

CONSENT TO USE AND REGISTER

WHEREAS, **Kittrich Corporation**, a corporation organized and existing under the laws of the State of California, having an address at 1585 West Mission Blvd., Pomona, California 91766 ("Kittrich"), is the owner of U.S. Trademark Registration No. 4,769,953 for the mark Ashley Super Soft for "bath tissue, facial tissue, paper napkins, disposable towels comprised primarily of paper; toilet paper and paper towels"; and

WHEREAS, **Royal Paper Converting, LLC**, a limited liability company organized and existing under the laws of the State of Arizona, having an address at 711 N. 17th Avenue, Phoenix, Arizona 85007 ("Royal Paper"), is the owner of:

U.S. Trademark Application No. 88/454,841 for the mark SUPERSOFT (Stylized) shown below for "paper towels; toilet paper; paper napkins", and

The logo for SuperSoft is written in a cursive, script font. The letters are dark with a light, possibly white or silver, outline or shadow effect, giving it a three-dimensional appearance. The 'S' and 'T' are particularly large and decorative.

U.S. Trademark Application No. 88/454,881 for the mark SUPERSOFT & Design shown below for "paper towels; toilet paper; paper napkins".

The logo for SUPERSOFT is written in a bold, blocky, sans-serif font. The letters are dark with a light, possibly white or silver, outline or shadow effect, giving it a three-dimensional appearance. The 'S' and 'T' are particularly large and decorative.

NOW THEREFORE, in consideration of the agreements set forth below, the adequacy of which is hereby acknowledged, the parties agree as follows:

1. Royal Paper consents to the registration and use by Kittrich of the mark ASHLEY SUPER SOFT, with and without design or stylization, for bath tissue, facial tissue, paper napkins, disposable towels comprised primarily of paper; toilet paper and paper towels.
2. Kittrich consents to the registration and use by Royal Paper of the mark SUPERSOFT, with and without other wording or design or stylization, including but not limited to the designs and stylizations shown above, for paper towels, toilet paper, and paper napkins, as well as for facial tissue and other similar paper products.
3. Kittrich and Royal Paper, having considered their long time-coexistence in the marketplace, agree that they are not aware of any past or present confusion in the marketplace between the parties' respective goods sold in connection with the parties' respective marks, and do not expect any confusion in the future between the parties' respective goods sold in connection with the parties' respective marks, as long as the provisions of this Agreement are abided by, and agree to make any further agreements necessary and take action to prevent and/or remedy any such confusion should it arise in the future.
4. Kittrich agrees that it (a) will only use the wording "SUPER SOFT" as part of the ASHLEY SUPER SOFT trademark, (b) will not use and/or register any trademarks, service marks, trade names or company names consisting of or including the term "SUPERSOFT", and (c) will not dispute Royal Paper's exclusive right to use, and to register and maintain registrations for, the term "SUPERSOFT" in connection with paper towels, toilet paper, and paper napkins, as well as for facial tissue and other similar paper products.
5. Each party agrees (a) to promptly execute any further documents reasonably requested by the other party to effectuate the terms of this Agreement and (b) that this Agreement may be

3/19/20
MFL

submitted to the U.S. Patent and Trademark Office, as well as to corresponding foreign trademark offices and other governmental bodies and courts.

6. The rights and obligations of the parties as provided by this Agreement shall be binding upon each party's assigns, successors, heirs and licensees.

WHEREFORE, the parties have caused this Consent to Use and Register Agreement to be executed by their duly authorized officers as follows:

KITTRICH CORPORATION

This 19TH day of March, 2020


By: 

Name: Mark Calkins

Title: Vice President

ROYAL PAPER CONVERTING, LLC

This 20th day of March, 2020

By: 

Name: Samir Kanuga

Title: Chief Financial Officer