

Law Offices of
PAUL E. FAHRENKOPF

1717 K Street, N.W.
Suite 600
Washington, D.C. 20036

Office (202) 466-0994
Fax (202) 466-0997
paul@trademarkuniverse.com

June 14, 2004

Lawrence A Hoffman
Ostrolenk, Faber, Gerb & Soppen
1180 Avenue of the Americas
New York, NY 10036 - 0681

RE: Chantecaille Beaute, Inc. v. Kent G. Anderson
Opposition No. 91154189
Serial No. 76 - 049,367
FUTURE and design
Your File: 7/3585-16
Our File: 170 - 10311

Dear Mr. Hoffman:

Thank you for your letter of April 29, 2004 and the enclosed draft of the Agreement. Our client has additional U.S. applications in Class 3 which should be included in the agreement. These are:

Serial No. 76 - 453,277	FUTURE	Classes 3, 5, 21-33
Serial No. 76 - 133,905	FUTURE	22 classes including Class 3
Serial No. 76 - 266,192	FUTURE	32 classes including Class 3
Serial No. 76 - 511,652	FUTURE	39 classes including Class 3
Serial No. 76 - 546,757	FUTURE (stylized)	42 classes including Class 3
Serial No. 76 - 585,316	FUTURISTIC	39 classes including Class 3.

Copies from the USPTO electronic database are attached. The agreement is otherwise satisfactory to our client.

Thus, please revise the agreement to include the marks and applications listed above and our client will then sign the agreement.

Thank you.

Very truly yours,


Paul E. Fahrenkopf

Enclosures:

Copies of US applications listed above

OSTROLENK, FABER, GERB & SOFFEN, LLP

1180 AVENUE OF THE AMERICAS, NEW YORK, NEW YORK 10036-8403
TEL 212 382 0700 FAX 212 382 0888 FAX 212 398 0681
email@ostrolenk.com

PARTNERS

SAMUEL H. WEINER
ROBERT C. FABER
MAX MOSKOWITZ
JAMES A. FINDER
WILLIAM O. GRAY, III
LOUIS C. DUJMICH
CHARLES P. LAPOLLA

DOUGLAS A. MIRO
ALFRED E. FABRICANT
MARC LIEBERSTEIN
LAWRENCE C. DRUCKER

ASSOCIATES

PETER S. SLOANE
MARY G. FONTENOT
JOEL J. FELBER
BRENDAN J. KENNEDY
ROUHOOSH SALBI
DOUGLAS Q. HAHN

J. ANTHONY LOVENSHEIMER
CHRISTOPHER PARADES, P.L.D.
BRYAN N. DEBATEO

OF COUNSEL

MARTIN PFEFFER
LEON ZITVER
LAWRENCE A. HOFFMAN
MARTIN J. BERAN
PAUL GRANDINETTI
JOSEPH J. ZITO
KLAUS E. STOFFEL
MARK A. FARLEY

*DC BAR

**CONNECTICUT BARS
WASHINGTON OFFICE
1725 K STREET, N.W.
WASHINGTON, D.C. 20006
TEL 202 457 7785
FAX 202 429 8919

September 14, 2004

The Law Offices of
PAUL E. FAHRENKOPF
1717 K Street, N.W., Suite 600
Washington, D.C. 20036

Re: OFGS Ref. : 7/3585-16
Trademark : FUTURE SKIN
Serial No. : 75/059,265
Applicant : Chantecaille Beauté, Inc.
Opposition against Kent G. Anderson

Dear Mr. Fahrenkopf:

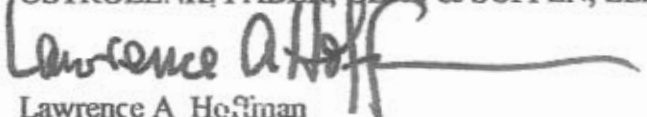
This is further to our communication on August 24, 2004 in the above matter. Please find attached a fully executed original Agreement for your files.

We have also forwarded a copy of the Agreement to the Examining Attorney handling the prosecution of Chantecaille's application Serial No. 76/059,265 for the mark FUTURE SKIN. Pursuant to the terms of the agreement, if the Examining Attorney withdraws Mr. Anderson's application as a bar to registration of Chantecaille's mark, then we will dismiss the opposition proceeding.

Should you have any question, please give me a call.

Very truly yours,

OSTROLENK, FABER, GERB & SOFFEN, LLP


Lawrence A. Hoffman

LAH:MGF:cbf
Enclosure
cc: Olivier Chantecaille

AGREEMENT

AGREEMENT BY AND BETWEEN CHANTECAILLE BEAUTÉ, INC.

(hereinafter referred to as "Chantecaille") a New Jersey Corporation, having a business address of 284 Mott Street, Suite C, New York, New York 10012, and KENT G. ANDERSON (hereinafter referred to as "Anderson") a U.S. citizen, residing at 925 N. Griffin Street, Bismarck, North Dakota 58501; and

WHEREAS, on May 30, 2000, Chantecaille filed a trademark application which is pending in the United States Patent and Trademark Office, namely, U.S. application serial number 76/059,265 (Chantecaille's U.S. application) for the mark FUTURE SKIN for cosmetics, namely makeup, including foundation;

WHEREAS, Chantecaille has filed an amendment to its trademark application asserting actual use in commerce, with a date of first use of its mark as April 2000, which amendment is pending in the United States Patent and Trademark Office;

WHEREAS, Anderson has filed the following intent-to-use trademark applications (the Anderson U.S. applications), all of which are pending in the United States Patent and Trademark Office:

1. Appl. Serial No. 75/709,139 for FUTURE LOOK And Design, filed May 19, 1999, for goods in Class 3;
2. Appl. Serial number 76/049,367 for FUTURE And Design, filed May 15, 2000, for goods in Class 3;
3. Appl. Serial No. 76/133,905 for FUTURE, filed September 22, 2000, for goods/services in Classes 1, 3, 4, 5, 6, 7, 8, 9, 11, 12, 14, 16, 17, 19, 20, 21, 28, 29, 30, 31 and 32.

4. Appl. Serial No. 76/266,192 for FUTURE, filed June 4, 2001, for goods/services in Classes 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 22, 23, 25, 26, 27, 28, 29, 30, 31, 32, 33 and 34;
5. Appl. Serial No. 76/453,277 for FUTURE, filed September 20, 2002, for goods/services in Classes 3, 5, 21, 29, 30, 31, 32 and 33;
6. Appl. Serial No. 76/511,652 for FUTURE, filed May 5, 2003, for goods/services in Classes 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 22, 23, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 40, 41 and 42;
7. Appl. Serial No. 76/546,757 for FUTURE (Stylized) , filed September 9, 2003, for goods/service in Classes 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 15, 16, 17, 18, 19, 20, 21, 22, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41 and 43; and
8. Appl. Serial No. 76/585,316 for FUTURISTIC (Stylized), filed April 6, 2004, for goods/services in Classes 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 22, 23, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 40, 41 and 42;

Printouts of information on each of the above pending applications from the U.S. Patent and Trademark Office's Trademark Electronic Search System (TESS) are attached at Exhibit 1. The marks covered by the Anderson U.S. applications shall sometimes be referred to herein as the Anderson marks.

WHEREAS, Anderson's U.S. application serial number 76/049,367, has been cited as a bar to registration of Chantecaille's U.S. application serial number 76/059,265 of the mark FUTURE SKIN;

WHEREAS, Chantecaille filed a Notice of Opposition against U.S. application serial number 76/049,367 under official opposition number 154,189 (hereinafter referred to as the "Opposition");

WHEREAS, the parties believe that confusion is unlikely and Chantecaille is willing to dismiss the opposition if Anderson's U.S. application serial number 76/049,367 is withdrawn as a bar to Chantecaille's registration of U.S. application serial number 76/059,265;

WHEREAS, the parties are desirous of protecting their respective interests and preventing confusion in the marketplace and wish to avoid any conflict in connection therewith,

NOW, THEREFORE, in exchange for good and valuable consideration, the receipt of which is hereby acknowledged, it is agreed as follows:

1. Chantecaille and Anderson agree that there is no likelihood of confusion or conflict between Chantecaille's U.S. application for the mark FUTURE SKIN and any of the Anderson U.S. applications or U.S. trademark registrations arising therefrom, with respect to goods in Class 3 specified in the respective applications.

2. Chantecaille and Anderson further agree that the differences in overall commercial impression of their respective marks in connection with differences in the respective goods with which they are associated are sufficient to prevent a likelihood of confusion or conflict in the market place.

3. Anderson consents to the use and registration by Chantecaille of the mark FUTURE SKIN (covered by Ser. No. 76/059,265) for the goods set forth in said application as described above, namely, make-up including foundation, but does not consent to the use or registration of FUTURE SKIN for any other products or services.

4. Chantecaille consents to the use and registration by Anderson of the Anderson marks for the goods set forth in the Anderson U.S. applications, but does not consent to the use or registration of the Anderson marks for any other products or services.

5. Chantecaille agrees that it will not use or attempt to register the mark FUTURE SKIN in the United States for goods other than make-up, including foundation, during the pendency of the Anderson U.S. applications and for as long as any registrations based on the Anderson marks which cover cosmetic products remain in force. Chantecaille's obligations under this Paragraph shall terminate, however, if all of the Anderson U.S. applications are amended to eliminate cosmetic products therefrom or are all ultimately abandoned for failure to file a statement of use, or if Anderson does not ultimately receive one or more U.S. registrations of the Anderson marks which cover cosmetic products of any kind, or if such registrations which do cover cosmetic products cease to be in force for any reason relative to cosmetic products. Such termination shall be effective on the official abandonment date of the last of the subject applications or on the date the last such registration ceases to be in force.

6. Promptly after this Agreement is signed, Chantecaille will file a copy of the agreement in its U.S. application serial number 76/059,265 for the mark FUTURE SKIN and ask the Examiner to withdraw the blocking citation of Anderson's U.S. application serial number 76/049,367 for the mark FUTURE And Design.

7. Chantecaille shall withdraw the Opposition upon acceptance by the U.S. Patent and Trademark Office of this Agreement and the withdrawal of Anderson's U.S. application serial number 76/049,367 for the mark FUTURE And Design as a bar to registration of Chantecaille's U.S. application serial number 76/059,265 for the mark

FUTURE SKIN. The parties agree to suspend the Opposition until such time as this Agreement is accepted.

8. The parties agree to execute such other agreements as the United States Patent and Trademark Office might request or to take any other necessary steps to give effect to this Agreement. In the event this Agreement is unacceptable to the United States Patent and Trademark Office, the parties agree to cooperate and consult with one another, in good faith, to make the form of the Agreement comport with the requirements of the United States Patent and Trademark Office.

9. In the event that the United States Patent and Trademark Office finally refuses to accept this Agreement and refuses to register Chantecaille's U.S. application serial number 76/059,265 for the mark FUTURE SKIN on the basis of any of the Anderson marks, then the terms of this Agreement are to be considered null and void as if the parties had never entered into this Agreement.

10. Chantecaille and Anderson agree to contact each other through their respective attorneys in the event that either party becomes aware of any circumstances indicating a likelihood of confusion between their use or registration of their respective marks and will cooperate to take necessary measures to prevent such likelihood of confusion, if necessary.

11. Chantecaille and Anderson will execute any further agreements needed to carry out the spirit and intent of this Agreement.

12. This Agreement constitutes the entire Agreement between the parties and cannot be amended without a writing duly signed by the parties or their authorized representatives.

13. This Agreement is binding on all successors, assigns, (including successors in ownership or assigns of the marks at issue) parents, licensees, subsidiaries, entities owned or controlled by a party, or in which a party is a partner, affiliates, and divisions of the parties. Each party shall have the right to assign this Agreement.

14. Subject to the provisions of Paragraph 5 above regarding termination of Chantecaille's obligations under this Agreement, the geographic scope of this Agreement shall be worldwide, but shall apply only with respect to the marks of the parties identified herein, and with respect to the goods and services identified in the U.S. trademark applications of the parties identified herein. Further, beginning one (1) year after the effective date of this agreement, Chantecaille shall be free to use and seek registration of the mark FUTURE SKIN for cosmetic products other than makeup and foundation in any country in which Anderson has not obtained a registration of one or more of the Anderson marks covering cosmetic products, or does not have an application pending to register one or more of the Anderson marks which covers cosmetic products.

15. The effective date of this Agreement is the last date identified below.

CHANTECAILLE BEAUTÉ, INC.

Date: Sept. 14, 2004



BY: Olivier Chantecaille

Title: VP.

KENT G. ANDERSON

Date: 7/6/04

