



Tab settings

ME0 1-4-99

To the Honorable Commissioner of Patents and Trademarks: Please receive the original documents or copy thereof

1. Name of conveying party(ies):

Ultra Pac, Inc.
21925 Industrial Blvd.
Rogers, MN 55374

Document ID
No. 100822995

2. Name and address of receiving party(ies):

Name: Ultrapac, In c.
Internal Address: 8609 Chetle Ave.
Street Address: 8609 Chetle Ave.
City: Santa Fe Springs State: CA ZIP: 90670

- Individual(s)
- General Partnership
- Corporation-State Minnesota
- Other
- Association
- Limited Partnership

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State California
- Other

Additional names(s) of conveying party(ies) attached? Yes No

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from Assignment)
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Consent Agreement and Stipulation for Dismissal
- Merger
- Change of Name

Execution Date: August 14, 1998

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s)
75/195,231

B. Trademark Registration No.(s)

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Edgar W. Averill, Jr.
Internal Address: 8244 Painter Ave.

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41): \$ 40.00

- Enclosed
- Previously Paid - \$40.00
- Authorized to be charged to deposit account

Street Address: 8244 Painter Ave.

8. Deposit account number:

City: Whittier State: CA ZIP: 90602

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Edgar W. Averill, Jr.
Name of Person Signing

Edgar W. Averill
Signature

December 28, 1998
Date

Total number of pages including cover sheet, attachments, and document

8



09-08-1998

08-21-1998



U.S. Patent & TM Office: TM Mail Report Dt. #58

UNITED

DEMARK OFFICE

100822995

TRANSMITTAL LETTER (GENERAL)
(With Certificate of Mailing by First Class Mail)

med 8-21-98

Applicant/Registrant:	Ultrapac, Inc.	Docket No.	
Serial No.:	75/195,231	Opposition No.	107,844
Registration No.:			128/69
Trademark:	Ultrapac		

TO THE ASSISTANT COMMISSIONER FOR TRADEMARKS:

Transmitted herewith is the following:

Consent Agreement and Stipulation for Dismissal

- No fee is required.
- Please charge Deposit Account No. _____ in the amount of _____
A duplicate copy of this sheet is enclosed.
- A check in the amount of \$40.00 is attached.
Any excess or insufficiency should be credited or debited to Deposit Account No. 01-3022
A duplicate copy of this sheet is enclosed.

Edgar W. Averill, Jr.

Signature

Dated: August 18 1998

Edgar W. Averill, Jr.
Averill & Varn
8244 Painter Ave.
Whittier, CA 90602
562/698-8039

09/08/1998 BUYER 00000010 75195231
01 FC:481 40.00 DP

I certify that this document and fee is being deposited on
August 18 1998 with the U.S. Postal Service as first
class mail under 37 C.F.R. 1.8 and is addressed to the
Assistant Commissioner for Trademarks, 2900 Crystal Drive
Arlington, Virginia 22202-3513.

Edgar W. Averill, Jr.

Signature of Person Mailing Correspondence

Edgar W. Averill, Jr.

Typed or Printed Name of Person Mailing Correspondence

CC:

CONSENT AGREEMENT

THIS AGREEMENT, executed as of the date of signing set forth below, is entered into by and between Ultrapac, Inc. ("Applicant"), a California corporation having its principal place of business at 8609 Chetle Avenue, Santa Fe Springs, CA 90670, and Ultra Pac, Inc. ("Opposer"), a Minnesota corporation having its principal place of business at 21925 Industrial Blvd., Rogers, Minnesota 55374.

WHEREAS, Applicant has filed an intent-to-use application related to the mark "ULTRAPAC" for packaging, namely polymer boxes for compact disks; and

WHEREAS, Opposer has used the mark ULTRA PAC for a variety of packaging products and is the owner of U.S. Trademark Registration Nos. 1,893,634 and 2,117,754 and U.S. Trademark Application Serial Nos. 75/196,865 and 75/430,433; and

WHEREAS, the parties are involved in an opposition proceeding involving Applicant's marks; and

WHEREAS, the parties hereto recognize the validity of each other's use and registration of and their respective marks in connection with their respective goods and services and wish to avoid any conflict with the other's use or registration of its mark; and

WHEREAS, the parties hereto have concluded that confusion is not likely to arise from their use and registration of their respective marks in connection with their respective goods and services as set forth above given the differences between the marks, their potential customers, the channels of trade and the long-term simultaneous use of the marks with no instance of actual confusion.

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

1. Applicant agrees that it will restrict its use and licensing of the mark ULTRAPAC to multimedia products (as defined below). Applicant further agrees that it will not seek to register the mark for any products other than multimedia products without the further consent of Opposer. As used herein, the term "multimedia products" means any video, audio, computer or other similar media products used in any manner to package or hold one or more tapes, compact disks, digital video disks, computer disks or other types of tapes or disks which may currently exist or be developed in the future.

2. Opposer agrees that it will not manufacture, distribute or sell any multimedia products under or incorporating its mark ULTRA PAC, nor will it license its mark ULTRA PAC to any person or entity for the manufacture, distribution or sale of any multimedia products.

3. Except as provided in Paragraph 2 above, Applicant hereby consents to, and agrees it will not take any action to interfere with or prevent the use or registration of, marks incorporating the formative ULTRA PAC by Opposer in connection with its products.

4. Opposer hereby consents to, and agrees it will not take any action to interfere with or prevent the use or registration of, the mark ULTRAPAC by Applicant in connection with multimedia products.

5. The parties agree to execute and file with the U.S. Patent and Trademark Office any and all documents which may be necessary or proper to effectuate the terms of this Agreement, including the registration of the parties' respective marks.

6. The parties agree to continue to take reasonable action to prevent any confusion due to the coexistence and registration of their respective marks, and to notify each other of any instances of confusion.

7. This Agreement contains the entire agreement between the parties and may only be amended or supplemented in a writing signed by both parties.

8. This Agreement shall inure to the benefit of and be binding upon each of the undersigned and their respective successors and assigns. Whenever a reference to any party

to this Agreement is made, such reference shall be deemed to include a reference to the successors and assigns of such party.

9. This agreement may be executed in one or more counterparts by the parties hereto. All counterparts shall be construed together and shall constitute one agreement.

10. The parties agree that they will take appropriate steps to dismiss the pending trademark opposition No. 107,844.

IN WITNESS WHEREOF, the parties hereto enter into this Agreement on the last date set forth below.

ULTRAPAC, INC.

By: 

Name: JEFFREY M. SMITH

Title: PRESIDENT

Dated: 7-16-98

ULTRA PAC, INC.

By: 

Name: C. Kaup

Title: CEO

Dated: 7/29-98