

## TRADEMARK CONSENT AGREEMENT

This Trademark Consent Agreement (this "Agreement") is made and entered into as of January 25, 2014 (the "*Effective Date*"), by and among **TOM DELATTRE**, an individual ("*Delattre*") and **GUNSKINS LLC**, an Oregon limited liability company ("*Gunskins*").

### RECITALS:

A. Delattre is now the owner of the mark GUNSKINZ, Registration No. 3697239 ("*Delattre's Mark*"), filed with the U.S. Patent and Trademark Office ("*PTO*"), for the goods described below in this Agreement.

B. Gunskins is the owner of the mark GUNSKINS, Serial No. 86041062 ("*Gunskins' Mark*"), filed on August 18, 2013 with the PTO, for the goods and services described below in this Agreement.

C. The parties desire to enter into an agreement whereby Delattre will continue to use Delattre's Mark in connection with the goods described below in this Agreement and, at the same time, Gunskins will register Gunskins' Mark with the PTO and Gunskins will continue to use Gunskins' Mark in connection with the goods and services described below in this Agreement.

### AGREEMENT:

1. Representations of Delattre. Delattre makes the following representations and warranties to Gunskins:

1.1 Delattre is an individual and uses the Delattre mark in connection with firearm accessory, namely, stickers used to personalize and adorn a firearm.

1.2 There are recognized differences in the goods and services provided by Delattre and Gunskins to raise a doubt as to likelihood of confusion as to the marks.

1.3 There are recognized differences in the appearance and sound of Delattre's Mark and Gunskins' Mark and differences in the channel of commerce in which each of Delattre and Gunskins use their respective marks. Furthermore, it is the good faith belief of Delattre that Delattre's customers and prospective consumers in Delattre's target market are unlikely to be confused by Gunskins' Mark.

1.4 Delattre is the sole and exclusive owner of Delattre's Mark.

1.5 Delattre intends to continue to use Delattre's Mark in commerce in connection with the goods described above in Section 1.1.

1.6 Delattre has obtained all necessary or required consents and approvals, and is otherwise fully authorized to enter into this Agreement, and this Agreement is the legal and binding agreement of Delattre, enforceable against Delattre in accordance with its terms.

2. Representations of Gunskins. Gunskins makes the following representations and warranties to Delattre:

2.1 Gunskins is an Oregon limited liability in good standing. Gunskins' business lies in the provision of adhesive ornamental and protective coatings for outdoor equipment and adhesive ornamental and protective coatings for firearms and firearm accessories.

2.2 There are recognized differences in the goods and services provided by Delattre and Gunskins to raise a doubt as to likelihood of confusion as to the marks.

2.3 There are recognized differences in the appearance and sound of Delattre's Mark and Gunskins' Mark and differences in the channel of commerce in which each of Delattre and Gunskins use their respective marks. Furthermore, it is the good faith belief of Gunskins that Gunskins' customers and prospective consumers in Gunskins' target market are unlikely to be confused by Delattre's Mark.

2.4 Gunskins is the sole and exclusive owner of Gunskins' Mark.

2.5 Gunskins intends to continue to use Gunskins' Mark in commerce in connection with the goods and services described above in Section 2.1.

2.6 Gunskins has obtained all necessary or required consents and approvals, and is otherwise fully authorized to enter into this Agreement, and this Agreement is the legal and binding agreement of Gunskins, enforceable against Gunskins in accordance with its terms.

3. Consent to Registration.

3.1 Delattre hereby consents to Gunskins registering Gunskins' Mark with the PTO. Delattre agrees not to object or challenge Gunskins' registration of Gunskins' Mark with the PTO.

3.2 Gunskins hereby consents to Delattre continued registration of Delattre's Mark with the PTO. Gunskins agrees not to object or challenge Delattre's registration of Delattre's Marks with the PTO.

4. Consent to Concurrent Use. Delattre and Gunskins each acknowledge and consent to the other's use or bona fide intent to use their respective marks in commerce as described in this Agreement; provided, that neither party shall expand the use of its respective marks into the business of the others as described in this Agreement without prior written consent of the other party. Neither party will attempt to associate itself with the other party or its business.

5. Exclusive Use by Delattre. Delattre shall continue to have the exclusive right to use Delattre's Mark in connection with the goods and services described above in Section 1.1. Except as provided in Section 4, Delattre shall not use that same or substantially similar mark in connection with the goods and services provided by Gunskins in any way or manner that is calculated to cause confusion, cause mistake, deceive, mislead the public, or confuse Delattre's Mark with Gunskins' Mark.

6. Exclusive Use by Gunskins. Gunskins shall have the exclusive right to use Gunskins' Mark and its related design in connection with the goods and services described above in Section 2.1. Except as provided in Section 4, Gunskins shall not use that same or substantially similar mark in connection with the goods and services provided by Delattre in any way or manner that is calculated to cause confusion, cause mistake, deceive, mislead the public, or confuse Gunskins' Mark with the Delattre's Mark.

7. Cooperation. Delattre and Gunskins each agree to cooperate with the other to eliminate or minimize confusion in the event that any such confusion arises in the future. Specifically, each party agrees to do the following at all times:

7.1 In the event that either party receives telephone calls, correspondence, e-mails or other communications meant for the other, such party will promptly forward such call, correspondence, e-mail or other communication to the other party and will advise the communicator of the mistake.

7.2 Each party will clearly advise all customers, creditors, vendors, lender, suppliers, employees and other third parties of the precise name of such party and the origin of each party's goods and services.

7.3 Each party will, when necessary, indicate that they are not associated with the other party.

8. Miscellaneous.

8.1 Term and Termination. The term of this Agreement shall begin on the date hereof and shall continue until terminated as provided in this section. This Agreement may only be terminated (a) by the mutual agreement of the parties in writing or (b) by Delattre or Gunskins upon a material breach of the covenants and conditions contained in this Agreement by the other party, which breach has not been cured after 60 days' written notice from the nonbreaching party.

8.2 Successors and Assigns. The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and of each of the parties hereto.

8.3 Governing Law. This Agreement and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the laws of the State of Minnesota, without giving effect to principles of conflicts of law.

8.4 Counterparts and Execution by Fax. This Agreement may be executed in separate counterparts, none of which need contain the signatures of all parties, each of which shall be deemed to be an original, and all of which taken together constitute one and the same instrument. Each party to this Agreement agrees that it will be bound by its own facsimile signature and that it accepts the facsimile signature of each of the party to this Agreement.

8.5 Entire Agreement. This Agreement, and the documents referred to herein constitute the entire agreement between the parties hereto pertaining to the subject matter hereof, and any and all other written or oral agreements relating to the subject matter hereof existing between the parties hereto are expressly canceled.

8.6 Amendment. This Agreement may not be amended except by a writing signed by each of the parties to this Agreement.

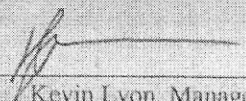
[Signatures are on Following Page]

IN WITNESS WHEREOF, the parties have signed this Trademark Consent Agreement as of the Effective Date.

TOM DELATTRE

By:  1-25-14  
Tom Delattre

GUNSKINS LLC  
an Oregon limited liability company

By:  1-31-14  
Kevin Lyon, Manager and Member