

ESTTA Tracking number: **ESTTA291563**

Filing date: **06/24/2009**

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

Proceeding	91188208
Party	Defendant Nuestra Senora De La Soledad S. Coop. De C-LMC-LM
Correspondence Address	WILLIAM H. HONAKER DICKINSON WRIGHT, PLLC 38525 WOODWARD AVE STE 2000 BLOOMFIELD HILLS, MI 48304-5092 whonaker@dickinsonwright.com
Submission	Motion to Suspend for Settlement Discussions
Filer's Name	William H. Honaker
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Signature	/William H. Honaker/
Date	06/24/2009
Attachments	Request_for_Suspension_Settlement_Agreement.pdf (4 pages)(33089 bytes)

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re the opposition of)
)
HONEST TEA, INC.)
Plaintiff)
v.)
)
NUESTRA SENORA DE LA SOLEDAD)
S. COOP. DE C-LM C-LM)
Defendant)
)

REQUEST FOR SUSPENSION

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

Dear Sir:

The parties believe they have settled the opposition and are in discussions to finalize an agreement.

A proposed settlement agreement between the parties is submitted herewith.

In view of the foregoing, the parties would like to request a three week suspension of time to resolve the opposition.

Date June 24, 2009

By: William H. Honaker/
William H. Honaker,
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Attorneys for Defendant

SETTLEMENT AGREEMENT

This settlement Agreement (hereinafter "Agreement"), made and effective as of this ____ day of _____ 2009, (the "Effective Date"), is entered into by and between Honest Tea, Inc. (hereinafter referred to as Honest), a corporation of Delaware, with its principle place of business at 4827 Bethesda Avenue, Bethesda, MD 20814, and Nuestra Senora De La Soledad S. Coop. De C-L-M (hereinafter referred to as Nuestra), a corporation of Spain, having an address of Avda. Constitucion, 58, Fuente Pedro Naharro, Spain, 16411.

WHEREAS Honest is the owner of all right and interest in and to U.S. Registration Nos. 2,271,571 covering the mark HONEST TEA; 3,436,920 covering the mark HONEST KIDS and 3,140,355 covering the mark HONEST ADE.

WHEREAS Nuestra filed Application Serial No. 77/390,102 for the mark "HONEST and Design" for use in connection with "wine" (Class 33). The Application is currently pending in the PTO;

WHEREAS Honest and Nuestra desire to resolve this dispute amicably, and without the need for protracted litigation or further proceedings before the PTO.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed by and between Honest and Nuestra as follows:

1. Nuestra agrees to use HONEST only in connection with wine and agrees not to register HONEST separate and apart from the composite mark with the design.
2. In consideration of paragraph 1, Honest agrees to withdraw Opposition No. 91188208 and also agrees not to oppose or otherwise challenge Nuestra's use of HONEST or registration of HONEST and design, Application No. 77/390,102 in connection with wine.

3. Honest and Nuestra acknowledge and agree that this Agreement is a compromise of disputed claims and neither this Agreement, nor the consideration provided pursuant to this Agreement, shall be construed to be an admission or concession by either Honest or Nuestra with respect to any fact, liability or fault.

4. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns, including any acquirer of substantially all of the assets of a party hereto.

5. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof and this Agreement shall be construed in all respects as if the invalid or unenforceable provision had been revised to the minimum extent necessary to make it valid and fully enforceable under applicable law.

6. This Agreement represents the parties' entire understanding and supersedes all previous representations, understandings or agreements, oral or written, between them with respect to the subject matter hereof; and cannot be modified except by a written instrument signed by the parties hereto.

7. Each individual signing this Agreement warrants and represents that he has the full authority and is duly authorized and empowered to execute this Agreement on behalf of the party for which he signs.

8. This Agreement shall be governed by the laws of New York, including any action arising out of this Agreement.

9. Each party represents that it has had the opportunity to consult with the counsel of its choice in connection with the matters leading up to and including the negotiation and

execution of this Agreement and that it has read and understands the entire Agreement and desires to be bound thereby.

10. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which will constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have hereunder executed this agreement in a set of four originals this _____ day of _____, 2009.

HONEST TEA,INC.

By: _____

Title: _____

Date: _____

NUESTRA SENORA DE LA
SOLEDAD S. COOP. DE C-L-M

By: _____

Title: _____

Date: _____