

**Trademark Consent Agreement by and between
John Atencio Goldsmith, Ltd. and Pantheon Wireless, Inc.**

This Agreement dated as of October 23, 2019 between John Atencio Goldsmith, Ltd. ("Atencio"), a Colorado corporation having an address of 140 Clayton Lane, Denver Colorado, and Pantheon Wireless, Inc. ("PWI"), a Florida corporation having an address of 2719 Hollywood Blvd, Hollywood, Florida (each, a "Party" and collectively, the "Parties").

3000 E. IDEN
1ST AVE DEN
80206
JPA

WHEREAS, Atencio is a luxury watch and jewelry designer and retailer. Atencio owns U.S. Reg. No. 5,219,993 for the mark PANTHEON for "watches" in International Class 014, which was filed on September 14, 2016, and registered on June 6, 2017 ("Atencio's Mark").

WHEREAS, PWI is an online retailer of a variety of goods. Particularly relevant to this agreement, PWI promotes and sells watchbands for smartwatches. PWI owns a pending application of Serial No. 88/048,274 to register with the U.S. Patent and Trademark Office the mark PANTHEON for "on-line retail store services featuring a wide variety of consumer goods of others" in International Class 035, which was filed on July 23, 2018 and claims a first use of May 5, 2016 ("PWI's Mark").

WHEREAS, the United States Patent and Trademark Office has rejected PWI's Mark based on a likelihood of confusion with Atencio's Mark.

WHEREAS, to date, the Parties are not aware of any instances of confusion resulting from the use of their respective marks.

WHEREAS, the Parties mutually believe that, subject to the amendments and agreements set forth below, their simultaneous use and registration of the respective marks is not likely to cause confusion or mistake, and to that end the Parties memorialize protective guidelines in this Agreement.

WHEREAS, the Parties believe that their respective goods and services are sufficiently different in that Atencio sells luxury watches and jewelry in connection with Atencio's Mark. In contrast, PWI markets and sells watch bands for smartwatches under PWI's Mark. Further, the Parties' market to different types of consumers. .

NOW THEREFORE, to assure the avoidance of conflicts, and in consideration of the foregoing and the covenants set forth below, and for other good and valuable consideration, receipt of which is hereby acknowledged, it is agreed:

1. Atencio's Rights. Atencio will have the right to continue to use and to maintain its registration of Atencio's Mark for watches and jewelry, and PWI will not object to or contest such use or registration. As long as this agreement remains in effect, Atencio will not use or seek to register PWI's Mark in conjunction with providing services of on-line retail store services featuring a wide variety of consumer goods of others, not including watches or jewelry. For sake of clarity, Atencio shall be able to use Atencio's Mark for use with online sales of its products,

including watches and jewelry, as well as watchbands. As long as this agreement remains in effect, Atencio will not oppose or seek to cancel the registration of PWI's Mark.

2. PWI's Rights. PWI will have the right to continue to use and to register Pantheon's Mark, subject to the following limitations:

a. PWI agrees not to use PWI's Mark in connection with watches and jewelry, as well as watchbands for luxury timepieces and agrees to amend its pending trademark application, Application Serial No. 88/048,274 to narrow the scope of its application to exclude watches and jewelry, as shown in the identification below:

Class 9: ~~On-line retail store services featuring a wide variety of consumer goods of others,~~ On-line retail store services featuring a wide variety of consumer goods of others, namely, smart watch accessories, watch bands, baby accessories, cell phone accessories, diaper bags, changing pads, toys, luggage, and luggage accessories, and specifically excluding watches, jewelry or watch bands, except for watch bands having a retail price less than \$100. JPA

b. PWI agrees not to expand its use of PWI's Mark such that it overlaps with Atencio's target market, namely, luxury watch and jewelry purchasers. Further, PWI agrees not to use PWI's Mark in connection with the sale and promotion of watchbands for luxury timepieces.

c. As long as this agreement remains in effect, PWI will not seek to cancel the registration of Atencio's Mark for watches.

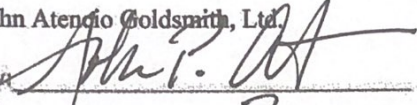
3. Upon execution of this Agreement PWI will pay to Atencio a one-time fee in the amount of \$4,000 to cover Atencio's legal expenses related to this Agreement.

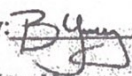
4. Accordingly, Atencio consents to registration of PWI's Mark in the United States in connection with the services as amended in this Agreement.

5. Further Action. Each party will, without further consideration, execute and deliver to the other such instruments of agreement or consent, and take such other action, as the other may reasonably request to carry out the provisions of this Agreement.

6. If, at any time in the future, instances of consumer confusion occur and come to the attention of either Party, such Party shall advise the other Party promptly in writing the details of such confusion, and the Parties shall cooperate in good faith and adopt commercially reasonable efforts to ameliorate such confusion and prevent further occurrences.

7. This Agreement shall inure to the benefit of and be binding and enforceable against each Party's agents, successors, licenses, assignees and other present or future parties in interest.

John Atencio Goldsmith, Ltd.
By: 
Printed Name: JOHN P. ATENCIO
Title: PRES.
Date: 11.14.19

Pantheon Wireless, Inc.
By: 
Printed Name: BRANDON YOUNG
Title: PRINCIPAL
Date: 11/12/19