

ESTTA Tracking number: **ESTTA227410**

Filing date: **07/30/2008**

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

Proceeding	91185004
Party	Defendant Guy-Tek, Inc.
Correspondence Address	LEROY T. RAHN CHRISTIE, PARKER & HALE, LLP PO BOX 7068 PASADENA, CA 91109-7068  Josephine.Chang@cph.com, pto@cph.com
Submission	Other Motions/Papers
Filer's Name	Josephine E. Chang
Filer's e-mail	pto@cph.com
Signature	/Josephine E. Chang/
Date	07/30/2008
Attachments	G527motion.pdf ( 10 pages )(223016 bytes )

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

Avid Technology, Inc.	Opposition No. 91185004
Opposer,	
v.	MOTION TO AMEND GOODS IDENTIFICATION
Guy-Tek, Inc.	
Applicant.	

Applicant, Guy-Tek, Inc., by its attorneys Christie, Parker & Hale, LLP, requests that its application Serial No. 77/085,148, be amended in accordance with the attached Trademark Coexistence Agreement as follows:

-- AUDIO/VIDEO EQUIPMENT, NAMELY, STAND-ALONE AND SERVER-BASED PAY PER PLAY AND FREE PLAY JUKEBOXES FOR PLAYING MUSIC VIDEOS, REMOTE TERMINALS WITH TOUCH SCREEN INPUT FOR USE WITH PAY PER PLAY AND FREE PLAY JUKEBOXES, AND HAND-HELD CONTROLLERS FOR USE WITH PAY PER PLAY AND FREE PLAY JUKEBOXES FOR CONTROLLING PLAY OF MUSIC VIDEOS --

**REMARKS**

Applicant, Guy-Tek, Inc., was advised by the Trademark Office that the Post-Publication Amendment attached hereto as Exhibit A had to be re-filed with the TTAB. Accordingly, Applicant submits this request to amend the goods identification. Applicant is amending the goods in its application Serial No. 77/085,148, in accordance with the attached Trademark

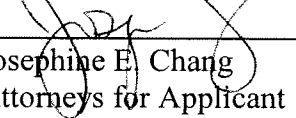
Coexistence Agreement with opposer, Avid Technology, Inc. A copy of the Trademark Coexistence Agreement is attached as Exhibit B.

Inasmuch as the parties have agreed to this amendment, it is request that the Board approve this amendment.

Respectfully submitted,

CHRISTIE, PARKER & HALE, LLP

Date 7/30/08

By   
Josephine E. Chang  
Attorneys for Applicant  
P.O. Box 7068  
Pasadena, California 91109-7068  
626/795-9900

JEC/lal

Enclosures: Exhibit A  
Exhibit B

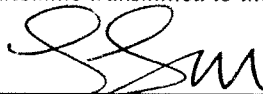
LAL PAS806412.1-\* -07/30/08 2:01 PM

# EXHIBIT A

TRADEMARK

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

*I hereby certify that this correspondence is being facsimile transmitted to the United States Patent and Trademark Office on July 1, 2008.*



\_\_\_\_\_  
Lindsey Lin

Mark : AVED  
Serial No. : 77/085,148  
Filed : January 17, 2007  
Applicant : Guy-Tek, Inc.

Law Office : 104  
Examiner : Angela Gaw

Docket No. : 59137/G527

**POST-PUBLICATION AMENDMENT**

Commissioner for Trademarks  
P.O. Box 1451  
Alexandria, VA 22313-1451

Post Office Box 7068  
Pasadena, CA 91109-7068  
July 1, 2008

Commissioner:

Pursuant to TMEP § 1505.01(a), please amend the identification of the goods as follows:

-- AUDIO/VIDEO EQUIPMENT, NAMELY, STAND-ALONE AND SERVER-BASED PAY PER PLAY AND FREE PLAY JUKEBOXES FOR PLAYING MUSIC VIDEOS, REMOTE TERMINALS WITH TOUCH SCREEN INPUT FOR USE WITH PAY PER PLAY AND FREE PLAY JUKEBOXES, AND HAND-HELD CONTROLLERS FOR USE WITH PAY PER PLAY AND FREE PLAY JUKEBOXES FOR CONTROLLING PLAY OF MUSIC VIDEOS --

**Serial No. 77/085,148**

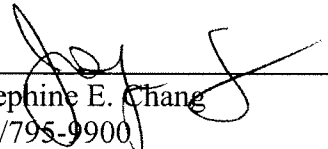
**REMARKS**

This application was published for opposition on March 4, 2008. Avid Technology, Inc. filed a series of timely requests for extension of time to formally oppose this application. During this period, Applicant and Opposer have agreed to the above amendment to the goods identification. The amended goods identification is narrower than the goods identification that was approved for publication. Therefore, the amendment is enterable in this application. Early acceptance of the amendment is requested.

Respectfully submitted,

CHRISTIE, PARKER & HALE, LLP

By \_\_\_\_\_

  
Josephine E. Chang  
626/795-9900

JEC/lal

LAL PAS801796.1-\*07/1/08 2:32 PM

## EXHIBIT B

## TRADEMARK COEXISTENCE AGREEMENT

This Trademark Coexistence Agreement (the "Agreement") is dated July 2, 2008 and is made between Avid Technology, Inc., a Delaware corporation having a usual place of business at One Park West, Tewksbury, Massachusetts 01876 ("Avid"), and Guy-Tek, Inc., a California corporation having a usual place of business at 811 N. Catalina Avenue, Suite 3200, Redondo Beach, California 90277 ("Guy-Tek").

Avid owns numerous U.S. trademark registrations and applications for or including AVID.

Guy-Tek owns U.S. pending application serial no. 77/085,148 for the mark AVED. Avid has requested an extension of time to oppose this application.

In order to avoid a dispute between Avid and Guy-Tek, and to avoid a likelihood of confusion arising from the registration of Guy-Tek's pending application, the parties agree as follows:

1. Guy-Tek shall not dispute Avid's use, or registration, of the mark "AVID" or any mark containing the word "AVID".
2. Within ten business days from the date of this Agreement, Guy-Tek shall submit a request to the United States Patent and Trademark Office ("USPTO"), with a copy to Avid, to amend the description of goods in U.S. pending application serial no. 77/085,148 to:

Audio/video equipment, namely, stand-alone and server-based pay per play and free play jukeboxes for playing music videos, remote terminals with touch screen input for use with pay per play and free play jukeboxes, and hand-held controllers for use with pay per play and free play jukeboxes for controlling play of music videos.

3. Avid shall not dispute Guy-Tek's use or registration of the mark "AVED" in connection with the goods and services described in U.S. pending application serial no. 77/085,148, as amended above.
4. In the event that the USPTO does not amend the '148 application by July 2, 2008, Avid may file a Notice of Opposition to preserve its rights. Guy-Tek hereby consents to the suspension of the Opposition. Once the amendment set forth in Paragraph 2 is made, Avid shall dismiss the Opposition within five business days of receipt of notice of the amendment.
5. If any Guy-Tek trademark application or registration prevents Avid from registering the AVID mark or a mark containing "AVID," Guy-Tek shall assist Avid in the registration of those Avid marks. Such assistance shall include, but is not limited to, executing a consent or coexistence agreement suitable for filing with the relevant trademark authority.



6. If any Avid trademark application or registration prevents Guy-Tek from registering the AVED standard character mark or a standard character mark containing "AVED" in connection with the goods and services described in U.S. pending application serial no. 77/085,148, as amended above, Avid shall assist Guy-Tek in the registration of those AVED marks. Such assistance shall include, but is not limited to, executing a consent or coexistence agreement suitable for filing with the relevant trademark authority.
7. If the parties become aware of any actual or likely confusion between Avid's use of the AVID Marks and Guy-Tek's use of AVED, the parties shall cooperate and take reasonable additional steps to allow the marks to coexist and be used without confusion in a manner consistent with this Agreement.
8. Any notice required by this Agreement shall be addressed as follows:

To Avid:

Avid Technology, Inc.  
ATTN: Trademark Administrator  
Tewksbury, MA 01876  
Fax: (978) 851-7216  
E-mail: trademarks@avid.com


To Guy-Tek:

Josephine E. Chang, Esq.  
Christie, Parker & Hale, LLP  
350 W. Colorado Blvd., Suite 500  
Pasadena, CA 91105  
Fax: (626) 577-8800  
E-mail: josephine.chang@cph.com

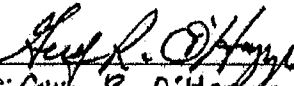
9. This Agreement supersedes any prior agreement between the parties relating to the subject matter of this Agreement, embodies the entire agreement of the parties, and may be modified only by a written agreement signed by authorized representatives of the parties. This Agreement shall inure to the benefit of, and be binding upon, the parties to this Agreement and each of their affiliates, officers, directors, shareholders, employees, predecessors, successors and assigns. This Agreement may be executed by facsimile and in counterparts, each of which shall be treated as an original. If any part of this Agreement is void, voidable or unenforceable, the remaining parts shall remain in full force and effect. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without reference to its conflict of laws provisions. The scope of this Agreement is worldwide.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed by their duly authorized officers to be effective on the day and year first set forth above.

AVID TECHNOLOGY, INC.

By:   
Name: Paige Parisi  
Title: General Counsel

GUY-TEK, INC.

By:   
Name: Guy R. O'Hara  
Title: President / CEO

JEC PAS797628.1-\* -07/1/08 9:51 AM



**CERTIFICATE OF MAILING AND SERVICE**

I certify that on July 30, 2008, the foregoing **MOTION TO AMEND GOODS IDENTIFICATION** is being electronically transmitted to the Commissioner for Trademarks:

Commissioner for Trademarks  
P.O. Box 1451  
Alexandria, VA 22313-1451

It is further certified that on July 30, 2008, the foregoing **MOTION TO AMEND GOODS IDENTIFICATION** is being served by mailing a copy thereof by first-class mail addressed to:

Daniel L. Scales, Esq.  
IP Counsel  
Avid Technology, Inc.  
One Park West  
Tewksbury, MA 01876

By



\_\_\_\_\_  
Lindsey Lin  
Christie, Parker & Hale, LLP  
P.O. Box 7068  
Pasadena, CA 91109-7068