

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

In the matter of Application Serial No. 76/286,667

JOHNSON & JOHNSON,

Opposer

v.

Opposition No. 91185443

TTAB

FARMACIA CHEMISTS LIMITED

Applicant.

Honorable Commissioner for Trademarks
Trademark Trial and Appeal Board
P.O. Box 1451
Alexandria, Virginia 22313-1451

AMENDMENT

As part of a settlement agreement with Opposer JOHNSON & JOHNSON (copy enclosed), kindly amend the captioned application by inserting the following wording:

“The portion of the mark comprised of a cross design is not displayed in the color red or a colorable imitation thereof and is not used and will not be used in the color red or a colorable imitation thereof.”

It is requested that this description of the mark be printed on the Certificate of Registration.



11-21-2008

Dated: November 19 2008
New York, New York

Respectfully Submitted,

GRAHAM, CAMPAIGN P.C.

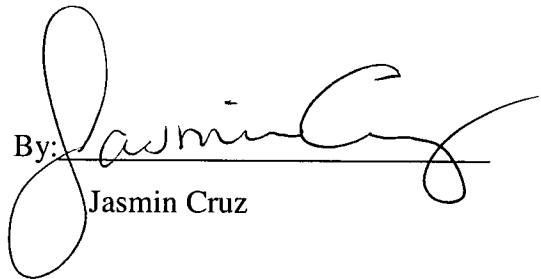
By: 
H. John Campaign

Attorneys for Applicant
The Bar Building
36 West 44th Street
Suit 1201
New York, N.Y. 10036-8178
Telephone (212) 354-5650

CERTIFICATE OF SERVICE

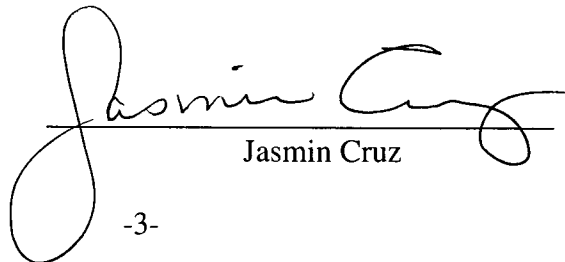
I hereby certify that a true and correct copy of the foregoing amendment is being by first class mail, postage prepaid, addressed to Opposer's domestic representative and attorney of record on November 19, 2008:

Mary Pat A. Weyback Esq.
Drinker Biddle & Reath LLP
1500 K Street, N.W., Suite 1100
Washington D.C. 20005-1209

By: 
Jasmin Cruz

CERTIFICATE OF MAILING

I hereby certify that the foregoing, Amendment is being deposited with the U.S. Postal Service, via first-class mail, with sufficient postage prepaid, in an envelope addressed to: Honorable Commissioner for Trademarks, Trademark Trial and Appeal Board, P.O. Box 1451, Alexandria, VA 22313-1451 on this 19, day of November, 2008.


Jasmin Cruz

AGREEMENT

THIS AGREEMENT is made this 17th day of September 2008, by and between JOHNSON & JOHNSON, a New Jersey corporation, having an address at One Johnson & Johnson Plaza, New Brunswick, New Jersey 08933-7001 ("J&J") and FARMACIA CHEMISTS LIMITED, an English company, having an address at 169 Drury Lane, London, WC2B 5QA, England ("Applicant").

RECITALS

- A. J&J has used and registered the marks RED CROSS and a Red Cross Design in connection with medical and surgical dressings, first aid kits, skin creams, and other health care products since long prior to 1905, as evidenced by its ownership of U.S. Reg. Nos. 54,308; 1,870,955; 1,888,143; 1,889,576; 2,515,970 and 3,178,913.
- B. Applicant is the owner of application Ser. Nos. 76/286,656 – FARMACIA 123 & Cross Design and 76/286,667 – FARMACIA WELLBEING & Cross Design for retail store services featuring healthcare products in class 35.
- C. J&J has made known its concern to Applicant that there may be a likelihood of confusion, mistake or deception with J&J's RED CROSS and Red Cross Design marks if the Cross Design feature of Applicant's mark appears in red on a white background or a colorable imitation thereof.
- D. The parties are desirous of avoiding any likelihood of confusion, mistake or deception by the public resulting from the use of their respective marks incorporating a Cross Design.

UNDERTAKINGS

NOW, ~~THEREFORE~~ in consideration of the above Recitals, the mutual promises and undertakings set forth in this Agreement, and other good and valuable consideration being extant, the parties agree as follows:

1. Applicant shall not use or register the Cross Design feature of the mark displayed in Ser. Nos. 76/286,666 and 76/286,667 in whole or in part in the color red or a colorable imitation thereof.
2. J&J will not object to the registration of Ser. Nos. 76/286,666 and 76/286,667 provided that Applicant amends the applications to include the following statement in the Description of the Mark and to request that this description be printed on the certificates of registration:

The portion of the mark comprised of a cross design is not displayed in the color red or a colorable imitation thereof, and is not used and will not be used in the color red or a colorable imitation thereof.

3. Applicant will enter the foregoing Description of the Mark in connection with any other pending or future applications containing a cross design as displayed in Ser. Nos. 76/286,666 and 76/286,667.
4. J&J will not object to the use of the mark shown in Ser. Nos. 76/286,666 and 76/286,667 provided that Applicant complies with the terms of paragraphs 1 and 2, above.
5. Notwithstanding the foregoing, in the event that the United States Patent and Trademark Office ("PTO") fails to enter the requested description of the mark such that the description will appear on the Certificate of Registration, J&J reserves the right to oppose the application(s) for the sole purpose of ensuring the proper entry of the description.
6. Each party may freely assign its marks as set forth in this Agreement. However, by taking an assignment, an assignee shall be deemed to have accepted all of the rights and to perform all of the obligations of the assignor under this Agreement.
7. 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 consent of the parties in writing.
8. This Agreement constitutes and shall be deemed a contract made under the laws of the State of New Jersey for any and all purposes, and shall be interpreted and enforced in accordance with such laws.
9. Each of the parties hereto warrants that it has the authority to bind itself by the signature of the person who signs this Agreement.
10. 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 to be executed as of the last date on which a party signs a counterpart to this Agreement.
11. In the event that Applicant breaches this Agreement, the parties acknowledge that J&J will suffer immediate and irreparable injury and will have no adequate remedy at law.

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

Date: 9-4-08, 2008

JOHNSON & JOHNSON
By: Kaye Foster-Cheek
Title: Vice President

Date: 18 Oct, 2008

FARMACIA CHEMISTS LIMITED
By: [Signature]
Title: SANJAY BHANDARI