

## **TRADEMARK CONSENT AND COEXISTENCE AGREEMENT**

THIS TRADEMARK CONSENT AND COEXISTENCE AGREEMENT (this "Agreement") is entered into by and between by and between Advanced Packaging & Aerosol, LLC and Paul Howell (Collectively "Howell"), and Base Product Company, LLC ("BPC").

WHEREAS, Howell is the owner of the federally registered mark POLICE MAGNUM, Registration Nos. 5,057,004 and 5,061,703, for use in connection with "pepper spray;"

WHEREAS, Howell is also the owner of the federally registered mark POLICE MAGNUM, Registration No. 5,267,998, for use in connection with "Handcuffs; Folding knives, survival knives, rescue knives, pocket knives; Expandable police batons; Hand tools, namely, Lock picks; Personal security alarms; Personal alarms; Flashlights, lights for firearms; Firearms and firearm accessories, namely, ammunition, firearm cartridges, stands, cases, non-telescopic sights, holsters, safety locks and firearm cleaning supplies, namely, brushes, rods, pull-throughs, closer cups, shell extractors, decappers and firearm repair supplies, namely, component parts for firearms; Pepper spray; Stun guns; Cartridge pouches; Gun belts;"

WHEREAS, BPC is the owner of the federally registered mark POLICE, Registration No. 4,355,719, for use in connection with "stun guns;"

WHEREAS, BPC is the owner of the federally registered mark POLICE, Registration No. 5,923,943 for use in connection with "stun guns;"

WHEREAS, BPC uses the mark POLICE in connection with batons, knives, handcuffs, and holsters and has a bona fide intent to use the mark POLICE in connection with bullet proof vests, personal security alarms, security cameras, door locks and fire extinguishers;

WHEREAS, BPC and Howell have exchanged information concerning their respective marks, uses, and goods and services;

WHEREAS, BPC and Howell have determined that no likelihood of confusion to the public or to prospective purchasers of either Party's goods or services has arisen or should arise by virtue of the continued concurrent use of the POLICE mark and the POLICE MAGNUM mark in connection with their respective goods and services in accordance with this Agreement;

WHEREAS, BPC and Howell believe that their respective trademarks can peaceably coexist in the United States so long as the parties strictly abide by the terms and conditions set forth herein;

WHEREAS, BPC and Howell believe that concurrent use of their respective trademarks in United States commerce will not cause confusion among the consuming public, so long as the parties strictly abide by the terms and conditions set forth herein;

WHEREAS, BPC and Howell believe it is in their individual and collective interests to market their respective goods and services in a manner that clearly distinguishes the source of such goods and services; and

NOW, THEREFORE, in order to assure the peaceful coexistence of the BPC Mark and the Howell Mark, BPC and Howell have decided to regulate their relations for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, according to the following promises and covenants:

1. Howell consents to BPC's use and registration of the POLICE mark in connection with batons, knives, handcuffs, holsters, bullet proof vests, personal security alarms, security cameras, door locks and fire extinguishers, and as reflected in Exhibit A, Letter of Consent attached hereto;

2. So long as BPC is in compliance with this Agreement, Howell agrees never to oppose, request to extend the time to oppose, object to, or interfere with, and never to assert oppositions, cancellations, interferences, lawsuits, actions, or any other formal or informal proceedings against, any such use, applications, or registrations in any jurisdiction throughout the world of the POLICE mark or against use by or authorized by BPC of the POLICE MARK in accordance with this Agreement.

3. Howell agrees to provide assistance, upon request by BPC, including written consents substantially similar to the Letter of Consent attached as Exhibit A hereto, or other consent necessary, to overcome objections to register the POLICE mark, in accordance with this Agreement, if said objections are based on the POLICE MAGNUM mark.

4. Should Howell decide to use the POLICE MAGNUM mark for bullet proof vests, security cameras, door locks and/or fire extinguishers, BCP consents to Howell's use and registration of the POLICE MAGNUM mark in connection with bullet proof vests, security cameras, door locks and/or fire extinguishers.

5. BPC agrees to provide assistance, upon request by Howell, including written consents substantially similar to the Letter of Consent attached as Exhibit A hereto, or other consent necessary, to overcome objections to register the POLICE MAGNUM mark, in accordance with this Agreement, if said objections are based on the POLICE mark.

6. Howell and BPC agree to notify the other party of any actual confusion of which they become aware between the POLICE MAGNUM mark and POLICE mark. In the unlikely event that actual confusion between the POLICE MAGNUM mark and POLICE mark, the Parties agree to take reasonable steps to alleviate such confusion.

7. If either party believes that any third party is infringing any of the marks that are the subject of this Agreement, that party shall give notice to the other party to this Agreement, and the parties shall reasonably cooperate in attempting to prevent infringement of their respective marks and in confirming the positions and agreements set forth in this Agreement. This provision shall not, however, be construed to require either party to bring or join any legal proceeding in order to fulfill this duty of cooperation.

8. This Agreement may be submitted by either Howell or BPC to any governmental agency or entity, including, but not limited to, the United States Patent and Trademark Office, in support of its rights to use and register the POLICE MAGNUM mark and the POLICE mark, respectively, and as evidence of the other party's consent of the same.

9. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, transferees, licensees, and assigns, whether by merger, sale, consolidation, license, or otherwise.

10. Howell and BPC acknowledge that they have shared the responsibility for drafting this Agreement and, therefore, the interpretation of any ambiguity in language in this Agreement will not be construed against either Howell or BPC.

11. This Agreement represents the entire understanding of the parties regarding coexistence of the POLICE mark and POLICE MAGNUM mark in connection with batons, knives, handcuffs, holsters, bullet proof vests, personal security alarms, security cameras, door locks and fire extinguishers. Any modification of this Agreement shall be void unless made in writing and duly signed by or on behalf of each of the Parties.

12. This Agreement may be executed in counterparts, with each such counterpart deemed to be an original instrument. Signatures transmitted by facsimile shall have the same effect as an original signature.

13. Any notice required or permitted by this Agreement shall be sent by electronic and U.S. mail to:

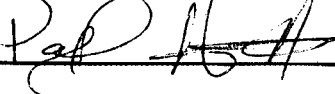
- A. If to Paul Howell:  
Ed McHale  
McHale & Slavin, P.A.  
2855 PGA Boulevard  
Palm Beach Gardens, Florida 33410  
emchale@mchaleslavin.com
  
- B. If to Base Product Company, LLC:  
David M. Lilenfeld, Esq.  
Lilenfeld PC  
3379 Peachtree Road NE  
Suite 980  
Atlanta, Georgia 30326  
david@lilenfeld.com

WHEREFORE, the parties have made this Agreement effective on the latter of the two dates set forth below.

**For Advanced Packaging & Aerosol, LLC:**


By: Paul Howell (Printed Name)

Title: OPERATIONS MANAGER

Signature:  Date: 10 NOVEMBER, 2020

**For Paul Howell:**

By: Paul Howell (Printed Name)

Signature:  Date: 10 NOVEMBER, 2020

**For Base Product Company, LLC**

By: Pavel Choupinov (Printed Name)

Title: Manager

Signature:  Date: 10/11/2020

## Exhibit A

Commissioner for Trademarks  
P.O. Box 1451  
Alexandria, VA 22313-1451

**Re: LETTER OF CONSENT to Registration of U.S. Trademark Application for  
POLICE in the name of Base Product Company, LLC**

Dear Sir or Madam:

Applicant **Base Product Company, LLC** (“BPC”) respectfully submits this Letter of Consent in reference to its U.S. Trademark Application for POLICE in connection with batons, knives, handcuffs, holsters, bullet proof vests, personal security alarms, security cameras, door locks and/or fire extinguishers (the “Application”) for the mark POLICE (the “Mark”).

Paul Howell (“Howell”) is the owner of U.S. Trademark Registration Nos. 5,057,044, 5,061,703, and 5,267,998 for the mark POLICE MAGNUM.

BPC respectfully submits that there exists no likelihood of confusion between the Mark and the POLICE MAGNUM Mark. The purpose of this letter is to confirm that Howell also does not believe that there exists a likelihood of confusion between the Mark and the POLICE MAGNUM Mark.

This shared belief that no likelihood of confusion exists is based upon the differences in the POLICE Mark and the POLICE MAGNUM Mark. The parties believe that no confusion is likely to arise as the result of the registration or use of these marks. In addition, Howell and BPC agree that in the unlikely event that confusion were to arise, each entity would take reasonable steps to prevent confusion between their respective goods and services and protect the consuming public from confusion.

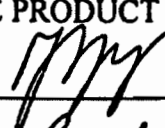
In light of the foregoing, Howell hereby formally consents to the registration by BPC of the POLICE Mark, subject to its limitation to the following services, as indicated by the countersignature below:

Batons, knives, handcuffs, holsters, bullet proof vests, personal security alarms,  
security cameras, door locks and/or fire extinguishers.

Thank you for your time and attention.

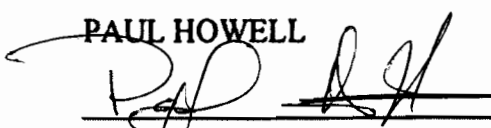
Respectfully submitted,

BASE PRODUCT COMPANY, LLC

  
Name: Pavel Choupinov

Title: Manager

PAUL HOWELL

  
Name: Paul Howell

Title: \_\_\_\_\_