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Filing date: **01/18/2016**

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

Proceeding	91222391
Party	Defendant Hamptons Glow, LLC
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Submission	Other Motions/Papers
Filer's Name	Frank J. Colucci
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Signature	/frank j. colucci/
Date	01/18/2016
Attachments	Stipulated Protective Order - Fully Executed.pdf(871966 bytes)

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

-----X	:	
S&G HAMPTON SUN, LLC,	:	
	:	
Opposer/Petitioner,	:	
	:	
v.	:	Opposition No. 91222391
	:	Cancellation No. 92062549
	:	
HAMPTONS GLOW, LLC,	:	
	:	
Applicant/Registrant.	:	
-----X	:	

STIPULATED PROTECTIVE ORDER

IT IS HEREBY STIPULATED AND AGREED by and between the parties to this opposition/cancellation proceeding, through their respective attorneys, as follows:

1. Any information furnished during the discovery proceedings in this opposition/cancellation proceeding by either party to the other party and designated "confidential":

(a) Shall be disclosed to no one except the attorneys and staff of Powley & Gibson, P.C. ("Opposer's/Petitioner's counsel"), two (2) representatives of Opposer/Petitioner, and any non-party experts retained by Opposer/Petitioner on Opposer's/Petitioner's side, which experts agree in writing to be bound by this Order and who have not been employed by Applicant/Registrant, and who have no known or perceived conflict of interest with Applicant/Registrant; and the attorneys and staff of Colucci & Umans ("Applicant's/Registrant's counsel"), two (2) representatives of Applicant/Registrant and any non-party experts retained by Applicant/Registrant on Applicant's/Registrant's side, which experts agree in writing to be bound by this Order and who have not been employed by Opposer/Petitioner, and who have no known or perceived conflict of interest with Opposer/Petitioner;

- (b) Shall be maintained in confidence;
- (c) Shall be used only for the purposes of this opposition/cancellation proceeding;

and

- (d) Shall not otherwise be disclosed or used by the parties.

2. Any information furnished during the discovery proceedings in this opposition/cancellation proceeding by either party to the other party and designated "Confidential-Counsel Only":

(a) Shall be disclosed to no one except the attorneys and staff of Powley & Gibson, P.C., and any non-party experts retained by Opposer/Petitioner on Opposer's/Petitioner's side which experts agree in writing to be bound by the terms of this Order; and the attorneys and staff of Colucci & Umans, and any non-party experts retained by Applicant/Registrant on Applicant's/Registrant's side which experts agree in writing to be bound by the terms of this Order;

- (b) Shall be maintained in confidence;
- (c) Shall be used only for the purposes of this opposition/cancellation proceeding;

and

- (d) Shall not otherwise be disclosed or used by the parties.

3. The designation of material as confidential material shall be deemed a representation that there is a reasonable basis for the belief that the material so marked is, in fact, confidential property of a party, as confidential and proprietary business information is defined under the law governing this proceeding, and the designation of the material shall be accomplished by employing the legend "CONFIDENTIAL" or "CONFIDENTIAL-COUNSEL ONLY", as follows:

(a) In the case of documents, the legend "CONFIDENTIAL" or "CONFIDENTIAL-COUNSEL ONLY" shall be placed on each page of the document prior to its production;

(b) In the case of information incorporated in answers to interrogatories, the legend shall be placed on each page of the interrogatory answers or the confidential portions thereof designated, if less than all of the interrogatory answers; and

(c) In the case of material revealed during a deposition, the producing Party's counsel may designate portions of a deposition or hearing as Confidential or Confidential-Counsel Only by making an appropriate statement at the time of the giving of such testimony, or by making a blanket designation of the entire transcript as Confidential or Confidential-Counsel Only, at the time of commencement or anytime during such deposition or hearing, or within seven (7) days after the deposition or hearing, subject to subsequent review and declassification of non-confidential portions, if any, of the transcript by the producing Party within thirty (30) days after receipt of such transcript by the producing Party. The producing Party's counsel shall notify counsel for the receiving Party of such declassification, if any, within such thirty (30) day period. If testimony at a deposition or hearing is designated Confidential or Confidential-Counsel Only, only those persons who may have access to such information under the terms of the Protective Order may be in attendance to hear testimony.

Any confidential designation which is inadvertently omitted during document production, in connection with a deposition or hearing, or in connection with any other discovery may be corrected by written notification to opposing counsel, and such documents or information shall thereafter be treated as confidential in accordance with the provisions of this Protective Order.

4. The following definitions shall be applicable:

(a) The term "counsel" shall refer only to those attorneys charged with the responsibility for and actively engaged in preparation for this opposition/cancellation proceeding and their regular employees and shall not include any attorney or individual regularly employed by either party or any affiliated company thereof;

(b) The term "non-party expert" shall refer to any person whom counsel may deem it necessary to consult for the preparation of this opposition/cancellation proceeding, but shall not include any employee, licensee or regularly employed consultant of the receiving party; and

(c) The term "staff" shall include the regular employees of Opposer/Petitioner and Applicant/Registrant active in this opposition/cancellation proceeding and any outside services used by Opposer's/Petitioner's or Applicant's/Registrant's counsel in connection with this opposition/cancellation proceeding.

5. The parties will use reasonable care to avoid designating any document or information as confidential which has been published or can be otherwise shown to be in the public domain. However, if the discovering party asserts that the document or information designated by the disclosing party as "Confidential" or "Confidential-Counsel Only" is not subject to the restrictions of this Order, the parties will make a good faith effort to resolve the dispute informally. If the dispute cannot be resolved by the parties, it may be presented to the Trademark Trial and Appeal Board ("TTAB") for resolution. The party challenging a confidentiality designation must file the required paperwork with the TTAB and shall have the burden to prove that a document or information marked as confidential is in fact not confidential.

6. All information subject to confidential treatment in accordance with the terms of this Stipulation and Order, and any pleadings, motions or other papers filed with the

Trademark Trial and Appeal Board disclosing any confidential information, shall be filed under seal and kept under seal until further order of the Trademark Trial and Appeal Board. Where possible, only confidential portions of filings with the Trademark Trial and Appeal Board shall be filed under seal. To facilitate compliance with this Order by the Trademark Trial and Appeal Board, material filed under the designation "Confidential" or "Confidential Counsel Only" shall be contained in a sealed envelope bearing such designation on its front face. In addition, the envelope shall bear the caption of the case, shall contain a concise, non-disclosing inventory of its contents for docketing purposes, and shall state thereon that it is filed under the terms of this Order.

7. At any hearing, the parties agree to make a good faith effort to maintain the confidentiality of any document marked "Confidential" or "Confidential-Counsel Only" pursuant to the terms of this Order.

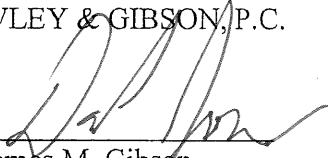
8. Within thirty (30) days of the conclusion of this opposition/cancellation proceeding by Order of the Trademark Trial and Appeal Board or otherwise, each party will return to the other side "Confidential" information and material, including all copies, summaries and abstracts of the confidential material which belong to the other side, or shall certify in writing that all such information and material has been destroyed.

9. Upon agreement by all counsel, any third party may agree to be bound by this Order by executing the designation attached as Exhibit A. Exhibit A is to be executed by any expert retained by either party or its counsel. Following execution, the document (Exhibit A) shall be retained by the counsel of record retaining said expert. This document shall include the certification of no conflict of interest or perceived conflict of interest. In the event of any dispute between the parties over expert issues and relating to the language of this Order, counsel will be

required to lodge the signed agreement by the expert, under seal and for the Board's in camera inspection, upon five days notice and demand by the opposing party. This arrangement will allow the Board to monitor compliance with this Order in the event of a dispute.


Dated: New York, New York
January 14, 2016

POWLEY & GIBSON, P.C.

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S&G Hampton Sun, LLC*

Dated: New York, New York
January 8, 2016

COLUCCI & UMANS

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*Attorneys for Applicant/Registrant
Hamptons Glow, LLC*

SO ORDERED

This ___ day of _____, 2016

Trademark Trial and Appeal Board

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

-----X
S&G HAMPTON SUN, LLC, :
 :
Opposer/Petitioner, :
 :
v. : Opposition No. 91222391
 : Cancellation No. 92062549
 :
HAMPTONS GLOW, LLC, :
 :
Applicant/Registrant. :
-----X

**DESIGNATION OF THIRD PARTY TO
BE BOUND BY PROTECTIVE ORDER
AND CERTIFICATE OF NO CONFLICT**

I, _____ of _____ desire to be bound by the Protective Order entered in this matter by the Trademark Trial and Appeal Board on _____, 2016, a copy of said Order being attached hereto. I have read said Order and I agree to be bound by all provisions thereof. I further certify that I have not been employed by the opposing party in this opposition/cancellation proceeding, nor am I aware of any conflict of interest with the opposing party in this proceeding.

Dated:

By: _____

Name:

Title:

EXHIBIT A