

UNITED STATES PATENT AND TRADEMARK OFFICE  
Trademark Trial and Appeal Board  
P.O. Box 1451  
Alexandria, VA 22313-1451

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Mailed: April 21, 2009

Opposition No. 91180914

Osmose, Inc. (successor in  
interest to S-T-N Holdings,  
Inc.)

v.

Clopay Plastic Products  
Company, Inc.

**Elizabeth A. Dunn, Attorney (571-272-4267):**

On March 20, 2009, applicant filed a proposed amendment to its application Serial No. 78826407, with opposer's consent.

By the proposed amendment applicant seeks to change the identification of goods in International Class 17 to delete the first reference to "building construction" and to modify the second reference to building construction to add the phrase "excluding fungicides, treated wood and lumber, and preservatives used in the treatment of wood and cellulosic materials." Specifically, the parties wish to amend the goods **from**

"Polymer films for manufacturing breathable products in the fields of hygiene, medical, protective apparel, building construction, and consumer goods; and composites or laminates of polymer films with fabrics or other sheetlike materials for manufacturing breathable products in the fields of hygiene,

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medical, protective apparel, building construction, and consumer goods"

to

"Polymer films for manufacturing breathable products in the fields of hygiene, medical, protective apparel, building construction, and consumer goods; and composites or laminates of polymer films with fabrics or other sheetlike materials for manufacturing breathable products in the fields of hygiene, medical, protective apparel, building construction excluding fungicides, treated wood and lumber, and preservatives used in the treatment of wood and cellulosic materials, and consumer goods."

Inasmuch as the amendment is clearly limiting in nature as required by Trademark Rule 2.71(a), and because opposer consents thereto, it is approved and entered. See Trademark Rule 2.133(a).

The contingency in opposer's withdrawal having now been met, the opposition is dismissed in accordance with the agreement between the parties.

***By the Trademark Trial  
and Appeal Board***