

TRADEMARK CONSENT/COEXISTENCE AGREEMENT

This trademark consent/coexistence agreement is dated August 20th, 2013 and is between CROSMAN CORPORATION, a Delaware corporation with a place of business at 7629 Routes 5 & 20, Bloomfield, New York 14469, United States (“**Crosman**”), and Société d’Expansion Commercial Libec, Inc., a Canadian corporation with a place of business at BP: 120, 3250 Montée del la Station, Ste-Justine-de-Newton, Quebec, Canada J0P 1T0 (“**Libec**”).

Crosman has been using the trademark CHALLENGER in the United States and Canada in connection with sporting guns, air guns included.

Crosman has registered the trademark CHALLENGER in the United States for goods in International Class 13, under United States Trademark Registration No. 1336551, issued May 21, 1985.

Libec has been using the trademark CHALLENGER in Canada in connection with ammunition for hunting and shooting and wishes to use the CHALLENGER mark in the United States.

Libec has registered the trademark MUNITIONS CHALLENGER AMMUNITIONS in Canada for goods in International Class 13, under Canadian Trademark Registration No. TMA762418, issued March 24, 2010.

Libec has filed the trademark CHALLENGER in Canada for goods in International Class 13, under Canadian Application No. 1626735 on May 15, 2013.

The parties believe that their respective marks are not confusingly similar when used for the respective goods, and the parties desire to use their respective marks and continue to obtain registrations for these marks and to consent to each party’s use, registration or both.

The parties therefore agree as follows:

1. The parties confirm that because of the differences between the goods for which the marks are used, and the channels of trade in which they are marketed and sold, the parties believe there is no likelihood of confusion or conflict between the parties' use and registration of their respective marks.
2. Crosman hereby consents to Libec’s use, registration or both of the CHALLENGER mark in the United States in connection with ammunition for hunting and shooting (“Libec Goods”).



3. Libec hereby consents to Crosman's use, registration or both of the CHALLENGER mark in Canada in connection with sporting guns, air guns included. ("Crosman Goods").

4. Crosman may include air gun ammunition with an air gun as part of a complete package, and such inclusion is not deemed a use of the mark on Crosman Goods for purposes of this agreement.

5. Each party shall cooperate with the other part in connection with efforts of the other party to secure registration of its CHALLENGER trademark in the United States and Canada as may be reasonably necessary to secure for the other party the benefits of trademark registration. However, neither Crosman nor Libec is required to enter a supplemental agreement that materially alters the terms of this agreement.

6. Although the parties agree that the above-identified differences between the marks and goods for which they are used preclude any real concern about a likelihood of confusion in the marketplace, in the event any confusion should occur in the future, the parties agree to cooperate to take immediate steps to correct any misunderstanding and refer the inquirer to the appropriate party, and agree to cooperate to take reasonable steps to prevent any further confusion.

7. If any provision of this agreement is unenforceable to any extent, the remainder of this agreement will not be affected by that unenforceability and will be enforceable to the fullest extent permitted by law.

8. This agreement shall be binding upon and shall inure to the benefit of the parties hereto, their parents, affiliated companies, licensees, officers, and directors, and their successors and assigns.

9. No amendment of this agreement will be effective unless it is in writing and signed by the parties. No waiver of satisfaction of a condition or nonperformance of an obligation under this agreement will be effective unless it is in writing and signed by the party granting the waiver, and no such waiver will constitute a waiver of satisfaction of any other condition or nonperformance of any other obligation.

10. This agreement constitutes the entire agreement of the parties relating to the subject matter of this agreement and supersedes all other oral or written agreements relating thereto.



11. The laws of the State of New York govern all matters arising under this agreement. The parties hereby consent to the exercise of personal jurisdiction over them by any court of competent jurisdiction within Monroe County, New York in connection with any action brought for the enforcement of rights or remedies under this agreement.

12. This agreement may be executed and delivered by the parties by a public document file ("PDF") exchange of signature pages by the signatories.

The parties are signing this agreement on the date stated in the introductory clause.

**SOCIÉTÉ D' EXPANSION
COMMERCIAL LIBEC, INC.**

By: 
Name: Elie Zarifé
Title: President & CEO

CROSMAN CORPORATION

By: 
Name: Phil Dolci
Title: President & CEO

