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Filing date: **12/06/2019**

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

Proceeding	91232147
Party	Plaintiff Life Is Beautiful, LLC
Correspondence Address	LORI N BOATRIGHT BLAKELY SOKOLOFF TAYLOR & ZAFMAN LLP 12400 WILSHIRE BLVD, 7TH FL LOS ANGELES, CA 90025 UNITED STATES tm_filings@bstz.com, lori_boatright@bstz.com, cassidy_merriam@bstz.com, lori.boatright@lozaIP.com, lori.n.boatright@gmail.com 310-207-3800
Submission	Withdrawal of Opposition
Filer's Name	Tamerlin J. Godley
Filer's email	tamerlin.godley@mto.com, cheryl.tillotson@mto.com
Signature	/s/ Tamerlin J. Godley
Date	12/06/2019
Attachments	91232147.pdf(548519 bytes )

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

Life Is Beautiful, LLC,  
  
                    Opposer,  
  
          vs.  
  
Amusement Art, LLC,  
  
                    Applicant.

Opposition No. 91232147  
Mark: LIFE IS BEAUTIFUL  
Serial No.: 86969619  
Filing Date: April 8, 2016  
Date of Publication: July 12, 2016

**OPPOSER’S WITHDRAWAL OF OPPOSITION**

Pursuant to the co-existence agreement between the parties, Opposer Life Is Beautiful, LLC hereby withdraws its above-identified Opposition against the Applicant subject to Applicant’s obligation to amend and/or refile its International Class 16 trademark application to be consistent with the parties’ co-existence agreement attached hereto as Exhibit A.

DATED: December 6, 2019

MUNGER, TOLLES & OLSON LLP

By:           /s/ Tamerlin J. Godley            
TAMERLIN J. GODLEY  
Attorneys for Life Is Beautiful, LLC

# **Exhibit A**

## **CO-EXISTENCE AGREEMENT**

This Co-Existence Agreement (this “Agreement”) is made and entered into as of October 24, 2019 by and between Life is Beautiful, LLC (“LIB”) on the one hand, and Amusement Art LLC and It’s a Wonderful World, Inc. (collectively “Amusement Art”), on the other hand (LIB and Amusement Art each are referred to herein individually as a “Party” and together as the “Parties”).

### **Recitals**

WHEREAS, Amusement Art is the applicant of USPTO trademark applications for the mark “Life Is Beautiful”, including, without limitation, Serial Nos. 86-912677, 86-947827, 86-917366, 86-952674, 86-947862 and 86-96961, for various goods and services (“Amusement Art Applications”).

WHEREAS, Amusement Art is the holder of: USPTO registered trademark No. 4971412 for the mark “Life Is Beautiful” in International Class 41 that currently identifies the following services: “Arranging, organizing, conducting, and hosting social entertainment events; Art exhibition services; Art exhibitions; Audio production services, namely, creating and producing ambient soundscapes, and sound stories for museums, galleries, attractions, podcasts, broadcasts, websites and games; Audio recording and production; Augmented reality video production; Book publishing; Organizing community festivals featuring primarily Art exhibitions and also providing film, fashion shows and exhibitions”; and USPTO registered trademark No. 4900580 for the mark “Life Is Beautiful” in International Class 6 for “cans of metal; keyrings of common metal; sculptures made of non-precious metal; sculptures of metal; statutes of non-precious metal; works of art of common metal; works of art of non-precious meal.”

WHEREAS, LIB is the applicant of USPTO trademark applications for the mark “Life Is Beautiful” in International Class 41, bearing Serial No. 87-085577, for “Planning, conducting and

hosting live music festivals; entertainment, namely, social entertainment festivals featuring music concerts, culinary demonstrations and tastings, wine, beer and spirits tastings, art installations and displays, and lectures and learning forums in the fields of culture, politics, music, food/drink, science/technology, the arts, current events and social media led by notable, celebrity or topical speakers.” (“LIB Class 41 Application”).

WHEREAS, in or around 2012, LIB adopted, and has continuously used since that time, the mark “Life is Beautiful” in connection with the annual music, food, art, and education festival it operates in Las Vegas and with related commercial activities.

WHEREAS, Amusement Art brought suit against LIB in the United States District Court for the Central District of California, *Amusement Art, LLC v. Life Is Beautiful, LLC et al.*, Case No. 2:14-cv-08290-DDP-JPR (“the District Court Action”) and LIB counterclaimed against Amusement Art in the District Court Action.

WHEREAS, the District Court granted summary judgment for LIB on Amusement Art’s claims against LIB and LIB’s counterclaims against Amusement Art on November 29, 2016, Docket No. 171, and awarded LIB attorneys’ fees on May 23, 2017, Docket No. 223.

WHEREAS, Amusement Art and LIB both appealed from the District Court’s rulings to the United States Court of Appeals for the Ninth Circuit (“Ninth Circuit”), *Amusement Art, LLC v. Life Is Beautiful, LLC et al.*, Case Nos. 17-55045, 17-55884, and 17-55888 (together with the District Court Action, the “Civil Action”).

WHEREAS, the Ninth Circuit affirmed the District Court’s grant of summary judgment for LIB on Amusement Art’s claims and award of attorney’s fees to LIB, reversed as moot the District Court’s grant of summary judgment for LIB on LIB’s counterclaims that LIB had voluntarily surrendered, and remanded to the District Court the attorney’s fees award to determine whether it should be reduced to account for time spent on LIB’s counterclaims.

WHEREAS, the Parties settled the two issues that remained outstanding in the Civil Action: (1) the amount of attorney's fees LIB was entitled to receive as the prevailing party on appeal; and (2) whether and by what amount the District Court's fee award should be reduced on remand from the Ninth Circuit.

WHEREAS, the parties are also engaged in litigation before the United States Patent and Trademark Office, Proceeding Nos. 064019, 232152, 232151, 232150, 232149, 232148 and 232147, regarding: the validity of Amusement Art's trademark bearing the registration number 4971412; Amusement Art's efforts to secure registered trademarks for the marks bearing Serial Nos. 86-405252, 86-912677, 86-947827, 86-917366, 86-952674, 86-947862, and 86-969619; and LIB's efforts to secure a registered trademark for the mark bearing Serial No. 87-085577 (collectively the "USPTO Actions").

WHEREAS Amusement Art and LIB have agreed to modify their trademark registrations and/or applications as set forth herein.

WHEREAS, LIB and Amusement Art both believe that there is not a likelihood of confusion between LIB and Amusement Art's use of the Life is Beautiful mark (the "Mark"), given the differences between the Parties' respective goods and services as set forth in Exhibits A and B.

NOW, THEREFORE, in consideration of the above recitals, and the covenants and conditions contained herein, LIB and Amusement Art do hereby agree as follows:

1. Amusement Art and all of its owned or affiliated entities hereby consent to LIB's use and registration of the Mark in connection with the goods and services as defined and limited in **Exhibit A** attached hereto (the "LIB Goods and Services"). In addition, Amusement Art hereby agrees not to: (a) seek to register with any governmental entity, the Mark in connection with the LIB Goods and Services; (b) challenge, contest or oppose LIB's right

- to use and/or register the Mark in connection with the LIB Goods and Services; or (c) object to LIB's use of the Mark with any of the LIB Goods and Services.
2. LIB and all of its owned or affiliated entities hereby consent to Amusement Art's use and registration of the Mark in connection with the goods and services defined in **Exhibit B** attached hereto (the "Amusement Art Goods and Services"). In addition, LIB agrees not to: (a) seek to register with any governmental entity, the Mark in connection with any of the Amusement Art Goods and Services; (b) challenge, contest or oppose Amusement Art's right to use and/or register the Mark in connection with the Amusement Art Goods and Services; or (c) object to Amusement Art's use of the Mark with any of the Amusement Art Goods and Services.
  3. Concurrent with the execution of this Agreement, the Parties shall execute the Consent Agreement attached hereto as **Exhibit C**. In the event that the USPTO issues an office action against Amusement Art as to any of its applications or as to LIB as to any of its applications on the basis of a likelihood of confusion between the Parties' goods and services, either Party may file the executed Consent Agreement with the USPTO for the purpose of acquiring registration. If after filing the Consent Agreement, the USPTO maintains any refusal to grant registration of any of the trademark applications, this Agreement and the Settlement Agreement shall nevertheless remain in full force and effect.
  4. The Parties agree that the intent of this Agreement is to allow the Parties to contemporaneously use the Mark for their respective goods and services, as defined and/or limited in **Exhibits A and B** attached hereto, subject to the terms of this Agreement and the Settlement Agreement.
  5. Each Party agrees that it will not at any time attempt to expressly associate itself with the other Party, except as otherwise agreed in writing.

6. This Agreement shall be in effect as long as each Party uses the Mark in commerce in connection with its respective goods and services. Specifically, should Amusement Art abandon the Mark in connection with the Amusement Art goods and services (as defined in Exhibit B hereto), LIB's obligations under this Agreement shall cease as to the Mark. If that occurs, Amusement Art will take the appropriate steps to have the registration or registrations designated abandoned in the USPTO and/or not object to steps by LIB to have the registration so designated. Likewise, should LIB abandon the Mark in connection with the LIB goods and services (as defined in Exhibit A hereto), Amusement Art's obligations under this Agreement shall cease as to the Mark. If that occurs, LIB will take the appropriate steps to have the registrations designated abandoned in the USPTO and/or not object to steps by Amusement Art to have the registration so designated.
7. If any provision of this Agreement is hereafter held to be invalid, illegal or unenforceable, the same shall not affect the remainder of this Agreement, which such remaining provisions of this Agreement shall be given full effect without regard to the invalid, illegal or unenforceable provision(s).
8. This Agreement shall be binding upon, inure to the benefit of, and be enforceable by, the Parties and their respective successors and assigns. This Agreement shall be binding upon any third party that uses the Mark in connection with the LIB Goods and Services under the instruction of, pursuant to the permission of, or for the benefit of LIB. This Agreement shall be binding upon any third party that uses the Mark in connection with the Amusement Art Goods and Services under the instruction of, pursuant to the permission of, or for the benefit of Amusement Art.
9. Nothing herein shall in any way be deemed or construed to create a partnership, joint venture, or principal/agent relationship between LIB and Amusement Art.



10. This Agreement may be amended only by an instrument in writing executed by the parties hereto.
11. This Agreement may be executed in two (2) or more identical counterparts, by facsimile or electronically, which, when delivered, shall constitute one in the same instrument and shall be enforceable as if all Parties had executed a single document.

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

DATED: OCT 24, 2019

Amusement Art LLC

By: Debora Guetta  
Name: DEBORA GUETTA  
Title: EXECUTIVE VICE PRESIDENT

DATED: \_\_\_\_\_, 2019

Life is Beautiful LLC

By: \_\_\_\_\_  
Name:  
Title:

DATED: OCT 24, 2019

It's a Wonderful World, Inc.

By: Debora Guetta  
Name: DEBORA GUETTA  
Title: EXECUTIVE VICE PRESIDENT

- 10. This Agreement may be amended only by an instrument in writing executed by the parties hereto.
- 11. This Agreement may be executed in two (2) or more identical counterparts, by facsimile or electronically, which, when delivered, shall constitute one in the same instrument and shall be enforceable as if all Parties had executed a single document.

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

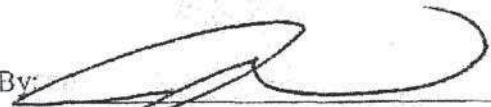
DATED: \_\_\_\_\_, 2019

Amusement Art LLC

By: \_\_\_\_\_  
Name:  
Title:

DATED: 10/31, 2019

Life is Beautiful LLC

By:   
Name: Justin Wenger  
Title: CEO

DATED: \_\_\_\_\_, 2019

It's a Wonderful World, Inc.

By: \_\_\_\_\_  
Name:  
Title:

QUITCLAIM AND AGREEMENT TO BE BOUND

The undersigned have read and understand the foregoing Agreement and hereby irrevocably quitclaim to Amusement Art LLC all rights ever owned by them or either of them in or to the Mark (as defined in the foregoing Agreement). The undersigned also agree to be bound by the consent given and agreements made by Amusement Art LLC and It's a Wonderful World, Inc. in the foregoing Agreement.

DATED: OCT 24, 2019

By:

  
\_\_\_\_\_  
Thierry Guetta

DATED: OCT 24, 2019

By:

  
\_\_\_\_\_  
Debora Guetta

**EXHIBIT A**

**LIB's Goods and Services**

Planning, conducting and hosting live music festivals; entertainment, namely, social entertainment festivals featuring music concerts, culinary demonstrations and tastings, wine, beer and spirits tastings, art installations and displays, and lectures and learning forums in the fields of culture, politics, music, food/drink, science/technology, the arts, current events and social media led by notable, celebrity or topical speakers to the extent such listed activities are incidental to LIB's music festival business; materials created or distributed to advertise, publicize, or promote LIB's music festivals and goods and services incidental thereto; and all goods and services sold, displayed, or distributed on the grounds of or incidental to its festivals. Nothing in Exhibit B below shall limit LIB's use of the Mark as herein permitted and LIB may use the Mark in any and all ways that are incidental to its music festival business.

**EXHIBIT B**

**Amusement Art's Goods and Services**

Art exhibition services; Art exhibitions; Art works, including art prints, paintings, works of art made of paper, lithographic works of art, works of art of wood, wax, plaster or plastic, cans of metal, keyrings of common metal, sculptures made of non-precious metal, sculptures of metal, statues of non-precious metal, works of art of common metal, and works of art of non-precious metal; Materials created or distributed to advertise, publicize, or promote any such art exhibition services, art exhibitions, or art works; To the extent sold, displayed, or distributed on the grounds of or incidental to any such art exhibitions or art works, goods and services, including music, and food/drink. Nothing in Exhibit A above shall limit AA's use of the Mark as herein permitted and AA may use the mark in any and all ways that are incidental to its art exhibition services, art exhibitions, and/or art works. Notwithstanding the foregoing, AA shall not use the word "festival" or "festivals" in connection with the Mark.

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

At the time of service, I was over 18 years of age and **not a party to this action**. I am employed in the County of Los Angeles, State of California. My business address is 350 South Grand Avenue, Fiftieth Floor, Los Angeles, CA 90071-3426.

On December 6, 2019, I served true copies of the following document(s) described as **OPPOSER's WITHDRAWAL OF OPPOSITION** on the interested parties in this action as follows:

MICHAELANGELO G LOGGIA  
AMUSEMENT ART LLC  
1110 SEWARD STREET  
LOS ANGELES, CA 90038  
UNITED STATES

**BY MAIL:** I enclosed the document(s) in a sealed envelope or package addressed to the persons at the addresses listed in the Service List and placed the envelope for collection and mailing, following our ordinary business practices. I am readily familiar with the firm's practice for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service, in a sealed envelope with postage fully prepaid.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct and that I am employed in the office of a member of the bar of this Court at whose direction the service was made.

Executed on December 6, 2019, at Los Angeles, California.

/s/ Jeremy K. Beecher  
\_\_\_\_\_  
Jeremy K. Beecher