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

Proceeding	91202157
Party	Defendant QRI Investment Fund, LLC
Correspondence Address	JONATHAN W RICHARDS WORKMAN NYDEGGER 1000 EAGLE GATE TOWER, 60 E SOUTH TEMPLE SALT LAKE CITY, UT 84111-1004 UNITED STATES jrichards@wnlaw.com
Submission	Other Motions/Papers
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Date	07/09/2012
Attachments	QRIF Stipulated Motion to Dismiss.pdf (3 pages)(234739 bytes)

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

QUANTUM ENERGY PARTNERS, LLC,

Opposer,

v.

QRI INVESTMENT FUND, LLC,

Applicant.

Opposition Nos. 91202157 and 91202157

STIPULATED MOTION TO DISMISS

COME NOW QUANTUM ENERGY PARTNERS, LLC, Opposer in the above styled and number Opposition Proceedings ("QEP"), and QRI INVESTMENT FUND, LLC, Applicant in the above styled and number Opposition Proceedings ("QRI"), and jointly move for dismissal of the above styled and number Opposition Proceedings, without prejudice, and for such would show:

1. Opposer and Applicant have voluntarily reached an agreement to resolve their differences and settle the Opposition Proceedings in their entireties. A copy of the Settlement Agreement is attached as Exhibit A hereto.

2. Pursuant to the Settlement, QRI agrees and does hereby voluntarily withdraw U.S. Trademark Application Serial Nos. 85244372 and 85244378, without prejudice to refiling same, and QEP hereby consents to such voluntary withdrawal of said applications without prejudice to refiling same.

3. QEP and QRI hereby stipulate to dismissal of Opposition Nos. 91202157 and 91202158, without prejudice to either party.

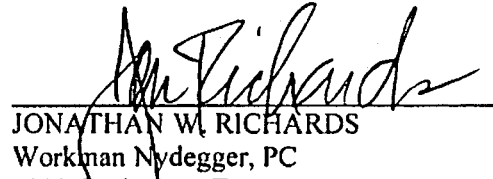
WHEREFORE, the parties do hereby move for dismissal of Opposition Nos. 91202157 and 91202158, without prejudice to either party.

SIGNED AND EFFECTIVE as of April 16, 2012.



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COUNSEL FOR OPPOSER, QUANTUM
ENERGY PARTNERS, LLC



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COUNSEL FOR APPLICANT, QRI
INVESTMENT FUND, LLC

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT, effective as of April 1, 2012, is made by and between QUANTUM ENERGY PARTNERS, LLC, a Delaware limited liability company, having an address of 5 Houston Center, 1401 McKinney Street, Suite 2700, Houston, Texas 77010 ("QEP"), and QRI INVESTMENT FUND, LLC, a Delaware limited liability company, having an address of 2 Houston Center 909 Fannin Street, Suite 2200 Houston TEXAS 77010 ("QRI");

WHEREAS, on or about February 16, 2011, QRI filed with the U.S. Patent and Trademark Office ("USPTO") two intent-to-use applications to register the mark QUANTUM RESERVOIR INVESTMENT FUND as a word mark and as a stylize mark, such applications having been assigned U.S. Trademark Application Serial Nos. 85244372 and 85244378, respectively;

WHEREAS, following preliminary approval and publication of QRI's applications, QEP formally opposed such applications by filing with the USPTO trademark opposition proceedings, which were assigned Trademark Opposition Nos. 91202157 and 91202158 and which are currently pending before the Trademark Trial and Appeal Board of the USPTO;

WHEREAS, on motion by QRI, the two separate opposition proceedings were consolidated into a single proceeding, with Opposition No. 91202157 being designated as the "parent" case;

WHEREAS, the parties have voluntarily reached an agreement to settle the Opposition Proceedings in their entireties on the following terms and conditions;

NOW, THEREFORE, in consideration of the premises, the mutual covenants, promises and agreements set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby covenant, promise and agree as follows:

1. **Voluntary Withdrawal of QRI's Applications.** QRI agrees to voluntarily withdraw U.S. Trademark Application Serial Nos. 85244372 and 85244378, without prejudice to refiling same, and QEP hereby consents to voluntary withdrawal of said applications.
2. **Dismissal of Opposition Proceedings.** QEP and QRI hereby stipulate to dismissal of Opposition Nos. 91202157 and 91202158, without prejudice to either party.
3. **Costs and Attorney's Fees.** Each party shall bear its own costs and attorney's fees incurred in connection with the opposition proceedings.
4. **Entire Agreement.** This Agreement constitutes the full and complete agreement of the parties hereto with respect to the subject matter hereof and supersedes any and all prior understandings, whether written or oral.

5. **Amendment.** This Agreement may be changed, modified, or amended only by an instrument in writing duly executed by each of the parties hereto.

6. **Governing Law.** This Agreement shall be governed by and interpreted, construed and enforced in accordance with the laws of the State of Texas, excluding any conflicts of law rules that may require application of the laws of any other state or country.

7. **Headings.** The headings used in this Agreement are for convenience of reference only and shall not be used to interpret this Agreement.

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.


Opposer:

Applicant:

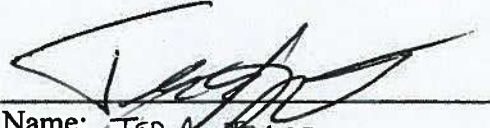
**QUANTUM ENERGY PARTNERS,
LLC**

QRI INVESTMENT FUND, LLC

By: _____


Name: JAMES V. BAIRD
Position: MANAGING DIRECTOR &
GENERAL COUNSEL

By: _____


Name: TED A. EZATT
Position: MANAGING PARTNER