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Filing date: **05/30/2023**

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

Proceeding no.	91276629
Party	Defendant I Creative LLC
Correspondence address	LAUREN JACKSON THE L. RENEE GROUP LLC 5415 CONNECTICUT AVE NW, APT 311 WASHINGTON, DC 20015 UNITED STATES Primary email: hello@laurenrjackson.com Secondary email(s): mslrjackson@gmail.com 646-644-3667
Submission	Withdrawal Of Application
Filer's name	Lauren R. Jackson
Filer's email	hello@laurenrjackson.com
Signature	/Lauren R. Jackson/
Date	05/30/2023
Attachments	Final Stipulated Agreement _ CULTURE CULTURE_ Opposition NO. 91276629 .pdf(417328 bytes )

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

**TF Intellectual Property Pty Ltd., et al.**

Opposer,

v.

**I Creative LLC,**

Applicants.

Opposition No. 91276629  
Application Serial No. 90411333

**Mark: CULTURE CULTURE**

**STIPULATED AGREEMENT**

It is hereby stipulated that the opposition filed by TF Intellectual Property Ltd., and the subsequent additional party, Culture Kings USA, Inc., be sustained.

Pursuant to the Agreement attached as Exhibit A, Applicant I Creative LLC (“Applicant” or “I CREATIVE”) hereby withdraws its application for **CULTURE CULTURE** Serial No. 90411333.

Respectfully submitted,

*/s/ Lauren R. Jackson*


Lauren R. Jackson  
The L. Renee Group LLC  
5415 Connecticut Avenue NW  
Washington, DC 20015  
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*Attorney for Applicant*

**EXHIBIT A**

## TRADEMARK COEXISTENCE AGREEMENT

This Trademark Coexistence Agreement (this “Agreement”), dated as of the date on which the last of the parties hereto executes this Agreement (the “Effective Date”), is by and between **TF Intellectual Property Pty Ltd**, a Proprietary Limited Company, organized under the laws of Australia, with offices located at 39 Kerry Road, Archerfield, QLD 4108, Australia (“TFIP”), **Culture Kings USA, Inc.**, a Delaware corporation, having an address of 100 Montgomery Street, Suite 1600, San Francisco, CA 94104 (“Culture Kings”) and **I Creative LLC**, a Texas limited liability company, with offices located at 2441 Texoma Drive, Little Elm, Texas 75068 (“I Creative”) (with each individually referred to as “Party” and collectively as the “Parties”).

**WHEREAS**, TFIP and/or Culture Kings owns the United States Trademarks for **CULTURE KINGS**, including U.S. Trademark Registration No. 4801658 for Culture Kings, and U.S. Trademark Applications Serial No. 90370048 for culture , Serial No. 90369944 for **CULTURE KINGS**, Serial No. 79153005 for **CULTURE KINGS**, Serial No. 79307360 for **CULTURE KINGS**, and Serial No. 79303725 for **CULTURE KINGS**, as more fully detailed in Appendix A hereto (the “**CULTURE KINGS Marks**”);

**WHEREAS**, I Creative owns the United States Trademark Application for **CULTURE CULTURE** Serial No. 90411333, for “*Hats; Sweatsuits; Baseball caps and hats; Headwear for men, women and young adults; Hooded sweatshirts for men, women and young adults.; Hoodies; Jackets for men, women and young adults; Sweatpants for men, women and young adults; Women's clothing, namely, shirts, dresses, skirts, blouses*” in Class 25 (the “I Creative Goods”);

**WHEREAS**, I Creative agrees to withdraw its Application Serial No. 90411333 for **CULTURE CULTURE**;

**WHEREAS**, I Creative desires to register the trademark **CULTURE CULTURE LIFE** (“the Amended Mark”);

**WHEREAS**, TFIP, Culture Kings and I Creative agree that, subject to the restrictions and conditions set forth herein, the **CULTURE KINGS Marks** and the Amended Mark can coexist in the marketplace; and

**WHEREAS**, TFIP, Culture Kings and I Creative wish to enter into this Agreement setting forth their rights and obligations with respect to their concurrent use of their respective marks pursuant to the terms and conditions of this Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The Parties agree as follows:
  - 1.1. Within ten (10) business days of the Effective Date, I Creative agrees to withdraw its Trademark Application Serial No. 90411333;

- 1.2. I Creative agrees to cease use of the mark CULTURE CULTURE. Within thirty (30) days of the Effective Date, I Creative will certify in writing to TFIP and Culture Kings that it has ceased all uses of CULTURE CULTURE, except insofar as I Creative uses “CULTURE CULTURE LIFE”
  - 1.3. Provided that I Creative is in compliance with this Agreement, TFIP and Culture Kings agree not to Oppose Application Serial No. 97299313 (CULTURE CULTURE LIFE).
  - 1.4. TFIP and Culture Kings consent to and shall not assert any challenge or bring any action (including, but not limited to, any action for trademark infringement, trademark dilution, or unfair competition) based on I Creative’s ownership, use, and registration of the Amended Mark in connection with I Creative’s Goods.
  - 1.5. Provided that TFIP and Culture Kings are in compliance with this Agreement, I Creative consents to and shall not assert any challenge or bring any action (including, but not limited to, any action for trademark infringement, trademark dilution, or unfair competition) based on TFIP and/or Culture Kings’s ownership, use, and registration of the CULTURE KINGS Marks in connection with the CULTURE KINGS Goods.
  - 1.6. The Parties acknowledge and agree that because of the specific differences by and among the Culture Kings Marks and the Amended Mark in appearance, sound, and connotation, and because of the discerning nature of potential consumers likely to encounter the Culture Kings Marks and the Amended Mark in commerce, consumer confusion between the Culture Kings Marks and the Amended Mark is not likely.
  - 1.7. Each Party agrees that it will not advertise or promote goods under its respective mark in a manner that implies that such Party or its goods are affiliated or connected with the other Party or the other Party's goods.
2. Term. This Agreement shall continue in full force and effect without limitation of term unless (a) the Parties mutually agree in writing to terminate this Agreement; or (b) TFIP or Culture Kings abandon their rights in all of the CULTURE KINGS Marks in the United States.
3. Representations and Warranties. Each Party represents and warrants to the other Parties that it is duly organized, validly existing, and in good standing as represented herein under the laws and regulations of its jurisdiction of incorporation or organization. Each Party represents and warrants that it has the full right, power, and authority to enter into this Agreement and perform its obligations hereunder. Each Party further represents and warrants that, when executed and delivered by such Party, this Agreement will constitute the legal, valid, and binding obligation of such Party enforceable against such Party in accordance with its terms. EXCEPT FOR THE EXPRESS WARRANTIES CONTAINED HEREIN, EACH PARTY HEREBY DISCLAIMS ANY WARRANTY, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, UNDER THIS AGREEMENT.

4. Costs. Each Party shall bear its own costs and attorneys' fees in connection with the performance of this Agreement.

5. Miscellaneous.

5.1 Relationship of the Parties. The relationship between the Parties is solely that of Parties to this Agreement. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

5.2 Cooperation in the Event of Actual Confusion. In the event that either Party becomes aware of any actual confusion resulting from the simultaneous use of the marks permitted by this Agreement:

(a) Such Party shall advise the other Parties within five (5) business days of the details of such confusion; and

(b) The Parties shall take commercially reasonable steps to address the confusion and prevent its future occurrence.

5.3 Public Announcements. Neither Party shall issue or release any announcement, statement, press release, or other publicity or marketing materials relating to this Agreement or, unless expressly permitted under this Agreement, otherwise use the other Party's trademarks, without the written consent of the other Parties.

5.4 Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder shall be in writing and addressed to the parties as follows (or as otherwise specified by a party in a notice given in accordance with this section):

If to TFIP/ 39 Kerry Road, Archerfield, QLD 4108, Australia  
Culture Kings:

With a copy to Michael J. Kosma at  
mkosma@shermanhoward.com

If to I Creative: 2441 Texoma Drive, Little Elm, Texas 75068

With a copy to Lauren R. Jackson at  
hello@laurenjackson.com

Notices sent in accordance with this Section 5.4 shall be deemed effectively given: (a) when received, if delivered by hand (with written confirmation of receipt); (b) when received, if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by email (with confirmation of transmission), if sent during normal business hours of the recipient, and on the next business day, if sent after normal hours of the recipient; or (d) on the fifth (5<sup>th</sup>) day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid.

5.5 Entire Agreement. This Agreement constitutes the entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, whether written or oral, with respect to each subject matter.

5.6 Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

5.8 Assignment of Agreement and Marks. This Agreement is binding upon and inures to the benefit of the Parties hereto and their respective successors and assigns.

5.9 Amendment and Modification; Waiver. This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each Party hereto. No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

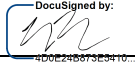
5.10 Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or provision is invalid, illegal, or unenforceable, the Parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner.

5.11 Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York without giving effect to any choice or conflict of law provision or rule that would cause the application of laws of any jurisdiction other than those of the State of New York.

5.12 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.


**TF Intellectual Property Pty Ltd**

By:  \_\_\_\_\_  
Name: Wesley Bryett  
Title: Director  
Date: 16 May 2023, 2023

**I Creative LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_, 2023

**Culture Kings USA, Inc.**

By:  \_\_\_\_\_  
Name: Ciaran Long  
Title: CFO  
Date: 16 May 2023, 2023



IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

**TF Intellectual Property Pty Ltd**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_, 2023

**I Creative LLC**

By: \_\_\_\_\_

Name: Pasha Coow

Title: owner

Date: 4/28, 2023

**Culture Kings USA, Inc.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_, 2023