to Applicant's compliance with the protective order. Opposer's counsel indicated that she would prefer having the option of suing Applicant and this firm in some court in the future over the terms of the protective order. When pressed to identify what court would possibly have jurisdiction over the terms of a protective order entered by the Board, Opposer's counsel stated that the parties "would have to fight about that at the conclusion of the case." Opposer's counsel indicated that in the alternative, the parties would have to negotiate yet another agreement *terminating* the Stipulated Protective Order at the conclusion of the case.

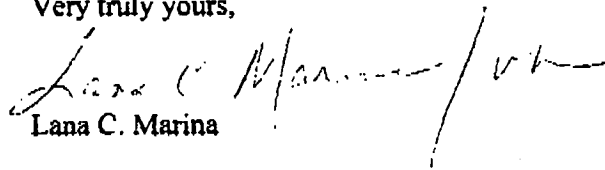
Moreover, with respect to documents marked by Opposer as "trade secret/commercially sensitive," which would be restricted to attorneys at this firm, Opposer's counsel acknowledged that Applicant would never receive such documents, but made clear that she planned to sue Winston & Strawn in some unspecified court for any claimed breach of the protective order. I advised Opposer's counsel that she had no basis for questioning a firm of Winston & Strawn's repute, and that I was willing to swear before a notary public at the conclusion of the case that all of Opposer's confidential documents had been destroyed, pursuant to the terms of the order. Opposer's counsel stated that she would not rely on the representations of any attorney at this firm that Applicant was in compliance with the stipulated protective order.

During the same conversation, I advised Opposer's counsel that we could not agree to her other proposed changes until we saw a revised draft, as her proposed revisions were ambiguous and confusingly worded. Accordingly, Opposer's counsel's representation that we agreed to her other revisions, apart from the objectionable paragraph 17, is not true.

This protracted negotiation, in circumstances in which the Board has already created a mechanism to handle the disclosure of confidential information, is a waste of the resources of the Board and the parties. Opposer cannot articulate a legitimate basis for refusing to sign the Board's standard form protective order.

In order to halt the expenditures of attorneys' fees being incurred on this procedural issue, we respectfully request that the Board enter its form protective order and that Opposer be ordered to produce its long-withheld documents expeditiously.

Very truly yours,


Lana C. Marina

cc: Kristin L. Lingren, Esq.