

## CONSENT TO USE AND REGISTRATION

This CONSENT AGREEMENT is made as of the date last signed below, by and among Robert and Linda Hartzell with their address at 9291 East Harney Lane, Lodi, California U.S.A. 95240 ("Hartzell") and Baroness Small Estates, Inc. a Colorado Corporation with its address at 2395 West 2nd Avenue, Denver, Colorado 80223 ("Baroness").

WHEREAS, Hartzell is the owner of U.S. Ser. No. 77/278869 ("Hartzell's Mark"); and

WHEREAS, Baroness is the owner of U.S. Reg. No. 3353121 ("Baroness' Mark");

NOW, THEREFORE, for good and valuable consideration, the receipt of which Baroness expressly acknowledges, Baroness hereby consents to the use and registration of Hartzell's mark on the terms and conditions set forth hereafter:

(1) Hartzell and Baroness agree that the respective parties' marks, as well as the goods and/or services in connection with which they are either used or intended to be used, are sufficiently different to avoid confusion as to either source of origin or sponsorship.

(2) Hartzell hereby recognizes and acknowledges Baroness's right, title and interest in and to Baroness's mark, as well as any application or registration therefor, and will not in any way, directly or indirectly, do or cause to be done any act or thing contesting or in any way impairing or tending to impair any part of said right, title and interest.

(3) Baroness's hereby recognizes and acknowledges Hartzell's right, title and interest in and to Hartzell's mark, as well as any application or registration therefor, and will not in any way, directly or indirectly, do or cause to be done any act or thing contesting or in any way impairing or tending to impair any part of said right, title and interest.

(4) Hartzell and Baroness acknowledge that, to date, no instance of actual confusion has been brought to the attention of either party. Nevertheless, the parties agree to employ their best efforts to use their respective marks in a manner that does not cause actual confusion as to either source of origin or sponsorship. If, despite the parties' best efforts, such actual confusion shall be brought to the attention of either Hartzell or Baroness, the party receiving such notice shall document the incident or incidents of confusion in writing and forward a copy of the documentation to the other party within a reasonable period of time after the receipt of such notice. Following the receipt of notice of an incident or incidents of actual confusion, or the receipt of documentation of such an incident or incidents as the case may be, both parties shall take significant steps to independently mitigate or correct such actual confusion, including, by way of example, corresponding with the confused consumer to explain the independence of the parties and their respective marks and goods or providing samples of their respective uses. Each party shall provide the other party with copies of all correspondence or documentation relating to the mitigation or correction of actual confusion.

*RKM*  
*KBJ*

(5) Hartzell shall dismiss United States Patent and Trademark Office, Trademark Trial and Appeal Board Cancellation Proceeding No. 92050371 against Baroness' mark.

(6) Hartzell and Baroness agree to take such further action and execute such further agreements which may be necessary to carry out the spirit of this agreement.

(7) This Agreement shall apply only to the parties' trade mark rights in the U.S.A.

(8) This Agreement shall be binding on the successors in title of the parties to the Agreement, and on any party to whom a license is granted under any of the trade mark rights referred to in the Agreement.

IN WITNESS WHEREOF the parties have executed this Agreement effective the date last below written:

**"HARTZELL"**

Date: 7/10, 2009

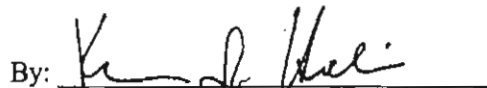
By:   
Robert Hartzell

Date: 7/10, 2009

By:   
Linda Hartzell

**"BARONESS"**

Date: \_\_\_\_\_, 2009

By:   
Name: Kevin J. Hicks  
Title: CEO