

ESTTA Tracking number: **ESTTA842173**

Filing date: **08/28/2017**

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

Proceeding	92065744
Party	Plaintiff Thomas Luke Doucet and Melissa Jean McClelland a Canadian General Partnership DBA Whitehorse
Correspondence Address	ALAN S NEMES HUSCH BLACKWELL LLP 190 CARONDELET PLAZA STE 600 ST LOUIS, MO 63108 UNITED STATES Email: pto-om@huschblackwell.com, alan.nemes@huschblackwell.com, michelle.alvey@huschblackwell.com
Submission	Withdrawal of Petition to Cancel
Filer's Name	Daan G. Erikson
Filer's email	pto-om@huschblackwell.com, daan.erikson@huschblackwell.com
Signature	/Daan G. Erikson/
Date	08/28/2017
Attachments	Withdrawal-Whitehorse.pdf(12188 bytes) Whitehorse Consent.pdf(1525528 bytes)

CERTIFICATE OF MAILING VIA ELECTRONIC TRANSMISSION

I hereby certify that this correspondence is being filed with the United States Patent and Trademark Office via the Electronic System for Trademark Trials and Appeals on August 28, 2017.

/Daan G. Erikson/

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

Mark: WHITE HORSE PICTURES
In the matter of Registration No. 4,890,635

THOMAS LUKE DOUCET AND MELISSA)
JEAN MCCLELLAND, A CANADIAN)
GENERAL PARTNERSHIP DBA)
WHITEHORSE ,)
)
Petitioner,)
)
v.)

Proceeding No. 92065744

WHITE HORSE PICTURES, LLC,

Registrant.

**WITHDRAWAL OF PETITION TO CANCEL REGISTRATION
NO. 4,890,635 WITH PREJUDICE**

Petitioner, by and through its undersigned counsel, withdraws the above-referenced Petition to Cancel Registration No. 4,890,635, with prejudice, pursuant to TBMP § 601.02 and 37 CFR § 2.114(c). No answer has been filed by Registrant in this proceeding.

DATED: August 28, 2017

Respectfully submitted,

By: /Daan G. Erikson/

Alan S. Nemes
Daan G. Erikson
HUSCH BLACKWELL LLP
The Plaza in Clayton Office Tower
190 Carondelet Plaza, Suite 600
St. Louis, MO 63105
Telephone: (314) 345-6000
Facsimile: (314) 345-6060

Attorneys for Petitioner

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a copy of the foregoing WITHDRAWAL OF PETITION TO CANCEL REGISTRATION NO. 4,890,635 WITH PREJUDICE has been duly served on the Registrant by electronic mail, on this 28th day of August, 2017, to:

Laura Goldbard George
Stroock & Stroock & Lavan LLP
180 Maiden Lane, Floor 38
New York, NY 10038-4982
tm@stroock.com
lgoldbard@stroock.com

/Daan G. Erikson/

Daan G. Erikson

CONSENT/CO-EXISTENCE AGREEMENT

This Agreement (the "Agreement") is made by and between Thomas Luke Doucet and Melissa Jean McClelland ("D&M"), a Canadian general partnership d/b/a Whitehorse having a place of business at 51 Bulwer Street, Toronto, Ontario, M5T 1A1, Canada, and White Horse Pictures, LLC ("WHP"), a California limited liability company having a place of business at 9100 Wilshire Blvd., Suite 423E, Beverly Hills, California, 90212 United States of America, effective as of the date it becomes fully executed below.

WHEREAS, D&M is the owner of the mark WHITEHORSE (the "D&M Mark") and D&M owns U.S. Application No. 86/793,008 (the "D&M Application") for the D&M Mark in connection with the D&M goods and services as set out below in paragraph 1 ("D&M Goods and Services"); and

WHEREAS, WHP owns the mark WHITE HORSE PICTURES ("the WHP Mark") and WHP owns U.S. Registration No. 4,890,635 for the WHP Mark in connection with the following services:

"Production and distribution of films, motion picture films and movies; entertainment services in the nature of development, creation, production and post-production services of pre-recorded audio, video and audiovisual multimedia entertainment content" in class 41 (the "WHP Services")

NOW THEREFORE in consideration of the mutual undertakings, the parties agree as follows:

1. WHP hereby consents to registration of the D&M Mark for the D&M Goods and Services set forth in the D&M Application, namely, "music recordings in the form of records and compact discs" in class 9; and "entertainment in the form of live performances by a musical band; online distribution of music recordings, namely, providing on-line music, not downloadable; music composition for others" in class 41.
2. The parties believe that the differences in the respective goods and services, the differences in the channels of trade, and the differences in their respective marks will preclude any possible consumer confusion.
3. If either party becomes aware of any confusion or mistake arising from the use or registration of the respective marks, the party that learns of that confusion or mistake will promptly notify the other party and the two parties agree that they will cooperate in good faith to prevent any such confusion.
4. Each party agrees to cooperate with the other and execute or provide any such documents as may be reasonably required to carry forth the purposes of this Agreement. The parties agree that D&M may file a copy of this Agreement with the Trademark Office.

Thomas Luke Doucet
and Melissa Jean McClelland

Signature: _____

Name: _____

Title: _____

Date: _____

White Horse Pictures, LLC

Signature: _____

Name: _____

Title: _____

Date: _____