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

Proceeding	91175852
Party	Plaintiff O'Naturals, Inc.
Correspondence Address	Edward A. Haffer, Esq. Sheehan, Phinney, Bass + Green, PA 1000 Elm Street P.O. Box 3701 Manchester, NH 03105-3701 UNITED STATES ipadm@sheehan.com, ehaffer@sheehan.com
Submission	Withdrawal of Opposition
Filer's Name	Edward A. Haffer
Filer's e-mail	ipadm@sheehan.com, ehaffer@sheehan.com
Signature	/Edward A. Haffer/
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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

O'NATURALS, INC.,
Opposer

v.

YONATURALS, INC.,
Applicant

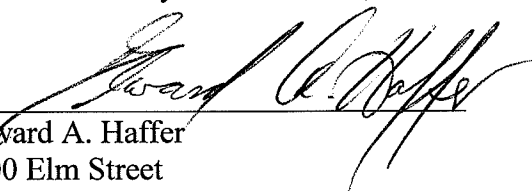
Opp. No. 91175852
Serial No. 78913089

WITHDRAWAL OF OPPOSITION

Pursuant to 37 CFR §2.106(c) and TTAB Rule 601.01, and consistent with the parties' Trademark Coexistence Agreement, which is attached hereto and incorporated herein as Exhibit A, Opposer O'Naturals, Inc. hereby withdraws its opposition to the application of Applicant YoNaturals, Inc. to register the mark YONATURALS, U.S. Serial No. 78913089.

Respectfully submitted,
O'NATURALS, INC.,
By its attorneys,
Sheehan Phinney Bass & Green, P.A.

September 5, 2007

By: 
Edward A. Haffer
1000 Elm Street
P.O. Box 3701
Manchester, NH 03105-3701
T: 603-627-8115
F: 603-641-2352
E: ehaffer@sheehan.com

CERTIFICATE OF SERVICE

I certify that a copy of the foregoing was mailed this date to Stephen R. Soden, Esq., Soden & Steinberger, LLP, 550 West C Street, Suite 1710, San Diego, CA 92101.


Edward A. Haffer

TRADEMARK COEXISTENCE AGREEMENT

THIS TRADEMARK COEXISTENCE AGREEMENT ("Agreement") is entered into by and between O'Naturals, Inc., a Delaware corporation, with principal place of business at 10 Burton Drive, Londonderry, NH 03053 ("O'Naturals"), and YoNaturals, Inc., a California corporation, with principal place of business at 437 S. Highway 101, Solana Beach, CA 92075 ("YoNaturals") (collectively, the "Parties").

WHEREAS, since at least as early as May 18, 2001, O'Naturals has continuously used the mark O'NATURALS as a trademark in connection with restaurant services and related goods and services featuring natural and organic foods (the "O'Naturals Goods and Services");

WHEREAS, on April 16, 2002, O'Naturals' mark O'NATURALS was registered with the U.S. Patent and Trademark Office ("PTO") in connection with "restaurant services," Class 42, as evidenced by Reg. No. 2,562,515, the first-use date and first-use-in-commerce date having been at least as early as May 18, 2001;

WHEREAS, since at least as early as June 1, 2006, YoNaturals has continuously used the mark YONATURALS as a trademark in connection with vending machine services and wholesale distributorship services featuring natural and organic foods and related goods and services (the "YoNaturals Goods and Services");

WHEREAS, on June 21, 2006, YoNaturals applied to the PTO for registration of the mark YONATURALS mark in connection with "vending machine services; wholesale distributors featuring natural and organic foods," Class 35, as evidenced by Serial No. 78913089, the first-use date and first-use-in-commerce date having been at least as early as June 1, 2006.

WHEREAS, on February 26, 2007, O'Naturals filed a Notice of Opposition to the registration of YONATURALS, Opp. No. 91175852.

WHEREAS, the Parties have exchanged information and believe that their respective marks and the goods and services offered thereunder may coexist without a likelihood of confusion, so long as the Parties comply with the terms set forth in this Agreement.

NOW THEREFORE, in consideration of the foregoing and of the mutual promises and covenants set forth herein, the Parties hereby agree as follows:

1. YoNaturals agrees that it will not use the YONATURALS mark, or any substantially similar variations thereof, in connection with any of the O'Naturals Goods and Services.
2. O'Naturals agrees that it will not use the O'NATURALS mark, or any substantially similar variations thereof, in connection with any of the YoNaturals Goods and Services.
3. YoNaturals expressly acknowledges that the O'NATURALS mark is a valid and subsisting mark of O'Naturals, and YoNaturals shall not object to or otherwise interfere with O'Naturals' use of the O'NATURALS mark, or substantially similar variations thereof, in connection with the O'Naturals Goods and Services.

4. O'Naturals expressly acknowledges that the YONATURALS mark is a valid and subsisting mark of YoNaturals, and O'Naturals shall not object to or otherwise interfere with YoNaturals' use of the YONATURALS mark, or substantially similar variations thereof, in connection with the YoNaturals Goods and Services.

5. YoNaturals agrees to provide to O'Naturals with its written consent to O'Naturals' use and/or registration of the O'NATURALS mark, or substantially similar variations thereof, in connection with the O'Naturals' Goods and Services anywhere in the world if O'NATURALS reasonably believes that such a consent may be necessary for registering such mark, provided that such use and/or registration is consistent with the terms of this Agreement.

6. O'Naturals agrees to provide to YoNaturals with its written consent to YoNaturals' use and/or registration of the YONATURALS mark, or substantially similar variations thereof, in connection with the YoNaturals Goods and Services anywhere in the world if YoNaturals reasonably believes that such a consent may be necessary for registering such mark, provided that such use and/or registration is consistent with the terms of this Agreement.

7. The Parties agree that there is no likelihood of confusion, mistake, or deception between their respective marks, provided that they are used in a manner consistent with this Agreement. Should the Parties become aware of any actual confusion among the consuming public resulting from the concurrent use by the Parties of their respective marks, they shall cooperate with each other to take reasonable measures to prevent further confusion.

8. This Agreement constitutes the entire understanding between the Parties regarding the subject matter (into which all prior negotiations, commitments, representations, inducements and undertakings with respect to the subject matter hereof are merged), and except as provided herein, there are no other oral or written undertakings or agreements between the Parties relating to the subject matter hereof. The terms of this Agreement may not be changed except by the express written consent of the Parties.

9. This Agreement shall be interpreted and enforced in accordance with and governed by the federal law of the United States of America. The Parties agree that all disputes arising in any way out of this Agreement shall be heard as follows: (a) any proceeding initiated by O'Naturals shall be brought exclusively in, and the Parties irrevocably consent to the jurisdiction and venue of, the state and federal courts of the State of California; and (b) any proceeding initiated by YoNaturals shall be brought exclusively in, and the Parties irrevocably consent to the jurisdiction and venue of, the state and federal courts of the State of New Hampshire.

10. The parties agree that this Coexistence Agreement may be recorded with the PTO and any other governmental body or registry. Without limiting the generality of the preceding sentence, reasonably promptly after the full execution of this Coexistence Agreement, O'Naturals shall withdraw its Opposition to the registration of the YONATURALS mark based upon YoNaturals' execution of this Coexistence Agreement and its promise to comply with the terms thereof.

11. This Agreement shall inure to the benefit of and be binding upon the Parties hereto, their predecessors, successors and assigns, and all others acting by, through or in privity therewith. The rights and obligations of the Parties hereunder shall be freely assignable. By

taking an assignment, an assignee shall be deemed to have accepted and agreed to perform all of the rights and obligations of the assignor under this Agreement.

12. Each Party hereto warrants that it possesses the authority to bind itself by the signature of the person who signs this Agreement on the Party's behalf.

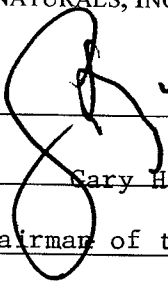
13. This Agreement may be executed in identical counterparts with the same force and effect as if the signatures were all set forth on a single instrument. This Agreement is deemed executed and effective as of the last date on which a Party signs a counterpart to this Agreement (the "Effective Date").

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed on the day, month and year set forth below each of the Parties signatures hereto.

O'NATURALS, INC.

YONATURALS, INC.

By:



By:



Name:

Gary Hirshberg

Name:

Mark Trotter

Title:

Chairman of the Board

Title:

CEO

Date:

August 29, 2007

Date:

July 5, 2007