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

Proceeding	91164023
Party	Plaintiff Truck-Lite Co., Inc. Truck-Lite Co., Inc. 310 East Elmwood Avenue Falconer, NY 14733 UNITED STATES
Correspondence Address	BYRON A. BILICKI THE BILICKI LAW FIRM, P.C. 111 WEST SECOND STREET, SUITE 1000 JAMESTOWN, NY 14701 UNITED STATES docadm@bilickilaw.com
Submission	Withdrawal of Opposition
Filer's Name	Byron A. Bilicki
Filer's e-mail	docadm@bilickilaw.com
Signature	/bab/
Date	06/07/2005
Attachments	Stipulated Dismissal - signed.pdf (5 pages)

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

TRUCK-LITE CO., INC.,)	
)	
Opposer,)	Opposition No. 91/164,023
)	
v.)	
)	
YAMAHA CORPORATION)	
OF AMERICA,)	
Applicant.)	

STIPULATED DISMISSAL

The matter between Opposer, Truck-Lite Co., Inc., and Applicant, Yamaha Corporation of America, having been settled, and the Board being fully advised, it is hereby ORDERED as follows:

1. Pursuant to the attached Consent to Register Agreement (attached hereto as Exhibit A), it is hereby stipulated that the opposition between Opposer, Truck-Lite Co., Inc., and Applicant, Yamaha Corporation of America, including all claims and counterclaims between and/or among them, be dismissed with prejudice.
2. Each party shall bear its own costs and attorney's fees and waives its right to appeal.

STIPULATED AND AGREED TO BY:

TRUCK-LITE CO., INC.

YAMAHA CORPORATION OF AMERICA

By /Byron A. Bilicki/
Byron A. Bilicki
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725 Figueroa Street, Suite 2800
Los Angeles, CA 90017-5406
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Attorney for the Opposer

Attorney for Applicant

Dated: 6/7/2005

Dated: 6/6/2005

So Ordered: _____
 Trademark Trial and Appeal Board Date

EXHIBIT

A

CONSENT TO REGISTER AGREEMENT

This Consent to Register Agreement ("Agreement") is entered into by and between Truck-Lite Co., Inc. ("Truck-Lite"), a corporation organized and existing under the laws of the state of New York, with offices at 310 East Elmwood Avenue, Falconer, New York 14733, and Yamaha Corporation of America ("Yamaha"), a corporation organized and existing under the laws of the state of California, with offices at 6600 Orangethorpe Avenue, Buena Park, California 90620.

WHEREAS, Truck-Lite is the owner of Trademark Registration No. 2,408,947 on the Principal Register in the United States Patent and Trademark Office for the mark SMART-LITE, for electrical lighting units for the trucking and transportation industry consisting of light sources, namely light emitting diodes, incandescent lamps, fluorescent lamps, neon lamps; and electronic circuitry for detecting light source failures, communicating light source failures to a vehicle operator, regulating light output, multiplexing signals to illuminate alternate light sources in the event of a light source failure, and detecting and communicating anti-lock braking unit failures, and the like (hereinafter "Truck-Lite's Registration");

WHEREAS, Yamaha filed trademark application Serial No. 76/523,304 on June 16, 2003, for the mark SMARTLIGHTS, for computer software for use in music composition (hereinafter "Yamaha's Application");

WHEREAS, Truck-Lite and Yamaha agree that there is no likelihood of confusion between Truck-Lite's SMART-LITE mark and Yamaha's SMARTLIGHTS mark as applied to their respective goods.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and the above recitals which are incorporated into the operational terms of this Agreement, Truck-Lite hereby consents to the registration of Yamaha's Application for the SMARTLIGHTS mark. Truck-Lite's consent is given based on the following representations and understandings:

1. Truck-Lite agrees to use the SMART-LITE mark and not the SMARTLIGHTS mark.
2. Yamaha agrees to use the SMARTLIGHTS mark and not the SMART-LITE mark.
3. Yamaha agrees that it will never use the SMARTLIGHTS mark in connection with vehicular lighting products and/or safety lighting products related to vehicles.
4. Truck-Lite and Yamaha agree that the Marks SMART-LITE and SMARTLIGHTS are sufficiently different in sight, sound and overall commercial impression so as to avoid the likelihood of consumer confusion as to the source or origin of the products offered by the parties under their respective marks.
5. Yamaha will not seek to cancel Truck-Lite's Registration.
6. Truck-Lite will not seek to oppose Yamaha's Application.

7. Truck-Lite agrees not to alter its SMART-LITE mark to resemble Yamaha's SMARTLIGHTS mark, and Yamaha agrees not to alter its SMARTLIGHTS mark to resemble Truck-Lite's SMART-LITE mark.

8. Truck-Lite and Yamaha will not attempt to associate themselves with the other party in any manner whatsoever.

9. Truck-Lite and Yamaha agree not to use any advertising, promotion, or marketing that could lead purchasers to believe that Yamaha's goods are offered, sponsored, or endorsed by Truck-Lite, or that Truck-Lite's goods are offered, sponsored, or endorsed by Yamaha.


10. Truck-Lite and Yamaha understand that purchasing of their respective products by consumers is not an "impulse" purchase, and, as a result, consumers are likely to be selective and prudent so as not to confuse the source or origin of the goods.

11. Truck-Lite and Yamaha are unaware of any instances wherein a member of the public has been confused as to the source or origin of the goods provided under their respective marks, or has believed that such goods are offered, sponsored, or endorsed by the other party.

12. The parties agree that the differences in the marks, which create entirely different commercial impressions, the difference in products, and the selective and prudent nature of purchasers of their respective products eliminate any likelihood of confusion between Truck-Lite's SMART-LITE mark and Yamaha's SMARTLIGHTS mark.

IN WITNESS WHEREOF, the parties have executed this agreement as set forth below.

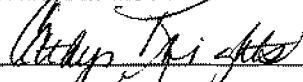
TRUCK-LITE CO., INC.

By: 
Signature


Robert E. Ives / V.P. Marketing
Type Name and Title of Officer

5/2/05
Date

Witness/Attest:


5/2/05
Date

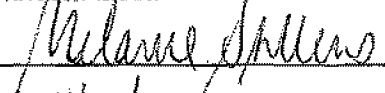
YAMAHA CORPORATION OF AMERICA

By: 
Signature

C. T. LEWIS / S.R. VICE PRES.
Type Name and Title of Officer

4/21/05
Date

Witness/Attest:


4/21/05
Date