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Filing date: **05/18/2007**

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

Proceeding	91164617
Party	Defendant Dietrich Industries, Inc. Dietrich Industries, Inc. Suite 2226, One Mellon Bank Center 500 Grant Street Pittsburgh, PA 15219
Correspondence Address	THOMAS J. EDGINGTON KIRKPATRICK & LOCKHART LLP HENRY W. OLIVER BUILDING 535 SMITHFIELD STREET PITTSBURGH, PA 15222-2312  christopher.verdini@klgates.com
Submission	Withdrawal Of Application
Filer's Name	Christopher M. Verdini
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Signature	/Christopher M. Verdini/
Date	05/18/2007
Attachments	CDesignAbandonment.PDF ( 4 pages )(104539 bytes )

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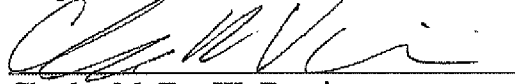
Atty. Ref. No.: 030428

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S-T-N HOLDINGS, INC., :  
 :  
 : Application No. 76/543913  
 : Opposition No. 91164617  
 :  
 Opposer, :  
 :  
 vs. :  
 :  
 DIETRICH INDUSTRIES, INC., :  
 :  
 :  
 Applicant. :  
-----X

**STIPULATION FOR ABANDONMENT OF THE  
APPLICATION WITH PREJUDICE**

AND NOW, this 18<sup>th</sup> day of May 2007, it is stipulated by and between Applicant Dietrich Industries, Inc. and Opposer S-T-N Holdings, Inc. and based upon and pursuant to the attached Settlement Agreement, that the above captioned application shall be abandoned with prejudice with each party bearing its own costs.

Respectfully submitted,



Charles M. Tea III, Esquire  
Christopher M. Verdini, Esquire

Date: May 18, 2007

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*Attorneys for Applicant Dietrich Industries, Inc*

## **SETTLEMENT AGREEMENT**

**THIS AGREEMENT** entered into, effective as of the date of the last dated signature shown below, by and between S-T-N HOLDINGS, INC. (“S-T-N Holdings”), a Nevada corporation, having a business address at 800 North Rainbow Blvd., Suite 157, Las Vegas, Nevada, 89107, and DIETRICH INDUSTRIES, INC., (“DIETRICH INDUSTRIES”), a Pennsylvania corporation, having a business address at One Mellon Bank Center, Suite 2226, 500 Grant Street, Pittsburgh, Pennsylvania 15219.

**WHEREAS**, S-T-N Holdings has objected to the registration and use by Dietrich Industries of the marks C TRUSS & Design (U.S. Trademark Application Serial No. 76/559,630) and C & Design (U.S. Trademark Application Serial No. 76/543,913) (collectively, the “Applications”) and has instituted opposition proceedings in the USPTO, Opposition No. 91164236 and Opposition No. 91164617 (“the Oppositions”) against such marks and the Applications; and

**WHEREAS**, the parties desire to resolve this dispute without further controversy and terminate the oppositions;

**NOW, THEREFORE**, in consideration of the mutual promises and covenants hereinafter set forth, and in reliance on the foregoing recitals, the parties agree as follows:

1. Upon execution of this agreement by the parties, Dietrich Industries shall submit a request to expressly abandon and withdraw the Applications with prejudice in each pending proceeding before the Trademark Trial and Appeal Board (“TTAB”). S-T-N Holdings shall consent to the requests to expressly abandon and withdraw the Applications with prejudice. If the TTAB or the USPTO does not approve the requests, this agreement shall have no legal effect and neither S-T-N Holdings nor Dietrich Industries shall be required to perform any of the obligations undertaken herein.

2. Upon acceptance and entry of the requests to expressly abandon and withdraw the Applications, S-T-N Holdings shall cause the Oppositions to be dismissed without prejudice by filing a Notice of Withdrawal of Notice of Opposition with the TTAB in each pending proceeding. Dietrich Industries shall consent in writing to the withdrawal of each opposition. Prior to and during the pendency of the TTAB's review of the abandonment and withdrawal requests, the parties shall continue to cooperate by extending all applicable discovery and testimony deadlines, or by agreeing to suspend the Oppositions.

3. As long as S-T-N Holdings or its licensees use and do not abandon their trademark rights in marks containing "C TRUSS," Dietrich Industries will not use the mark C TRUSS & Design, or any other word mark, design mark, trade dress or stylized format thereof containing "C TRUSS", on or in connection with the goods and services set forth in the opposed applications.

4. Each party shall bear its own costs and attorney's fees in connection with the Oppositions and all matters relating to the Oppositions and the negotiation and drafting of this Agreement.

5. This Agreement constitutes the entire agreement between the parties and may not be changed orally, but only by an agreement in writing signed by the party against whom enforcement is sought.

6. This Agreement shall be binding upon and inure to the benefit of the parties, their officers, agents, legal representatives, employees, successors, assigns, subsidiaries, licensees and all those in active concert or participation with them.


7. This Agreement shall be interpreted on issues of formation, construction, performance and breach according to the substantive laws of the State of New York, without regard to its choice of law rules.

8. Both parties warrant that the individual whose signature appears below has been duly authorized to sign this Agreement and to bind each party thereto.

**Accepted and Agreed to:**

**S-T-N HOLDINGS, INC.**

**DIETRICH INDUSTRIES, INC.**

By:   
Name: JOHN C. CASPER  
Title: President  
Dated: April 26, 2007

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_