

## TRADEMARK AGREEMENT

Agreement dated this 29th day of November 2019, by and between Cicada LLC, 52 Church Street Attn: Adam R. Gorlovsky-Schepp, Boston, Massachusetts 02116 (“Cicada”) and Burning Cicada, Ltd., 1366 Knolls Avenue South, DeKalb, Illinois 06115 (“Burning Cicada”), each of them referred to as a Party and jointly referred to as the Parties.

1.0. Cicada provides services that include night club, dance club, and bar and cocktail lounge services; arranging and conducting nightclub entertainment events. Cicada provides these services in the United States and internationally.

2.0. Burning Cicada provides entertainment services that include live music concerts, audio recording and production, music production, record, compact disc, cassette tape, and digital music production, videotape and digital video disk production, and multimedia entertainment software production. Burning Cicada provides these services in the United States.

3.0. Cicada owns U.S. Application Serial No. 88/975,668 with a filing date October 31, 2018, to register CICADA for night club, dance club, and bar and cocktail lounge services; arranging and conducting nightclub entertainment events in Class 41 (“Cicada’s Pending Application”). In an Office Action issued September 10, 2019, Cicada’s application to register CICADA was rejected, and a basis for the rejection was a likelihood of confusion with U.S. Registration No. 3,040,854.

4.0. Burning Cicada is the owner of U.S. Registration No. 3,040,854 for BURNING CICADA (“Burning Cicada’s Registration”) for entertainment services, namely live music concerts; audio recording and production; music production services; record, compact disc, cassette tape, and digital music production; videotape and digital video disk production; and multimedia entertainment software production services in Class 41.

5.0. The parties agree that the nature of Cicada's Pending Application and Burning Cicada's Registration are such that purchasers and prospective purchasers are not likely to be confused by the concurrent use of the word mark CICADA by Cicada and the word mark BURNING CICADA by Burning Cicada.

6.0. The parties desire to confirm their understanding that there would be no likelihood of confusion caused by the concurrent use of the marks and to provide for the assurance that no confusion will arise in the future.

#### CONSENT AND TRADEMARK RIGHTS

7.0. In reliance upon and in exchange for the mutual covenants and conditions set forth herein, Cicada and Burning Cicada agree as follows:

7.1. Burning Cicada hereby consents to Cicada's worldwide use of CICADA, provided that Cicada does not use "Cicada" in conjunction with the word "Burning" as a mark or seek to register a mark that uses the word "Cicada" in conjunction with the word "Burning."

7.2. Burning Cicada agrees that it will not object to or take any action at law or in equity against use or registration anywhere in the world by Cicada or its affiliated companies of CICADA as a mark consistent with this Agreement. Burning Cicada further agrees to execute all consents, permissions, and other similar documents reasonably requested by Cicada to allow any applications filed anywhere in the world by Cicada that are consistent with this Agreement to issue as a registration for the CICADA mark.

7.3. Cicada hereby consents to Burning Cicada's worldwide use and registration of its BURNING CICADA mark, provided that Burning Cicada does not use the word "Cicada" alone or seek to register a mark that uses the word "Cicada" alone.

7.4. Cicada agrees that it will not object to or take any action at law or in equity against use or registration anywhere in the world by Burning Cicada or its affiliated companies

of its BURNING CICADA mark. Cicada further agrees to execute all consents, permissions, or other similar documents reasonably requested by Burning Cicada to allow any applications filed anywhere in the world by Burning Cicada that is consistent with this Agreement to issue as a registration for the BURNING CICADA mark.

7.5. The Parties believe the coexistence of Cicada's CICADA mark and Burning Cicada's BURNING CICADA mark will not lead to consumer confusion because the goods are marketed to different consumers and are marketed through different sales channels. The parties agree to cooperate and consult with one another, in good faith, in the event that future conditions or developments suggest to either party the possibility that the parties' respective marks might be likely to be confused with one another, all with the view to ensuring that no substantial likelihood of confusion between the parties' respective marks, as they are used in commerce, shall occur.

7.6. Either party may file a copy of this Agreement with a trademark office anywhere in the world in support of an application filed consistent with this Agreement.

7.7. The parties agree not to oppose or contest the right of the other party to use or register their marks in the forms identified herein, and the parties agree to execute all consents, permissions, and other similar documents reasonably requested by the other to allow for such use and registration consistent with the terms of this Agreement.

#### OTHER PROVISIONS

8.0. In case of any dispute arising out of or in connection with this Agreement or its terms, the parties agree to attempt to resolve such dispute amicably through negotiation between the parties.

8.1. This Agreement shall be binding on and inure to the benefit of the parties and their respective successors, assigns, parents, subsidiaries, and affiliated companies.

8.2. This Agreement shall terminate (i) if the parties mutually agree, in writing, to terminate it; (ii) if a material breach of this Agreement is not cured within 30 days after notice of the breach has been given in writing to the party accused of the material breach; (iii) when Cicada abandons, within the meaning of the Lanham Act (15 U.S.C. §1127), all of its use of the CICADA mark; or (iv) when Burning Cicada abandons, within the meaning of the Lanham Act (15 U.S.C. §1127), all of its use of the BURNING CICADA mark.

8.3. Any notice or other communication required under this Agreement shall be sufficiently given by electronic mail to susan.glovsky@hbsr.com and Sheller@CookAlex.com and in writing by courier (or first-class mail) to the addresses shown below. The notice addresses shown below may be changed by a party by providing written notice to the other party, and the notice shall be effective upon delivery of all forms of notice required to be sent.

<p><b><u>Notice to Cicada:</u></b>  Cicada LLC  52 Church Street  Attn: Adam R. Gorlovsky-Schepp,  Boston, Massachusetts 02116</p>	<p><b><u>Notice to Burning Cicada:</u></b>  Burning Cicada, Ltd.  1366 Knolls Avenue South  DeKalb, Illinois 06115</p>
<p><b><u>with a copy to:</u></b>  Susan G. L. Glovsky  Hamilton, Brook, Smith &amp; Reynolds, P.C.  155 Seaport Blvd.  Boston, MA 02210  Telephone: 617-607-5900  Email: susan.glovsky@hbsr.com</p>	<p><b><u>with a copy to:</u></b>  Stephen B. Heller  Cook Alex Ltd.  200 West Adams Street Suite 2004  Chicago, IL 60606  Telephone: 312-236-8500  Email: Sheller@CookAlex.com</p>

8.4. This Agreement is governed under the laws of the United States and the Commonwealth of Massachusetts, and shall be interpreted and construed in accordance with such laws. Any court action arising out of or related to this Agreement shall be filed by Burning Cicada in a court located in Boston, Massachusetts or by Cicada in a court located in Chicago, Illinois.

8.5. This Agreement constitutes the entire understanding of the parties with respect to the subject matter herein, and there are no requirements, warranties, or promises other than those contained herein. This Agreement may not be changed, modified, or amended, except by written agreement of the parties.

8.6. This Agreement may be executed in any number of counterparts, including facsimile or scanned counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument representing the agreement between the parties.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed as of the latter of the dates of signature set forth below (the "Effective Date").

CICADA LLC

By: Seth Priebatsch

Name: Seth Priebatsch

Title: Manager

Date: 11/29/19

BURNING CICADA, LTD.

By: Jason Byron Wise

Name: J Byron Wise

Title: president

Date: 11/26/19