

CONSENT AGREEMENT

This Consent Agreement (hereinafter "Agreement") is entered into as of the date of the last signature hereto (hereinafter "Effective Date") by and between RN Chidakashi Technologies Private Limited (hereinafter "RN Chidakashi"), a limited liability company organized under the laws of India, having an address of 4/82 Stambh Tirth RA Kidwai Rd Wadala W Mumbai India 400031, and King.com Limited, (hereinafter "King"), a Corporation organized under the laws of Malta, having an address of Aragon House 4th Floor, Dragonara Road St. Julians STJ 3140 Malta, hereinafter collectively referred to as "the parties" or individually as "party."

RECITALS

1. King is the owner of U.S. Reg. No. 4,698,480 for MAGIC MIKO (hereinafter "King Mark"). A copy of this registration is appended herein as Exhibit A;
2. RN Chidakashi has applied to register the following marks with the United States Patent and Trademark Office:



(i) - U.S. Serial No.: 88/634,701

(ii) MIKO – U.S. Serial No.: 88/634,698

(iii) MIKO2 ROBOT FOR PLAYFUL LEARNING – U.S. Serial No.: 88/864,490; and



(iv) - U.S. Serial No.: 88/864,507 (hereinafter "RN

Chidakashi Marks").

Copies of these applications are appended herein as Exhibit B;

3. The United States Patent and Trademark Office ("USPTO") has cited King's Mark as a potential bar to registration of RN Chidakashi's Marks under Recital 2 (i) and (ii);;

4. The parties, being most familiar with the commercial realities of their respective marketplaces, believe that co-existence and registration of King's Mark and RN Chidakashi's Marks, in accordance with the terms of this Agreement, is not likely to cause confusion or mistake among the parties' respective classes of consumers; and

5. The parties are not aware of any evidence of actual confusion resulting from concurrent use of King's Mark and RN Chidakashi's Marks.

*NOW, THEREFORE*, in consideration of the foregoing recitals, each of which is made a contractual part of this Agreement, and the mutual promises and covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

#### COVENANTS

1. King agrees not to cancel, challenge, object to, or oppose in any manner (or assist any third party to cancel, challenge, object to, or oppose in any manner) any rights of RN Chidakashi in the RN Chidakashi Marks or substantially identical marks in connection with the same goods) anywhere in the world.

2. King consents to the registration of, and further agrees not to cancel, object to or challenge in any manner, the RN Chidakashi Marks provided that the identification of goods is limited to:

*"Personal robots with artificial intelligence to help learning and development in people, that can see, hear, sense and remember the user moods, initiate conversations and entertain with educational games, songs, quizzes and stories" in class 9; and*

"Smart robot toys" in class 28.

3. King further consents to the registration of, and further agrees not to cancel, object to or challenge in any manner, the RN Chidakashi Mark, MIKODE, under U.S. Ser. No. 90031478.
4. RN Chidakashi agrees to not cancel, challenge, object to or oppose in any manner (or assist any third party to cancel, challenge, object to, or oppose in any manner) any rights of King in the King Mark anywhere in the world.
5. The parties agree to cooperate with each other to avoid confusion with respect to the source of their goods and services and, in the event that any instance of actual confusion should come to their attention, to take reasonable steps to correct such confusion.
6. RN Chidakashi represents and warrants that it has not, either directly or indirectly, instituted or been involved in any legal proceedings of any kind challenging the King Mark.
7. Both parties represent and warrant that they are entering into this Agreement freely and voluntarily, and each acknowledge having received independent advice of counsel with respect to the terms, conditions, operation and effect of this Agreement.
8. The parties agree, promise, and covenant to execute any further reasonable documents that may be necessary to carry out or effectuate the intent or purpose of this Agreement, including any written consents, throughout the world, for the other party to register and use their respective marks under the terms of this Agreement.
9. This Agreement may not be assigned by either party without the prior written consent of the other party. Notwithstanding the foregoing, such other party's consent shall not be required for any assignment to an entity that succeeds to all or substantially all of the assigning party's business or assets relating to this Agreement, whether by sale, merger, operation of law or otherwise.
10. This Agreement may not be modified except by a writing signed by all parties.
11. All rights not expressly granted under this Agreement are reserved.

12. Nothing in this Agreement will prevent the parties from enforcing their rights under their respective trademarks and/or trademark registrations against any entity that is not a party to this Agreement.

13. Each party agrees not to knowingly take any action to circumvent its respective obligations under this Agreement.

14. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their affiliated companies, successors, legal representatives, assigns, and licensees.

15. In the event that any provision of this Agreement or portions of it are held by a court of competent jurisdiction to be unenforceable or invalid, the validity and enforceability of the remaining provisions shall not be adversely affected and shall be enforceable as if said invalid or unenforceable portion was never included in this Agreement.

16. This Agreement constitutes the whole Agreement between the parties and together supersedes all previous agreements between the parties relating to its subject matter.

17. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signed electronic counterparts of this Agreement transmitted via facsimile or email shall be deemed an equivalent to a signed original of this Agreement.

18. Each party represents and warrants that the individual signing this Agreement on its behalf has the authority to execute the Agreement and bind the party, and to carry out all obligations required under this Agreement.

ACCEPTED AND AGREED TO BY:

KING.com Limited

By:



Signature

MARIUS J MCKEON, DIRECTOR

Name & Title

11/01/2021 NAXXAR, MALTA

Date and place

RN Chidakashi Technologies Private Limited

By:



Signature

CHINTAN RAIKAR, COO

Name & Title

02-11-2020 MUMBAI

Date and place