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

Proceeding	92043598
Party	Plaintiff Eli Research, Inc. Eli Research, Inc. 2327 Englert Drive Suite 202 Durham, NC 27713
Correspondence Address	NEAL B. WOLGIN HUTCHISON & MASON PLLC 3110 EDWARDS MILL ROAD, SUITE 100 RALEIGH, NC 27612  nwolgin@hutchlaw.com, khollister@hutchlaw.com
Submission	Withdrawal of Cancellation
Filer's Name	Randall M. Whitmeyer
Filer's e-mail	fhatcher@hutchlaw.com, rwhitmeyer@hutchlaw.com
Signature	/rmw/
Date	02/23/2006
Attachments	Consent Agreement between GILC and ELI RESEARCH re REHAB REPORT.pdf ( 5 pages )

## CONSENT AGREEMENT

THIS CONSENT AGREEMENT (this "**Agreement**"), is made and dated as of November \_\_\_\_, 2004, by and between Eli Research, Inc., a North Carolina corporation with offices located in Durham, NC ("ELI"), and Global Information Licensing Corporation, a Florida corporation with offices located in Claymont, DE ("GILC").

WHEREAS, GILC is the owner by name change of U.S. Registration No. 2436370 for the registered trademark "REHAB CONTINUUM REPORT" (the "GILC Mark"), such name change being recorded with the United States Patent and Trademark Office at reel/frame 2440/0416; and

WHEREAS, American Health Consultants has used the GILC Mark under license from GILC in connection with "newsletters concerning the rehabilitation industry" (the "GILC Goods") since January 31, 1997; and

WHEREAS, ELI has applied for registration of the trademark "REHAB REPORT", U.S. Application Serial No. 76397764 (the "ELI Mark") for use in connection with "newsletters published periodically for occupational therapist practitioners in the rehabilitation industry" (the "ELI Goods"); and

WHEREAS, ELI had previously applied for registration of the trademark "REHAB REPORT", U.S. Application Serial No. 75718521 (the "Prior Pending ELI Application") for use in connection with newsletters concerning the healthcare industry, which such Prior Pending ELI Application was inadvertently abandoned; and

WHEREAS, ELI has used the ELI Mark in connection with newsletters concerning the healthcare industry, and more particularly newsletters published periodically for occupational therapist practitioners in the rehabilitation industry since at least as early as January 15, 1994; and

WHEREAS, ELI has commenced a cancellation proceeding before the Trademark Trial and Appeal Board (“TTAB”) against the GILC mark, said cancellation being accorded Cancellation No. 92043598 (the “Cancellation Petition”); and

NOW, THEREFORE, in consideration of the mutual agreements contained herein, the adequacy and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. GILC will not use the mark “REHAB REPORT” as a trademark in connection with “newsletters published periodically for occupational therapist practitioners in the rehabilitation industry”, or any other goods that are confusingly similar therewith.

2. GILC agrees to immediately amend the GILC Goods as set forth in U.S. Registration No. 2436370 to read as follows: “newsletters distributed by subscription related to cost cutting, reimbursement and outcomes management for inpatient and outpatient rehabilitation clinic directors” (the “Amended GILC Goods”). In the event the U.S. Patent and Trademark Office (“USPTO”) refuses to permit such an amendment, the parties hereto agree to negotiate in good faith a legally equivalent substitute amendment that is acceptable to the USPTO. In the event that the parties are unable to reach agreement on such a substitute amendment, or in the event that the USPTO will not accept an agreed-upon substitute amendment, this Agreement shall become null and void, and ELI shall be permitted to continue the Cancellation Petition, notwithstanding any provision herein to the contrary.

3. GILC may use, and ELI shall not object to GILC’s use of, anywhere in the United States, the GILC Mark in connection with the Amended GILC Goods.

4. GILC shall not oppose or otherwise object to ELI’s application to register the ELI Mark in connection with the ELI Goods, and shall not seek to cancel any registration issuing from such application.

5. GILC shall not use or attempt to register anywhere in the world the term "REHAB REPORT" as a trade name or a trademark, or expand its use anywhere in the world of the GILC Mark in connection with goods substantially similar to the ELI Goods.

6. ELI shall not use or attempt to register anywhere in the world the term "REHAB CONTINUUM REPORT" as a trade name or a trademark, or expand its use anywhere in the world of the ELI Mark in connection with goods substantially similar to the GILC Goods.

7. In the event that it comes to the attention of either party that there has been actual confusion regarding the GILC Mark and/or the ELI Mark, GILC and ELI agree to take steps to avoid any further confusion in the minds of consumers as to the source or origin of products or services sold under their respective marks.

8. For the reasons embodied by the terms of this Agreement, GILC hereby consents to the registration of the ELI Mark, as embodied in the pending U.S. Application Serial No. 76397764.

9. ELI will withdraw its Cancellation Petition contingent upon the USPTO allowing the amendment to the GILC Mark set forth in paragraph 2 above or a substantially similar amendment.

10. At no time shall either party contest or challenge the validity of this Agreement nor assist any third party in doing the same. The foregoing restriction is contingent upon each party's compliance with its obligations under this Agreement, and any breach by one [party will relieve the non-breaching party from such restriction.

11. Each party shall bear its own costs and legal fees arising out of the dispute that is the subject of this Agreement and/or out of the negotiation, drafting, implementation, or compliance with this Agreement.

12. The obligations under this Agreement shall be binding upon the parties and their successors, subsidiaries, and affiliates.

13. The parties agree to execute any further agreements, consents or other documents which may be reasonably necessary to carry out the spirit and intent of this Agreement.

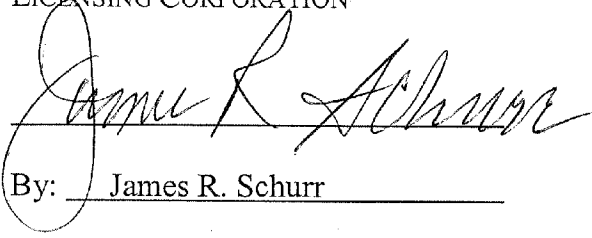
14. This Agreement contains the entire agreement between the parties hereto relating to the subject matter set forth herein and supersedes any previous negotiations, discussions, or understandings relating to such subject matter. Except as expressly set forth herein, neither party makes any representations or warranties.

15. This Agreement shall be governed and construed in accordance with the substantive laws of the State of New York without regard to any conflict of law provisions.

16. Each of the parties hereto agrees to treat as confidential the terms of this Agreement as well as any and all information received from the other in connection with the negotiation, execution and performance of this Agreement. Notwithstanding the preceding sentence, no party shall be obligated to keep confidential any information which: (i) is known to it (as evidenced by its written records) prior to the receipt thereof from the other; (ii) is disclosed to it without any knowledge of the recipient party of the existence of any obligation of the disclosing party not to disclose such information; (iii) is in the public domain or becomes generally known through no fault of either party; or (iv) is required to be disclosed by applicable law, rule, regulation, or court order. Notwithstanding the foregoing, the terms of this Agreement may be disclosed to (a) related companies, (b) successors, (c) permitted assignees, (d) investors, (e) other parties in the context of a transfer of assets whether by merger, sale or otherwise, and (f) other parties that are subject to a written obligation of confidentiality.

IN WITNESS WHEREOF, and intending to be legally bound, the parties hereto have caused this Agreement to be executed as of the date first written above.

GLOBAL INFORMATION  
LICENSING CORPORATION

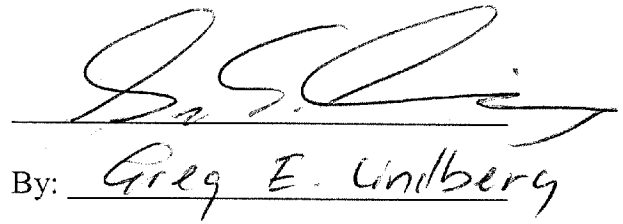


By: James R. Schurr

Title: President

Date: November 22, 2004

ELI RESEARCH, INC.



By: Greg E. Lindberg

Title: CEO

Date: 11 / 22 / 04