

## CONSENT AGREEMENT

THIS AGREEMENT, executed as of the date of signing set forth below, is entered into by and between Nutshell, LLC (“Applicant”), a Michigan limited liability company having its principal place of business at 308 ½ South State Street, Suite 31, Ann Arbor, MI 48104, and WebAssist.com Corporation (“Registrant”), a California corporation having its principal place of business at 8899 University Center Lane, Suite 330, San Diego, CA 92122.

WHEREAS, Applicant has used the mark “NUTSHELL” for Customer Relationship Management (“CRM”) products and services in commerce since at least as early as September 28, 2009, and has applied to register the mark on the Principal Register of the United States Patent and Trademark Office, Serial Nos. 77836029 and 77836016; and

WHEREAS, Registrant has used the mark “NUTSHELL” for goods and services, including providing an on-line reporting engine that allows for the monitoring and reporting of the software usage of others, in commerce since at least May 15, 2007, and has registered its mark on the Principal Register of the United States Patent and Trademark Office, Registration No. 3466269; and

WHEREAS, the United States Patent and Trademark Office has cited Registrant's registration against registration of Applicant's mark on the grounds that the marks are confusingly similar; and

WHEREAS, the parties hereto recognize the validity of each other's use of, and registration of, the mark in connection with their respective goods and services and wish to avoid any conflict with the other's use or registration of the mark; and

WHEREAS, the parties hereto have concluded that confusion is not likely to arise from their use and registration of their respective marks in connection with their respective goods and services as set forth above provided that the below terms are followed by the parties;

NOW, THEREFORE, in consideration of the mutual promises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Applicant agrees to limit its use of the mark “NUTSHELL” to referring to its CRM software products and services. In addition, Applicant agrees to limit its use of the mark “NUTSHELL” such that it will refer to itself in any writing, including but not limited to advertisements, web pages, documents and contracts, as “NUTSHELL, LLC” as opposed to “NUTSHELL”.
2. Applicant agrees to pay Registrant thirteen-thousand dollars (\$13,000). Said payment shall be provided to Registrant within 5 days of the execution of this Consent Agreement by both parties.

3. Registrant hereby consents to, and agrees, that it will not take any action to interfere with or prevent the use or registration of the mark "NUTSHELL" by Applicant in connection with the aforesaid goods and services.

4. The parties agree to execute and file with the United States Patent and Trademark Office any and all documents which may be necessary or proper to effectuate the terms of this Agreement, including the registration of the parties' respective marks.

5. The parties agree to continue to take reasonable action to prevent any confusion due to the coexistence and registration of their respective marks, and to notify each other of any instances of confusion.

6. This Agreement contains the entire agreement between the parties and may only be amended or supplemented in a writing signed by both parties.

IN WITNESS WHEREOF, the parties hereto enter into this Agreement on the last date set forth below.

\_\_\_\_\_  
Nutshell, LLC

\_\_\_\_\_  
WebAssist.com Corporation

By: \_\_\_\_\_ By: \_\_\_\_\_

Name: \_\_\_\_\_ Name: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

Dated: \_\_\_\_\_ Dated: \_\_\_\_\_

3. Registrant hereby consents to, and agrees, that it will not take any action to interfere with or prevent the use or registration of the mark "NUTSHELL" by Applicant in connection with the aforesaid goods and services.

4. The parties agree to execute and file with the United States Patent and Trademark Office any and all documents which may be necessary or proper to effectuate the terms of this Agreement, including the registration of the parties' respective marks.



5. The parties agree to continue to take reasonable action to prevent any confusion due to the coexistence and registration of their respective marks, and to notify each other of any instances of confusion.

6. This Agreement contains the entire agreement between the parties and may only be amended or supplemented in a writing signed by both parties.

IN WITNESS WHEREOF, the parties hereto enter into this Agreement on the last date set forth below.

Nutshell, LLC

WebAssist.com Corporation

By:  By: 

Name: Guy Suter Name: Hieu Bui

Title: Partner Title: President

Dated: 3/11/2010 Dated: March 4, 2010