

**UNITED STATES PATENT AND TRADEMARK OFFICE
TRADEMARK TRIAL AND APPEAL BOARD**

In the Matter of Application Nos. 76643273; 76643242; 76643241: GIRLGROOM;
GALGROOM and GUYGROOM

Publication Dates: September 5, 2006; October 3, 2006 and September 5, 2006

PHCP Inc.,)	
)	
Petitioner,)	
)	
v.)	Opposition Nos. 91174927; 91174937
)	and 91175116
LG International LLC,)	
)	
Respondent.)	

PROTECTIVE ORDER

The signatories, through their attorneys of record herein, hereby stipulate and agree that, during the pendency of this action, or until such other time as hereinafter set forth, the signatories and their counsel shall follow the procedures set forth below with respect to Confidential Information that is disclosed through discovery in this action.

1. When used in this Protective Order, the words set forth below shall have the following meanings:

(A) "Documents" include (i) any tangible things, including all writings, drawings, graphs, charts, photographs, phonorecords and other data compilations from which information can be obtained or translated, as those terms are used in Federal Rules of Civil Procedure 26(b) and 34, which have been produced in discovery in this action by any person, whether pursuant to formal discovery requests or by agreement; and (ii) any copies, reproductions, or summaries of all or part of the foregoing, including microfilm copies.



(B) "Discovery Materials" mean (i) documents and tangible things; (ii) deposition testimony taken in this action, exhibits thereto, and transcripts thereof, whether in writing or on audiotape, videotape or computer disk; (iii) answers to interrogatories, responses to requests to admit served or filed in this action, and responses to requests for disclosure served or filed in this action; and (iv) any other discovery materials produced by either Party to this action or by any and all non-parties in response to discovery requests made by any Party.

(C) "Disclose" means to reveal, divulge, give, or make available Discovery Materials, or any part thereof, or any information contained therein.

(D) "Confidential Information" means any Discovery Materials that contain or reveal confidential research, development, financial, commercial, marketing or business information, trade secrets, know-how, or proprietary data relating to research, development, financial, commercial, marketing, business or other technical or non-technical subject matter within the meaning of Fed. R. Civ. P. 26(c)(7).

(E) "Producing Party" means the individual or entity disclosing Discovery Materials.

(F) "Litigation" means the proceedings of *PHCP Inc. v. LG International LLC*, Opposition Nos. 91174927; 91174937 and 91175116, currently pending in the United States Patent and Trademark Office Trademark Trial and Appeal Board (the "Board"), and all subsequent appeals and re-trials, and any other proceeding that may address the disputed issues between the parties.

(G) "Party" or "Parties" means PHCP Inc. and LG International LLC.

(H) "Signatory" means any individual, entity or other person who agrees to disclose Discovery Materials pursuant to the terms of this Protective Order.

(I) "Counsel" or "Attorneys" means (a) outside counsel for the Parties and their associated attorneys, paralegals, clerical staff, and outside contractors hired to copy, index, sort or otherwise manage the storage and retrieval of documents; and (b) in-house counsel currently employed directly by the Party.

(J) "Outside Consultants" means any person requested by outside counsel to furnish expert services or to give testimony, or otherwise to assist in trial preparation in this Litigation, each of which will be given limited access to Confidential Information subject to the terms set forth below and only for the purposes set forth in Paragraphs 3 and 11 below; provided that the person to whom the information is disclosed first shall be advised of and shall agree to the terms and conditions to this Agreement by signing a "Confidentiality Agreement" in the form attached hereto as Exhibit A and shall maintain the information in a separate and identifiable file, access to which is appropriately restricted;

(K) "In-house Consultants" means specific, designated employees from each of the Parties. Each Party will be permitted to designate up to two in-house persons currently employed directly by the Party whom will be given limited access to Confidential Information subject to the terms set forth below and only for the purposes set forth in Paragraphs 3 and 11 below. Such in-house employee first shall be advised of and agree to the terms and conditions of this Agreement by signing a "Confidentiality Agreement" in the form attached hereto as Exhibit A and each employee who retains a copy of information so designated shall maintain the information in a separate, identifiable file, access to which is appropriately restricted.

2. In ordering the following procedures set forth herein, the Board has considered and relied upon the following factors:

(A) It is desirable for the signatories and their respective counsel to coordinate their efforts and to exchange information for purposes of prosecuting or defending claims asserted in this Litigation, with a minimum of burden, expense, disputes and delay;

(B) In the Litigation, the plaintiffs will seek documents and information regarding the business of defendants from the defendants, much of which may be non-public, confidential, proprietary, or commercially sensitive. Likewise, in the Litigation, defendants will seek documents and information regarding the business of plaintiffs from the plaintiffs, much of which may be non-public, confidential, proprietary, or commercially sensitive;

(C) Entry of this Protective Order (i) will permit discovery to proceed more expeditiously and with less expense; and (ii) will minimize discovery disputes and facilitate the taking of depositions, thus permitting the Parties to conduct discovery with less delay and expense; and

(D) Good cause has been shown pursuant to Federal Rule of Civil Procedure 26(c).

3. Confidential Information shall be used only for the purpose of the Litigation and may be disclosed only as provided herein.

4. In designating information as "Confidential Information," a party or non-party shall designate only its trade secrets, information that it has maintained in confidence, or information in which it has a proprietary interest. The designation of "Confidential Information" by the producing party constitutes the representation of that party that it reasonably and in good faith believes that the designated material constitutes or discloses its trade secrets or other research, development or commercial information within the meaning of Fed. R. Civ. P.

26(c)(7). "Confidential" Discovery Materials, and the contents thereof, or any information contained therein, shall not be disclosed to any person or entity except in accordance with the terms, conditions, and restrictions of this Protective Order.

5. Confidential Information may be designated in one or more of the following classes: (1) "Confidential – Outside Consultants Only," in which case it will be accessible only to Counsel and Outside Consultants, as defined in Paragraphs 1(I) and (J) above and designated in Paragraphs 6(a) and (c) below, respectively; (2) "Confidential Information," in which case it will be accessible only to Counsel, Outside Consultants, and In-house Consultants, as defined in Paragraphs 1(I), (J) and (K) above. Discovery Materials designated as "Confidential – Outside Consultants Only" shall be limited to formulations, methods, customer or supply lists, financial or sales information, present marketing plans, or other information which, if disclosed to a competitor, would subject the Producing Party to substantial harm or an unfair competitive disadvantage.

6. The Parties shall designate in writing In-house Consultants prior to disclosing Confidential Information to such In-house Consultants. If no objection is received within seven (7) days of the written designation, then the Party may disclose Confidential Information to the In-house Consultants.

7. Each Party may substitute persons for the persons named in Paragraph 6 upon disclosure of the proposed person to the other Party and obtaining the agreement of the other Party, which agreement will not be unreasonably withheld.

8. A document or information contained in a document may be designated as confidential, as described in Paragraph 5 above, by stamping or otherwise clearly marking each page of the document believed to contain Confidential Information. As such, entire documents

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