

Consent to Registration and Use

This Consent to Registration and Use (“**Consent**”), dated as of the date the second party signs this Consent as shown in the signature block below (“**Effective Date**”), is by and between Duke University, a North Carolina non-profit corporation with an office located at 310 Blackwell Street, 4th Floor, Durham, NC 27701 (“**Duke**”) and Protestant Episcopal Cathedral Foundation, a District of Columbia non-profit organization with an office located at Massachusetts Avenue and Wisconsin Avenue, N.W., Washington, District of Columbia 20016-5098 (“**PECF**”).

Whereas, Duke is the owner of pending U.S. Application Ser. No. 88059518 to register the mark ALBAN (the “**Duke Mark**”) in connection with the services shown on Exhibit A hereto (the “**Duke Services**”);

Whereas, PECF is the owner of U.S. Registration No. 1956450 for the mark ST. ALBANS (the “**PECF Mark**”) in connection with the goods and services shown on Exhibit B hereto (the “**PECF Goods and Services**”); and

Whereas, Duke and PECF believe that Duke’s use of the Duke Mark in connection with the Duke Services will not create any likelihood of confusion with PECF’s use of the PECF Mark in connection with the PECF Goods and Services;

Now, therefore, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Consent to Registration and Use. PECF expressly consents to the use and registration by Duke of the Duke Mark in connection with the Duke Services; provided that the Duke Services are not directed at the primary or secondary school level or provided to primary and secondary school students and subject to the amendment set forth in Section 2 below.

2. Modification of Application. Within five (5) business days after the Effective Date, Duke will submit to the USPTO a request to amend the services covered by U.S. Application Ser. No. 88059518 to limit the services description as follows (emphasis added):

Publication of books, research reports and workbooks (but excluding books, research reports and workbooks for primary and secondary school students); educational services, namely conducting classes, seminars and workshops for religious congregations in the fields of management techniques, ministry, leadership, stewardship, planning, and spirituality, and distributing educational materials in connection therewith (but excluding educational services for primary and secondary school students); publishing books in the field of religion (but excluding books in the field of religion for primary and secondary school students); book publishing (but excluding book publishing for primary and secondary school students); Providing a website featuring blogs and non-downloadable publications in the nature of articles in the fields of religion, ministry, and church leadership; Providing on-line newsletters in the field of religion, ministry, and church leadership

3. No Likelihood of Confusion. The parties believe that there is and will be no likelihood of confusion resulting from the simultaneous use and registration of the Duke Mark and the PECF Mark for the parties' respective goods and services as set forth herein because, among other things: (a) the parties' respective marks are different in sight, sound, meaning, and commercial impression; and (b) the parties' respective goods and services are different from one another and are provided to different groups of consumers through different trade channels.

4. Further Efforts; Cooperation. Each party agrees that it will not advertise or promote its goods or services under its respective marks in a manner that implies that such party or its goods or services are affiliated or connected with the other party or the other party's goods or services. In the unlikely event that either party becomes aware of any actual consumer confusion resulting from the simultaneous use of its marks as permitted by this Consent: (a) such party shall promptly advise the other party of the details of such confusion; and (b) the parties shall take prompt and commercially reasonable steps to address the confusion and prevent its recurrence.

IN WITNESS WHEREOF, the parties hereto have executed this Consent as of the Effective Date.

Duke University

Protestant Episcopal Cathedral Foundation

By: 

By: 

Name: DAVID L. ODOM

Name: Linda Baxter

Title: ASSOC DEAN, DIVITY SCHOOL

Title: PECF, Executive Director, Finance and Administration

Date: 1/10/20

Date: 1/10/2020

Exhibit A
(Duke Services)

Class 41: Publication of books, research reports and workbooks; educational research and educational services, namely, conducting classes, seminars and workshops for religious congregations in the fields of management techniques, ministry, leadership, stewardship, planning, and spirituality, and distributing materials in connection therewith; publishing books in the field of religion; book publishing; Providing a website featuring blogs and non-downloadable publications in the nature of articles in the field(s) of religion, ministry, and church leadership; Providing on-line newsletters in the field of religion, ministry, and church leadership

Exhibit B
(PECF Goods and Services)

Class 25: clothing, namely T-shirts, sports shirts, shorts, sweatshirts, sweatpants, jackets, caps, and hats

Class 41: educational services, namely providing courses of instruction at the primary and secondary levels; recreational, sport, and summer camp services; and swimming and tennis club services