

TRADEMARK CO-EXISTENCE AGREEMENT

THIS AGREEMENT is entered into and effective as of this __15__ day of __October_____, 2020 (the "Effective Date"), by and between Cutting Edge Bullets, LLC, a business at PO Box 248 Drifting, PA 16834, United States of America ("CEB"), and Gunhide Properties LLC, a business at 431 Bayview Avenue, Amityville NY 11701 ("Gunhide"). Cutting Edge Bullets and Gunhide are hereafter collectively referred to as the "Parties."

WHEREAS, CEB owns the common law trademark for the trademark RAPTOR used since 2011 and has used, uses, or may use, the trademark, in connection with the manufacture and sale of bullets for firearms;

WHEREAS, Gunhide owns United States Trademark Registration No. 5215336 for the trademark RAPTOR and has used, uses, or may use the trademark, in connection with the manufacture and sale of gun holsters and related gun holster products; and

WHEREAS, Parties desire to avoid any conflicts in respect of registration and use of their respective trademarks, and believe that sufficient differences exist in: (a) their respective trademarks; (b) the respective products promoted and sold under their marks; (c) the channels of trade through which such products flow; and (d) the packaging and use of their respective marks to avoid a likelihood of confusion, mistake or deception in respect of their concurrent use and/or registration of the trademarks;

NOW, THEREFORE, the Parties hereby declare, covenant and agree as follows:

1. The Parties, with a view toward avoiding a likelihood of confusion, as well as preventing conflicts between themselves in connection with applications and registrations for their respective trademarks, reciprocally consent to the peaceful co-existence of their respective marks in all countries;
2. CEB acknowledges Gunhide's prior rights to the mark RAPTOR and shall not raise any objection to, or otherwise interfere with, the use or registration by Gunhide of the RAPTOR marks in connection with the Gunhide products in any country, and shall provide all declarations and letters of consent if necessary, at Gunhide's sole expense, for Gunhide to obtain or maintain registrations for the

RAPTOR marks in connection with Gunhide's products in any country;

3. Gunhide acknowledges CEB's rights in and to the mark RAPTOR and shall not raise any objection to, or otherwise interfere with, the use or registration by CEB of RAPTOR in connection with the CEB firearm bullets in any country, and shall provide all declarations and letters of consent (if necessary), at CEB's sole expense, for CEB to obtain or maintain registrations in any country for the mark RAPTOR in connection with the CEB firearm bullets in any country; and CEB's use of the mark RAPTOR shall be limited solely to firearm bullets;

4. The Parties are not aware of any actual confusion in the marketplace within the trade or among consumers. However, if either Party brings to the attention of the other any potential or actual confusion in the future, the Parties will reasonably cooperate with each other and take steps in a good faith effort to alleviate such potential or actual confusion;

5. If local trademark authorities require a separate consent document in addition to or in lieu of a copy of this Agreement, the Party whose consent is required will provide such written consent at the request and expense of the other Party;

6. This Agreement contains the entire agreement between the Parties concerning the subject matter hereof and supersedes and replaces all prior negotiations, understandings, and agreements, whether written or oral, between the Parties concerning this matter;

7. All of the terms and conditions of this Agreement, including (without limitation) the consents and release, shall be binding upon and inure to the benefit of the Parties, their respective parent companies, subsidiaries, affiliates, successors, licensees, and assignees, and shall apply throughout the world;

8. If any provision of this Agreement conflicts with the national, regional or international law or treaty or public policy of any country, such conflicting provision shall be deemed severed from this Agreement, and the validity of the remainder of this Agreement shall not be affected by any such severance(s);

9. Nothing herein contained shall be construed to place the Parties in the relationship of partners or joint ventures or agents, and neither Party shall have any right or authority to assume, create or enter any agreement, contract or commitment, express or implied, or to incur any liability in the other's name or on its behalf or to bind or obligate the other in any manner whatsoever;

10. This Agreement may be signed in duplicate counterparts, each of which so executed and delivered shall constitute an original, but all such counterparts shall together constitute one and the same instrument;

11. This Agreement shall remain in force so long as the Parties have not abandoned use of their respective marks for a consecutive period of five (5) years and there is no material breach of the representations, warranties and covenants contained herein; and,

IN WITNESS WHEREOF, the Parties set their hands hereto as to the date set forth above.

CUTTING EDGE BULLETS LLC

GUNHIDE PROPERTIES LLC



Name: Daniel Smitchko

Name: Daniel DeSantis

Title: President

Title: President