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

Proceeding	92057169
Party	Plaintiff Petland, Inc.
Correspondence Address	ROBERT G SCHULER KELGER BROWN HILL & RITTER CO LPA 65 EAST STATE STREET, SUITE 1800 COLUMBUS, OH 43215 UNITED STATES trade- marks@keglerbrown.com,rschuler@keglerbrown.com,jnein@keglerbrown.com
Submission	Withdrawal of Cancellation
Filer's Name	Robert G. Schuler
Filer's e-mail	trademarks@keglerbrown.com
Signature	/RGS/
Date	06/11/2014
Attachments	Good Dog Dismissal.pdf(118463 bytes) GoodDogConsent&CoexistenceAGR.pdf(141335 bytes)

UNITED STATES PATENT AND TRADEMARK OFFICE
TRADEMARK TRIAL AND APPEAL BOARD

PETLAND, INC.)
)
v.) Cancellation No. 92057169
) Registration No. 3,683,537
THE LIFE IS GOOD COMPANY)

STIPULATION OF DISMISSAL

Pursuant to a Trademark Consent and Coexistence Agreement (attached as “Exhibit A”), the parties hereto, Petitioner Petland, Inc. and Respondent The Life is good Company, hereby stipulate to the dismissal of this Cancellation Proceeding with prejudice.

PETLAND, INC.
By its attorney,

/s/ Robert G. Schuler
Robert G. Schuler
KEGLER, BROWN, HILL + RITTER CO., LPA
65 East State Street, Suite 1800
Columbus, OH 43215
Tel. (614) 462-5400
trademarks@keglerbrown.com

THE LIFE IS GOOD COMPANY,
By its attorney,

/s/ Thomas E. Kenney
Thomas E. Kenney
PIERCE & MANDELL, P.C.
11 Beacon Street, Suite 800
Boston, MA 02108
Tel. (617) 720-2444
tom@piercemandell.com

CERTIFICATE OF SERVICE

I hereby certify that on June 11, 2014 a copy of the foregoing Stipulation of Dismissal was served upon the following attorney of record for Petitioner by U.S. Mail, postage prepaid:

Thomas E. Kenney
Pierce & Mandell, P.C.
11 Beacon Street, Suite 800
Boston, MA 02108

/s/ Robert G. Schuler
Robert G. Schuler

Exhibit A
Trademark Consent and Coexistence Agreement

(See attached)

TRADEMARK CONSENT and COEXISTENCE AGREEMENT

This Trademark Consent and Coexistence Agreement (the "Agreement") is entered into as of ~~March 16~~, 2014 by and between Petland, Inc., an Ohio corporation headquartered at 250 Riverside Street, Chillicothe, OH 43015 ("Petland"), and The Life Is Good Company, a Massachusetts corporation having a place of business at 51 Melcher St., 9th Floor, Boston, MA 02210 ("Life Is Good").

Background Information

- A. Petland owns pending U.S. trademark application Serial No. 77/196,945 for the mark GOOD DOG.
- B. Petland also owns U.S. trademark Registration No. 3,640,078 for the mark GOOD DOG, Registration No. 3,904,569 for the mark GOOD DOG, Registration No. 3,640,079 for GOOD DOG, and Registration No. 1,929,173 for GOOD DOG (and design).
- C. Life Is Good owns U.S. trademark Registration No. 3,683,537 for the mark GOOD DOG BY LIFE IS GOOD.
- D. Petland and Life Is Good each use some version of the trademark GOOD DOG or GOOD DOG BY LIFE IS GOOD (the "GOOD DOG Mark") in connection with their respective goods.
- E. The examining attorney assigned to Petland's application Serial No. 77/196,945 has refused registration based on a likelihood of confusion with Life Is Good's GOOD DOG BY LIFE IS GOOD mark, unless the parties can reach an agreement that the parties respective uses of the GOOD DOG Mark can coexist without confusion.

Agreement

In order to avoid any dispute between Petland and Life Is Good, and to avoid a likelihood of confusion between their respective uses of the GOOD DOG Mark, the parties agree as follows:

1. Life Is Good consents to Petland's use and registration of U.S. pending application Serial No. 77/196,945.
2. Life Is Good shall not use the GOOD DOG Mark without the "BY LIFE IS GOOD" portion of its mark, so that the mark will always be used in full as "GOOD DOG BY LIFE IS GOOD." The typeface, font, size, color, and other attributes of the "GOOD DOG" and "BY LIFE IS GOOD" portions of the Life Is Good mark shall be substantially similar in all respects so as not to give the impression that the "GOOD DOG" portion of the mark is separate and distinct from the "BY LIFE IS GOOD" portion of the mark.
3. Petland shall not use the GOOD DOG Mark in connection with the phrase "By Life Is Good."

4. If the parties become aware of any actual or likely confusion between their respective uses of a GOOD DOG Mark, the parties shall cooperate and take reasonable additional steps to allow their respective marks to coexist and be used without confusion.

5. If either party does not use a GOOD DOG Mark for a period of three consecutive years or more, the other party will be relieved of its obligations under this Agreement.

6. This Agreement supersedes any prior agreement between the parties relating to the subject matter of this Agreement, embodies the entire agreement of the parties and may be modified only by a written agreement signed by authorized representatives of the parties. This Agreement shall inure to the benefit of, and be binding upon, the parties to this Agreement and each of their affiliates, officers, directors, managers, shareholders, members, employees, agents, predecessors, successors and assigns. This Agreement may be executed in counterparts and delivered by facsimile or email, each of which shall be treated as an original. If any part of this Agreement is void, voidable or unenforceable, the remaining parts shall remain in full force and effect. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, without reference to its conflict of laws provisions.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed by their duly authorized officers to be effective on the day and year first set forth above.

PETLAND, INC.

By: *E. Kuzelman*
Name: *Elizabeth Kuzelman*
Title: *Dir. of Communications,
Secretary - Board*

THE LIFE IS GOOD COMPANY

By: *J. W. B.*
Name: *John W. Baurer*
Title: *General Counsel*