

ESTTA Tracking number: **ESTTA1327989**Filing date: **12/12/2023**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE  
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

Proceeding no.	91285818
Party	Plaintiff Konscious Foods Inc.
Correspondence address	JOHN W. OLIVO, JR. OLIVO IP LAW GROUP, P.C. 9440 SANTA MONICA BLVD. STE 301 BEVERLY HILLS, CA 90210 UNITED STATES Primary email: jackolivo@olivoipg.com Secondary email(s): pto@olivoipg.com 310-562-1222
Submission	Withdrawal of Opposition
Filer's name	John W. Olivo, Jr.
Filer's email	jackolivo@olivoipg.com
Signature	/John W Olivo Jr/
Date	12/12/2023
Attachments	Opposition 91285818 Withdrawal Motion.pdf(857766 bytes )

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

KONSCIOUS FOODS, INC.,

Opposer,

v.

HODA MOHAJERANI

Applicant

Opposition No. 91285818

**MOTION TO WITHDRAW OPPOSITION**

Pursuant to 37 C.F.R. § 2.106(c) and TBMP §601, Opposer, Konscious Foods Inc., through counsel, hereby requests that the Trademark Trial and Appeal Board withdraw the above-referenced Opposition filed against Applicant. This withdrawal is subject to the terms of a resolution between the parties as evidenced by the attached Coexistence and Consent Agreement executed by both parties.

Accordingly, Opposer respectfully requests that the Board grant this Motion to Withdraw Opposer's Opposition.

Dated: December 12, 2023

Respectfully submitted,

By:



John W. Olivo Jr.  
jackolivo@olivoipg.com

Olivo IP Law Group, P.C.  
c/o Olivo IP Group, Inc.  
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Beverly Hills, CA 90210  
(310) 562-1222

*Attorney for Opposer  
Konscious Foods, Inc.*

## CERTIFICATE OF SERVICE

I hereby certify that on December 12, 2023, a copy of the foregoing MOTION TO WITHDRAW OPPOSITION has been duly served by email to Applicant's counsel at the below email addresses:

kathleen.brown@procopio.com

geena.jackson@procopio.com

IPLitCalendaring@procopio.com

A handwritten signature in black ink, appearing to read "John W. Olivo Jr.", is written over a horizontal line.

John W. Olivo Jr.

COEXISTENCE AND CONSENT AGREEMENT

THIS COEXISTENCE and CONSENT AGREEMENT ("Agreement") is entered into on 12/6, 2023, ("Effective Date") between KONSCIOUS FOODS INC., having a principal place of business at 251 Little Falls Drive, Wilmington, DE 19808 ("KONSCIOUS") and HODA MOHAJERANI, with an address at Rotenmuehlgass, Vienna, 11 20, Austria, and also having an address at 1968 S. Coast Hwy., Laguna Beach, CA 92651 ("MOHAJERANI"). KONSCIOUS and MOHAJERANI may also be referred to individually as "Party" or collectively the "Parties".

WHEREAS, KONSCIOUS is the owner of U.S. Registration No. 6809175, for CONSCIOUS FOODS in International Class 30; U.S. Application, U.S. Registration No. 7204279 for KONSCIOUS in International Class 29; and U.S. Application, Ser. No. 90495509 for KONSCIOUS FOODS, in International Class 29.

WHEREAS, MOHAJERANI is the owner of U.S. Application, Ser. No. 97073181, for CONSCIOUS NOURISHMENT FOR THE CONSCIOUS AGE, in International Class 3 and in International Class 29.

WHEREAS, KONSCIOUS filed Opposition No. 91285818, opposing MOHAJERANI'S U.S. Application for CONSCIOUS NOURISHMENT FOR THE CONSCIOUS AGE.

WHEREAS, neither Party is aware of any actual confusion nor believes that there is or will be a likelihood of confusion between their respective marks in the marketplace as long as the terms of this Agreement are followed.

WHEREAS, the Parties are desirous of confirming the coexistence of the respective marks without any confusion, and resolving amicably Opposition No. 91285818, and avoiding any confusion, mistake, or deception as to the source or sponsorship of the respective products offered by them under their respective marks.

NOW, THEREFORE, in consideration of the mutual promises herein, and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. MOHAJERANI agrees that its mark, CONSCIOUS NOURISHMENT FOR THE CONSCIOUS AGE, will not be used on product packaging unless said packaging also carries MOHAJERANI'S primary mark CHAKRA CHAI, which primary mark shall always appear on said product packaging in larger font than CONSCIOUS NOURISHMENT FOR THE CONSCIOUS AGE
2. The Parties shall use their respective marks in a manner calculated to avoid confusion and will cooperate and take reasonable actions to avoid confusion, including cooperation to obviate any confusion in the event that an instance of actual confusion should come to either Party's attention. If confusion does arise in the future the Parties will work together to differentiate their uses of their marks so that confusion is avoided.
3. KONSCIOUS agrees to withdraw its Opposition to the registration of CONSCIOUS NOURISHMENT FOR THE CONSCIOUS AGE.

4. This Agreement shall remain in effect as long as both Parties continue to use their respective trademarks in commerce; if either Party abandons its marks or ceases to use a mark without the intent to resume use of the mark, this Agreement shall terminate.
5. If any governmental Trademark Office requires additional documentation to give effect to the mutual consent given by the Parties herein to the use and registration of their respective trademarks, the Parties agree to take all reasonable steps (at their own expense) in a timely manner upon request to cooperate with one another and to provide the other Party with suitable letters of consent or other required documents.
6. In the event that a Party deems any action or omission by the other Party to be in default or breach of the terms of this Agreement, such Party shall notify the other Party of such breach and the other Party shall have sixty (60) days to cure such breach. In the event that a timely cure of such breach has not been effected, the non-breaching party shall have available any remedy in law or equity except for any remedies that would effect a modification or termination of all or any part of this Agreement. Any modifications to this Agreement shall only be effective if set forth in a writing signed by the parties hereto.
7. This Agreement will be binding on and inure to the benefit of the Parties, their successors, licensees, subsidiaries, divisions, affiliates, and all others acting by or through them or under their direction or in privity with them. This Agreement will also be binding upon any assignee of the marks by either Party.
8. This Agreement represents the entire agreement between the Parties with respect to the subject matter hereof, and no modification hereof shall be effective unless contained in a writing executed by both Parties.
9. Waiver by either Party of a breach of any provision hereof shall not be construed as a waiver of any subsequent breach thereof or of any other provision.
10. This Agreement may be executed in one or more counterparts, and by the different Parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. The exchange of a fully executed Agreement (in counterparts or otherwise) by electronic delivery in .pdf format shall be sufficient to bind the Parties to the terms and conditions of this Agreement.

KONSCIOUS FOODS INC.

Name: Kathleen Shannon

Title: VP Marketing

Date: 12/6/23



HODA MOHAJERANI



Date: 12/05/2023