AGREEMENT AND CONSENT TO USE AND REGISTER

THIS AGREEMENT AND CONSENT TO USE AND REGISTER ("Agreement") is made this _____ day of _____, 2007 by and between Vector Snowboards, Inc. aka Venture Snowboards, a Colorado corporation whose business address is P.O. Box 480201, Denver, CO 80248 ("Vector") and Ermico, Inc., a California corporation whose business address is Hunter's Point Naval Annex, Building 439, San Francisco, California 94124 ("Ermico").

WHEREAS Vector has used the VENTURE mark since at least as early as February 18, 2001 in commerce and on November 20, 2001 the mark was registered in the United States Patent and Trademark Office for "snowboards" under Registration No. 2,510,710; and

WHEREAS Ermico has used the VENTURE mark since at least as early as December 31, 1984 in commerce and on March 24, 2006 filed an application to register with the United States Patent and Trademark Office for "skateboard trucks and decks" under Serial No. 78/846,062, which is pending and has been rejected based on the prior registration of the VENTURE mark by Vector as mentioned above; and

NOW, THEREFORE, in consideration of the mutual promises, covenants and warranties set forth in the Agreement, Vector and Ermico mutually agree as follows:

1.   The parties agree that confusion is not likely to result from their continued use of the respective marks because:

        a.   The marks have been used and have coexisted in the marketplace for six years with no evidence of actual or likely confusion.

        b.   The trade channels of snowboards and skateboard trucks and decks involve discriminating purchasers with a high level of product and brand awareness and consumers are fully aware that snowboards and skateboards may be sold in the same retail stores; however, snowboards and skateboards are not interchangeable in nature and are therefore in separate trade channels as they satisfy different needs of consumers.

2.   To further preclude any possibility of future confusion, Ermico agrees never to use the VENTURE mark for snowboards, and Vector agrees never to use the VENTURE mark for skateboard trucks and decks. Both parties will make efforts to prevent confusion, and cooperate and take steps to avoid any confusion that may arise in the future:

        a.   Both parties will keep each other apprised of any information in relation to any possible confusion, and will meet in good faith and take necessary steps to avoid any consumer confusion.

        b.   Both parties will take steps to avoid confusion, such as, but not limited to, inserting appropriate wording on the websites, promotional materials, or labels or tags, as such time arises that may be seen as necessary, that the VENTURE mark is a mark used by Ermico

for skateboard trucks and decks, not for snowboards, and that the VENTURE mark is a mark used by Vector for snowboards, not for skateboard trucks and decks.

3.   Vector shall continue to use the VENTURE mark for snowboards in the United States or in any or all States in the United States or elsewhere, and may maintain registration of the mark in the United States Patent and Trademark Office or in any and all States in the United States or elsewhere.

4.   Ermico shall continue to use the VENTURE mark for skateboard trucks and decks in the United States or in any or all States in the United States or elsewhere, and may register the mark in the United States Patent and Trademark Office or in any and all States in the United States or elsewhere.

5.   Ermico agrees not to contest, and not to assist other to initiate any lawsuit, file any notice of opposition, nor file any petition to cancel, the registration of Vector's rights in the VENTURE mark for snowboards, including any future application to register that Vector may file or registration that Vector may obtain the United States or elsewhere.

6.   Vector agrees not to contest, and not to assist others to initiate any lawsuit, file any notice of opposition, nor file any petition to cancel, the registration of Ermico's rights in the VENTURE mark for skateboard trucks and decks, including any future application to register that Ermico may file or registration that Ermico may obtain in the United States or elsewhere.

7.   As set out above in paragraphs 2(a)(b), the parties agree to consult with each other, in good faith, should future conditions or developments suggest to either the possibility that the parties' respective use of their marks might be likely to be confused with one another, all with the view to insuring that no substantial likelihood of confusion between the parties' respective uses of the mark, as it appears in commerce, shall occur.

8.   Subject paragraphs 5 and 6, should either party abandon use of its respective mark(s), and a determination be made that the rights in such mark(s) have been lost, the other party may thereafter use its mark(s) in any lawful way, unrestrained by the terms of this Agreement, and may thereafter apply for any registered rights in the mark(s) unrestricted by this Agreement.

9.   Both parties agree to provide any further consents that may be required by the United States Patent and Trademark Office or any other trademark office or entity with respect to this or future applications to register filed by either party should that party's mark be cited against any such application. Any such request for further consents must be in writing, and the requesting party shall bear all costs, if any, of all such consents. If such consent is not timely honored, the parties may take whatever action is necessary in order to compel cooperation.

10.   This Agreement shall be binding on and inure to the benefit of the parties, their parent, subsidiary and related companies, successors and assigns and all parties in privity with them. The parties may license or assign their respective rights hereunder, in whole or in part, provided that such license or assignment is not contrary to the terms of this Agreement.

THIS AGREEMENT is hereby executed in multiple originals by a duly authorized officer of the parties

Vector Snowboards, Inc. aka Venture Snowboards

Ermico, Inc.

_____
Signature

_____
Signature

By: _____

By: _____

Its: _____

Its: _____

_____
Date

_____
Date