

COEXISTENCE AGREEMENT

This Coexistence Agreement ("Agreement"), entered into and effective as of October 24, 2019 (the "Effective Date"), is between GOODMORNING.COM INC. ("GMI") a Canadian corporation and CHROMCRAFT REVINGTON DOUGLAS IND LTD. ("CRD") a California Corporation.

RECITALS

WHEREAS, GMI has pending trademark application for the mark "DOUGLAS" ("GMI's Mark"); USPTO Serial No. 88353555 ("GMI's Application");

WHEREAS, CRD has a pending trademark application for the mark "DOUGLAS" ("CRD's Mark"); USPTO Serial No. 88657528;

WHEREAS, CRD has obtained an extension to November 9, 2019 to file an Opposition to GMI's Application;

WHEREAS, GMI's Application is a 1B intent to use filing basis for:

IC 020: *"beds; adjustable beds; folding beds; waterbeds; wooden beds; sofa beds; bed bases; bed frames; adjustable bed frames; pillows; mattresses; mattresses for beds; mattress toppers; air mattresses not for medical purposes and spring mattresses"*

IC 024: *"bed covers; bed spreads; duvets; comforters; fleece, bed and woolen blankets; silk bed blankets; contour and flat bed sheets; bed sheets; bed sheet sets and mattress covers"* and

IC 035: *"retail store services featuring beds, bed frames, bed bases, sofa beds, pillows, mattresses, mattress toppers, mattress covers, duvets, comforters, bed spreads and covers, blankets and sheets; online retail store services featuring beds, bed frames, bed bases, sofa beds, pillows, mattresses, mattress toppers, mattress covers, duvets, comforters, bed spreads and covers, blankets and sheets"*

("GMI's Goods and Services")

WHEREAS, CRD's pending application is a 1A filing basis with a stated first use of 09/01/2009 for:

IC 020: *"Accent furniture; Chair cushions; Chair pads; Chairs; Cushions; End tables; Furniture; Furniture casters, not of metal; Furniture fittings, not of metal; Furniture made from wood or substitutes for wood; Furniture parts; Metal furniture; Recliners; Reclining armchairs; Reclining chairs; Sofas; Stools; Table tops; Tables of metal; Cushions; Dining chairs; Dining tables; Dining room tables; Dressing tables; Drop-leaf tables; Easy chairs; Easy-chairs; Industrial work tables; Legs for furniture; Living room furniture; Lounge chairs; Lounge furniture; Marble tables; Metal chairs; Night tables; Occasional tables; Office chairs; Office furniture; Office tables; Residential and commercial furniture; Seating furniture; Seats; Side tables; Tables; Upholstered furniture none of the foregoing to be beds or bedframes."* ("CRD's Goods")

WHEREAS, that has been no instances or evidence of actual confusion;

WHEREAS, the parties agree that the goods of each party significantly differ; specifically, GMI's Mark will be used for beds and bed related goods and services; whereas CRD's Mark has been used for various furniture which do not include beds or bed related goods; and

WHEREAS, the Parties desire to agree to the coexisting use of their respective marks for the respective goods and services; and the parties desire to provide for the use and registration of their respective marks under the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises, warranties and covenants contained in this Agreement, the receipt and sufficiency of which is hereby acknowledged, and the above recitals, which are incorporated in the operative terms of this Agreement by reference, the Parties agree as follows:

TERMS AND CONDITIONS

1. Recitals. The Parties agree that the above Recitals are true and correct and are hereby incorporated into this Agreement.
2. GMI acknowledges CRD's rights in CRD's Mark as recited in USPTO Serial No. 88657528, and agrees not to object, seek to cancel or oppose CRD's use or registration of CRD's Mark for CRD's Goods;
3. CRD acknowledges GMI's rights in GMI's Mark as recited in USPTO Serial No. 88353555; and agrees not to object, seek to cancel or oppose GMI's use or registration of GMI's Mark for GMI's Goods and Services and/or other bed and/or bed related goods or services;
4. CRD agrees not to use CRD's Mark for GMI's Goods and Services (i.e., beds and/or bed related products and services); and GMI agrees use GMI's Mark only for GMI's Goods and Services and/or other bed and/or bed related goods or services and not to use its Mark for CRD's Goods.
5. The parties agree to make efforts to prevent confusion, and cooperate and take steps to avoid any confusion that may arise in the future
6. The parties agree to sign such further documents and agreements as may be consistent with and reasonably necessary to effect the intent of this Agreement, such as agreements for filing with the USPTO.
7. This Agreement shall inure to the benefit of and be binding and enforceable against each party's agents, successors, licensees, and assignees.
8. Each party represents and warrants that it has the right, power, legal capacity and authority to enter into and perform each of the obligations specified under this Agreement, and that no further

approval or consent of any person, board of directors, shareholders or entities is necessary for them to enter into and perform each of the obligations under this Agreement.

9. This Agreement supersedes all prior negotiations and understandings of any kind with respect to the subject matter hereof and contains all of the terms and provisions of agreement among the Parties hereto with respect to the subject matter hereof. Except as herein expressly set forth, there are no oral representations, understandings, statements or stipulations of any kind or character made by any of the parties bearing upon the effect of this Agreement to induce execution of this Agreement, or otherwise, which have not been incorporate herein.

10. In the event that any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect.

11. The geographic scope of this Agreement is the United States.

12. This Agreement shall remain in full force and effect as long as both Parties have enforceable rights in their respective trademarks that are the subject of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first written above.

GOODMORNING.COM INC.

CHROMCRAFT REVINGTON DOUGLAS IND LTD.

By: 

By: _____/s/_____

approval or consent of any person, board of directors, shareholders or entities is necessary for them to enter into and perform each of the obligations under this Agreement.

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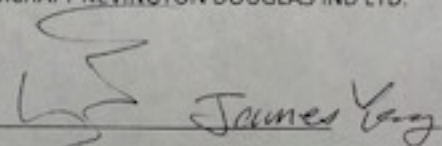
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GOODMORNING.COM INC.

CHROMCRAFT REVINGTON DOUGLAS IND LTD.

By: _____

By:  James Yang
C.E.O.