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

In the Matter of Application Serial No. 78/243789
Published in the Official Gazette on November 25, 2003

Bausch & Lomb Incorporated

Opposer

v.

Opposition No. 91159996

AstraZeneca AB

Box TTAB

NO FEE

Commissioner for Trademarks

2900 Crystal Drive

Arlington, Virginia 22202-3514

04-30-2004

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

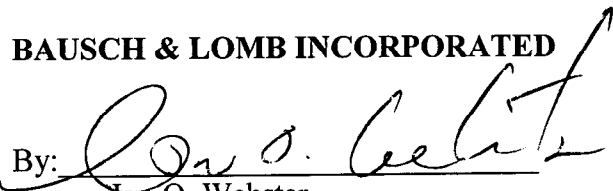
WITHDRAWAL OF NOTICE OF OPPOSITION

Dear Commissioner:

In view of the Agreement reached between the parties (copy attached) concerning the trademarks LOTEMAX and LOGIMAX, Opposer hereby withdraws its Notice of Opposition to registration of the mark LOGIMAX, Serial No. 78/243789.

Respectfully submitted,

BAUSCH & LOMB INCORPORATED

By: 

Jon O. Webster

Bausch & Lomb Incorporated

One Bausch & Lomb Place

Rochester, New York 14604

585-338-8905

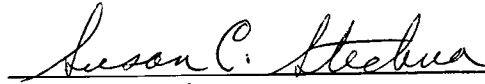
Attorney for Opposer

April 29, 2004

CERTIFICATE OF SERVICE

I further certify that a copy of the attached Withdrawal of Notice of Opposition has been served this 30th day of April, 2004 by first class mail, postage prepaid on Applicant's representative:

Mark I. Peroff, Esq.
Kirkpatrick & Lockhart LLP
599 Lexington Avenue
New York, NY 10022-6030


Susan C. Stechna

Attachment: **WITHDRAWAL OF NOTICE OF OPPOSITION**

MARK: **LOGIMAX**

cc:  Box TTAB
NO FEE
Commissioner for Trademarks
2900 Crystal Drive
Arlington, VA 22202-3514

CERTIFICATE OF EXPRESS MAILING

Express Mailing Label No.: EI748249652US

Date of Deposit: April 30, 2004

I hereby certify that this paper or fee is being deposited with the United States Postal Service "Express Mail Post Office to Addressee" service under 37 C.F.R. 1.10 on the date indicated above and is addressed to "Box TTAB, NO FEE, Commissioner for Trademarks, 2900 Crystal Drive, Arlington, VA 22202-3514".


Susan C. Stechna

Attachments: **WITHDRAWAL OF NOTICE OF OPPOSITION**

MARK: **LOGIMAX**

cc: Mark I. Peroff, Esq.
Kirkpatrick & Lockhart LLP
599 Lexington Avenue
New York, NY 10022-6030

TRADE MARK AGREEMENT

This Agreement is made the

27th

day of

April

2004

BETWEEN

Bausch & Lomb Incorporated of one Bausch & Lomb Place, Rochester, New York 14604-2701, USA (hereinafter "Bausch & Lomb") of the one part

AND

AstraZeneca AB of SE - 15185 Sodertalle, Sweden (herein "AstraZeneca") of the other part.

WHEREAS

A. Bausch & Lomb is the proprietor of a number of trade mark registrations and applications for marks incorporating the word **LOTEMAX** covering various goods in class 5, brief details of which are set out in Schedule A hereto.

B. AstraZeneca is the proprietor of a number of trade mark registrations and applications for marks incorporating the word **LOGIMAX** covering various goods in class 5, brief details of which are set out in Schedule B hereto.

C. The parties hereto wish to co-exist in their use and registration of their respective marks in accordance with the terms of this Agreement.

IT IS HEREBY AGREED as follows:

1. Bausch & Lomb undertakes to confine its use of marks incorporating the word **LOTEMAX** in class 5 to "ophthalmic, ocular, optic, nasal, eye care and vision care pharmaceutical preparations and substances" and AstraZeneca gives its consent to use of **LOTEMAX** by Bausch & Lomb as aforesaid.
2. AstraZeneca undertakes to confine its use of marks incorporating the word **LOGIMAX** in class 5 to "pharmaceutical preparations for the treatment of cardiovascular diseases" and Bausch & Lomb gives its consent to use of **LOGIMAX** by AstraZeneca as aforesaid.

3. Bausch & Lomb undertakes to restrict any future applications to register marks incorporating the word LOTEMAX in class 5 to the goods specified in paragraph 1 above.
4. AstraZeneca undertakes to restrict any future applications to register marks incorporating the word LOGIMAX in class 5 to the goods specified in paragraph 2 above.
5. In any application by Bausch & Lomb to register a mark incorporating the word LOTEMAX in class 5 in or for any particular country, AstraZeneca will on request provide Bausch & Lomb with a letter of consent, if this will enable registration, providing such application is limited to the goods specified in paragraph 1 above. If such consent is by itself insufficient, AstraZeneca undertakes additionally on request to restrict any existing earlier registration or application for its mark LOGIMAX in or for that particular country by specifically excluding the goods specified in paragraph 1 above, if this together with a consent will enable registration. If such consent and restriction together are insufficient, AstraZeneca undertakes additionally on request to further restrict any existing earlier registration or application for its mark LOGIMAX in or for that particular country to the goods specified in paragraph 2 above, if this will enable registration. Any action requested of AstraZeneca under the terms of this paragraph shall be at Bausch & Lomb's expense.
6. In any application by AstraZeneca to register a mark incorporating the word LOGIMAX in class 5 in or for any particular country, Bausch & Lomb will on request provide AstraZeneca with a letter of consent, if this will enable registration, providing such application is limited to the goods specified in paragraph 2 above. If such consent is itself insufficient, Bausch & Lomb undertakes additionally on request to restrict any existing earlier registration or application for its mark LOTEMAX in or for that particular country by specifically excluding the goods specified in paragraph 2 above, if this together with a consent will enable registration. If such consent and restriction together are insufficient, Bausch &

Lomb undertakes additionally on request to further restrict any existing earlier registration or application for its mark LOTEMAX in or for that particular country to the goods specified in paragraph 1 above, if this will enable registration. Any action requested of Bausch & Lomb under the terms of this paragraph shall be at AstraZeneca's expense.

7. The provisions of paragraphs 5 and 6 above shall apply to applications for extension of each party's existing trade mark registrations to new countries as well as to new national or regional trade mark applications.
8. The parties hereto will forthwith upon signature of this Agreement withdraw any oppositions, cancellations or other actions against any registration or application for the other party's respective mark LOTEMAX or LOGIMAX providing such registration or application is limited to the respective goods specified in paragraphs 1 and 2 above.
9. The terms of this Agreement shall apply to and be binding upon any affiliate subsidiary company of the parties hereto, as well as all officers, agents, employees, licensees, assignees or successors in title of the parties.
10. The territorial scope of this Agreement is to be worldwide.
11. This Agreement is to be construed in accordance with English law and the courts of England shall have exclusive jurisdiction to determine any dispute arising out of the Agreement.

Schedule A

(i) Applications and registrations for LOTEMAX:

<u>Country</u>	<u>Registration/application No.</u>	<u>Filing date</u>
Argentina	1730309	November 1, 1995
Aruba	18633	June 12, 1997
Benelux	662348	September 10, 1996
Bolivia	72102-C	July 11, 1997
Brazil	820225738	September 3, 1997
China	1357713	September 11, 1998
Croatia	662348	September 10, 1996
Dominican Republic	92841	June 26, 1997
Ecuador	8495-00	February 4, 1999
Egypt	662348	September 10, 1996
El Salvador	76 Book 76	June 16, 1997
European Union	3363983 (pending)	September 22, 2003
Hong Kong	300098064 (pending)	October 21, 2003
Israel	129502	June 17, 1999
Italy	M12003C009811 (pending)	October 8, 2003
Liechtenstein	662348	September 10, 1996
Malaysia	03015087 (pending)	November 3, 2003
Mexico	566001	October 29, 1997
Monaco	662348	September 10, 1996
Morocco	662348	September 10, 1996
Nicaragua	38967	December 11, 1997
Panama	099599	March 23, 1999
Paraguay	208072	August 28, 1997
Peru	42815	October 27, 1997
Philippines	4-2003-08725 (pending)	September 19, 2003
Romania	662348	September 10, 1996
Russian Federation	662348	September 10, 1996
Singapore	T03/16959J (pending)	October 21, 2003
Slovak Republic	662348	September 10, 1996

Slovenia	662348	September 10, 1996
South Korea	40-2003-41512 (pending)	September 19, 2003
Taiwan	9206477 (pending)	November 4, 2003
Thailand	535262 (pending)	November 4, 2003
Turkey	662348	September 10, 1996
Ukraine	662348	September 10, 1996
United Kingdom	2343714 (pending)	September 17, 2003
United States	2182587	December 13, 1994
Uruguay	296090	March 11, 1998
Venezuela	12366/97 (pending)	June 16, 1997
Vietnam	4-2003-09035 (pending)	October 2, 2003
WIPO	662348	September 10, 1996

(ii) Other LOTEMAX applications and registrations:

<u>Mark</u>	<u>Country</u>	<u>Registration/ application No.</u>	<u>Filing date</u>
LOTEMAX in Chinese	China	1407393	February 11, 1999
LOTEMAX LIGHT	China	1357732	September 14, 1998
BAUSCH & LOMB			
LOTEMAX	Taiwan	92064078 (pending)	November 4, 2003
BAUSCH & LOMB			
LOTEMAX	Thailand	535263 (pending)	November 4, 2003
LOTEMAX Drop Design	USA	2306428	July 17, 1997

Schedule B

(i) Applications and registrations for LOGIMAX:

<u>Country</u>	<u>Registration/Application No.</u>	<u>Filing date</u>
United Arab Emirates	14101	June 11, 1996
Austria	124086	November 14, 1988
Australia	500073	November 22, 1988
Aruba	17993	June 5, 1996
Bulgaria	30732	June 18, 1996
Bahrain	20651	June 29, 1996
Brazil	814624405	December 14, 1988
Benelux	434793	September 18, 1987
Benelux	539785	November 17, 1993
Canada	619538 (pending)	November 21, 1988
Switzerland	367796	November 15, 1988
Chile	555.809	November 21, 1988
China P.R.	759141	November 20, 1993
Colombia	168352	February 5, 1991
Costa Rica	99087	June 20, 1996
Cuba	125054	May 7, 1996
Cyprus	33870	February 5, 1991
Czech Republic	206278	June 13, 1996
Denmark	7980/89	September 18, 1987
Dominican Republic	85037	May 21, 1996
Ecuador	4648-97	May 9, 1996
Estonia	24624	May 29, 1996
Egypt	101520	June 3, 1996
Spain	1287253	March 5, 1991
Finland	105272	September 18, 1987
France	1428049	September 22, 1987
Gaza	2461	December 31, 1994
Great Britain	1321968	September 21, 1987

Great Britain	2146684	September 30, 1997
Greece	102875	February 15, 1997
Guatemala	125,109	July 18, 1996
Hong Kong	1865/90	November 21, 1988
Honduras	67064	May 13, 1996
Hungary	149689	June 4, 1996
Indonesia	433100	November 27, 1998
Ireland	128752	January 16, 1988
Israel	92195	April 19, 1994
India	718862	June 14, 1996
Iceland	577/1991	January 29, 1991
Italy	811929	October 15, 1987
Jamaica	29875	May 7, 1996
Jordan	41752	June 2, 1996
Japan	2326232	November 25, 1988
Kenya	44311	May 22, 1996
South Korea	205033	December 14, 1988
Kuwait	31630	August 10, 1996
Liechtenstein	10376	September 9, 1997
Mexico	366000	December 9, 1988
Malaysia	88/06351	November 21, 1988
Nicaragua	32862	May 16, 1996
Norway	134877	September 21, 1987
New Zealand	189034	November 17, 1988
Oman	13736	June 4, 1996
Panama	81279	June 11, 1966
Peru	28639	May 9, 1996
Philippines	50494	November 6, 1989
Pakistan	135998	June 4, 1996
Poland	109642	May 9, 1996
Portugal	251571	November 29, 1988
Qatar	15274 (pending)	June 11, 1996
Romania	28401	January 20, 1988

Russian Federation	171698	October 15, 1997
Saudi Arabia	406/63	June 5, 1996
Sudan	25244	June 2, 1996
Sweden	214215	September 18, 1987
Singapore	6774/88	November 28, 1988
Slovak Republic	185169	September 2, 1996
El Salvador	205.56	May 28, 1996
Thailand	82075	November 22, 1988
Turkey	126409	April 8, 1991
Trinidad & Tobago	25470	May 16, 1996
Taiwan	440048	November 24, 1988
United States	78243789 (pending)	April 30, 2003
Venezuela	151766	November 29, 1988
Vietnam	4-2003-09355 (pending)	October 15, 2003
West Bank	3298	February 21, 1993
Yemen Arab	7948	June 12, 1996
Serbia-Montenegro	41746	June 5, 1996
South Africa	93/3516	May 4, 1993
Zimbabwe	1099/96	June 1, 1996

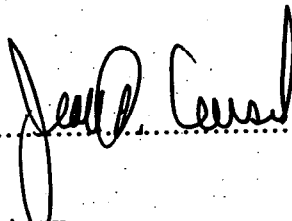
(ii) Other LOGIMAX applications and registrations

<u>Mark</u>	<u>Country</u>	<u>Registration/ Application No</u>	<u>Filing Date</u>
LOGIMAX in Cyrillic	Russian Federation	231185	April 26, 2001

IN WITNESS WHEREOF the parties hereto have signed this Agreement on the day and
year first above written

Signed for and on behalf

of Bausch & Lomb Incorporated:.....



by:..... Jean F. Geisel, Secretary.....

Signed for and on behalf

of AstraZeneca AB

by:.....

TRADE MARK AGREEMENT

This Agreement is made the

27th

day of

April

2004

BETWEEN

Bausch & Lomb Incorporated of one Bausch & Lomb Place, Rochester, New York 14604-2701, USA (hereinafter "Bausch & Lomb") of the one part

AND

AstraZeneca AB of SE - 15185 Sodertalle, Sweden (herein "AstraZeneca") of the other part.

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A. Bausch & Lomb is the proprietor of a number of trade mark registrations and applications for marks incorporating the word LOTEMAX covering various goods in class 5, brief details of which are set out in Schedule A hereto.

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8. The parties hereto will forthwith upon signature of this Agreement withdraw any oppositions, cancellations or other actions against any registration or application for the other party's respective mark LOTEMAX or LOGIMAX, providing such registration or application is limited to the respective goods specified in paragraphs 1 and 2 above.
9. The terms of this Agreement shall apply to and be binding upon any affiliate subsidiary company of the parties hereto, as well as all officers, agents, employees, licensees, assignees or successors in title of the parties.
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Schedule A

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Ukraine	662348	September 10, 1996
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United States	2182587	December 13, 1994
Uruguay	296090	March 11, 1998
Venezuela	12366/97 (pending)	June 16, 1997
Vietnam	4-2003-09035 (pending)	October 2, 2003
WIPO	662348	September 10, 1996

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BAUSCH & LOMB LOTEMAX	Thailand	535263 (pending)	November 4, 2003
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France	1428049	September 22, 1987
Gaza	2461	December 31, 1994
Great Britain	1321968	September 21, 1987

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Venezuela	151766	November 29, 1988
Vietnam	4-2003-09355 (pending)	October 15, 2003
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Yemen Arab	7948	June 12, 1996
Serbia-Montenegro	41746	June 5, 1996
South Africa	93/3516	May 4, 1993
Zimbabwe	1099/96	June 1, 1996

(ii) Other LOGIMAX applications and registrations

<u>Mark</u>	<u>Country</u>	<u>Registration/ Application No</u>	<u>Filing Date</u>
LOGIMAX in Cyrillic	Russian Federation	231185	April 26, 2001

IN WITNESS WHEREOF the parties hereto have signed this Agreement on the day and year first above written

Signed for and on behalf

of Bausch & Lomb Incorporated:.....

by:.....

Signed for and on behalf

of AstraZeneca AB 

by:.....  KOLA