

# **Exhibit 1**

## CONSENT AGREEMENT

This Consent Agreement ("Agreement") is entered into as of March 3, 2020 (the "Effective Date") by and between Element Brand Holding, LLC, a Delaware limited liability company with offices located at 6423 City West Parkway, Eden Prairie, Minnesota 55344 ("Element"), and Fiskars Denmark A/S, a Denmark private limited company with offices located at Smedeland 46 DK-2600, Glostrup, Denmark ("Fiskars"). Each of Element and Fiskars may be referred to herein as a "Party", and collectively as the "Parties".

WHEREAS, Element has used the trademark ELEMENT and marks comprised of the term ELEMENT in the United States since at least as early as August 2006 in connection with a variety of consumer products. Element owns various registrations for such ELEMENT marks (including but not limited to U.S. Reg. Nos. 3,240,773; 3,681,448; 4,293,811; 4,946,577; and 4,953,177), which Element first applied to register as early as October 2003;

WHEREAS, Element filed several applications to register marks consisting of or comprising the term ELEMENT in connection with various goods in International Classes 11 and 21, as illustrated in Schedule A hereto (collectively, the "Element Applications"). The goods claimed in the Element Applications are referred to herein as the "Element Goods";

WHEREAS, Fiskars uses the mark ELEMENTS in connection with its various tableware products and owns U.S. Registration No. 4,924,874 for the mark, which Fiskars' predecessor applied to register with the U.S. Patent and Trademark Office in August 2015, in connection with the following such goods in International Class 21: "household and kitchen utensils, namely, serving scoops, spatulas, sieves, strainers, graters and kitchen tongs; containers for kitchen or household use; tableware, other than knives, forks and spoons, namely, scoops, serving forks, serving ladles and serving spoons; dinnerware; tea services being tableware; coffee services being tableware; dishes and plates; drinking glasses and mugs; bowls and tureens; cookie jars; pots; glass jars; porcelain jars; earthenware jars; sugar bowls; pepper pots; salt shakers; flower pots and vases; glassware, porcelain and earthenware, namely, drinking cups, saucers, serving bowls, and trays; decorative plaques and figurines made of glass, porcelain and earthenware" (the "Fiskars Registration"). The goods claimed in the Fiskars Registration are referred to herein as the "Fiskars Goods";

WHEREAS, the U.S. Trademark and Patent Office cited the Fiskars Registration against certain of the Element Applications in International Classes 11 and 21, while allowing other of the Element Applications in these classes to proceed to publication without citing the Fiskars Registration; and

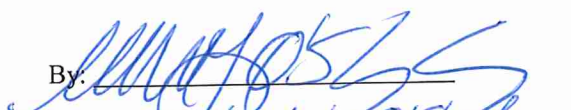
WHEREAS, the Parties entered into a Consent Agreement on the Effective Date, under which Element has agreed to amend certain of the Element Applications (specifically, App. Ser. Nos. 88/512,292; 88/512,311; and 88/512,377) to narrow the goods Element has claimed in International Class 21 to further reduce any likelihood of confusion between the Element Applications and the Fiskars Registration on the register and in the marketplace.

NOW, THEREFORE, for the reasons set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties intend to be bound and hereby agree as follows:



1. Different Offerings. The Parties' respective offerings are not competitive.
2. Distinguishable Trademarks. The trademarks claimed in the Element Applications, on the one hand, and the trademark claimed in the Fiskars Registration, on the other hand, are distinguishable.
3. No Likelihood of Confusion. The Parties have considered the realities of the marketplace and the Parties' respective trademarks and goods, and the Parties believe that use and registration of the various "ELEMENT" marks claimed in the Element Applications in connection with the Element Goods (as amended in Class 21 and as applied in Class 11) is unlikely to lead to consumer confusion with the use and registration of the ELEMENTS mark claimed in the Fiskars Registration in connection with the Fiskars Goods.
4. Consent to Use and Registration. Fiskars consents to Element's use and registration of the Element Applications in connection with the Element Goods as amended. Element consents to Fiskars' use and registration of the Fiskars Registration in connection with the Fiskars Goods. Each Party will act in good faith in the future to provide additional consent to the other Party's trademarks described in this Agreement should additional documentation become necessary.
5. Further Action. The Parties agree to take reasonably necessary steps to mitigate against any confusion between their respective trademarks should any such confusion occur or become likely to occur in the future.

IN WITNESS WHEREOF, the Parties have executed this Consent Agreement as of the Effective Date.

**Element Brand Holding, LLC**

By:   
Name: Robert L O'Shaughnessy  
Title: CEO  
Date: March 10, 2020

**Fiskars Denmark A/S**

By:    
Name: Sari Somerkallio PAINI TIMONEN  
Title: BOARD MEMBER BOARD MEMBER  
Date: 3 March, 2020

Schedule A

<u>Mark</u>	<u>Application Serial Number</u>	<u>International Class</u>
E ELEMENT APPLIANCES	88/512,292	21
E ELEMENT ELECTRONICS	88/512,311	21
E ELEMENT	88/512,377	21
ELEMENT	88/397,072	21
ELEMENT HOME	88/397,075	21
ELEMENT HOME APPLIANCE	88/397,079	21
ELEMENT APPLIANCE	88/397,083	21
ELEMENT SMART APPLIANCE	88/397,086	21
E ELEMENT	88/397,103	21
ELEMENT SMART APPLIANCE	88/397,090	11
ELEMENT APPLIANCE	88/397,093	11
ELEMENT HOME APPLIANCE	88/397,096	11
ELEMENT HOME	88/397,097	11
ELEMENT	88/397,099	11
E ELEMENT	88/397,102	11
E ELEMENT ELECTRONICS	88/512,317	11
E ELEMENT APPLIANCES	88/512,339	11
E ELEMENT ELECTRONICS	88/512,317	11