



# ATTACHMENT F

## CO-EXISTENCE AGREEMENT

THIS AGREEMENT is entered into by and between Water Tower Group B.V., Zuideinde 3 c, 2371 BP Roelofarendsveen, Netherlands (hereinafter referred to as "Water Tower Group"), the predecessor-in-interest of OppoSuits V.O.F., having a principal business address at Noordkade 3, NL-2371 Ea Roelofarendsveen, Netherlands, and Oppo Medical, Inc., having a place of business at Suite 603, 823 Van Ness Avenue, San Francisco, California 94109, U.S.A. (hereinafter referred to as "Oppo").

WHEREAS, Water Tower Group owns U.S. Trademark Registration No. ~~4507856~~ <sup>4508756</sup> for  the mark OPPOSUITS and Design in Class 25 for: clothing, namely suits, blazers, trousers, pants, waistcoats, shirts, T-shirts, ties, bow ties, socks and underwear, footwear, namely shoes and sneakers; headgear, namely hats and caps.

WHEREAS, Oppo owns U.S. Trademark Application No. 86/295091 for the mark OPPO and Design in International Class 25 for: shoes and boots; hats and caps; socks, and stockings; shoe inserts for primarily non-orthopedic purposes; gloves as clothing accessories; cold-proof gloves; sleeping eye masks; puttees, namely, leg wrappings; underclothing, undergarments, sports clothes, namely, tight fitted clothing, namely, shorts, tights, athletic support tops, tops, girdles, compression shirts, compression shorts, compression pants, athletic sleeves, leggings, wrist bands.

WHEREAS, Oppo's U.S. Trademark Application No. 86/295091 has been refused registration based on Water Tower Group's U.S. trademark registration No. ~~4507856~~ <sup>4508756</sup> for  OPPOSUITS;

WHEREAS, the Parties have exchanged information concerning their respective products and channels of trade;

WHEREAS, the Parties are unaware of any actual confusion involving their respective marks;

WHEREAS, the Parties believe that they can use their respective trademarks on their respective products sold through their respective channels of trade without encountering a likelihood of consumer confusion, due to the differences in the marks, channels of trade, and target markets;

WHEREAS, the Parties wish to agree concerning the use and registration of their respective trademarks in a manner preserving a lack of likelihood of consumer confusion.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, the Parties agree as follows:

1. The Parties agree that the use of their respective marks aimed at their respective purchasers through their respective channels of trade is not likely to lead to consumer confusion, and that avoidance of consumer confusion is in their mutual interest.

2. Water Tower Group consents to the registration and use of the OPPO trademark by Oppo in the U.S. for those goods listed above in Oppo's trademark application No. 86/295091. Water Tower Group will not contest or object to such use and registration of the OPPO trademark in the U.S. by Oppo for those goods listed in Oppo's trademark application No. 86/295091.

3. Water Tower Group will not use or seek to register the OPPOSUITS trademark in the U.S. for: shoes and boots; hats and caps; socks, and stockings; shoe inserts for primarily non-orthopedic purposes; gloves as clothing accessories; cold-proof gloves; sleeping eye masks; puttees, namely, leg wrappings; underclothing, undergarments, sports clothes, namely, tight fitted clothing, namely, shorts, tights, athletic support tops, tops, girdles, compression shirts, compression shorts, compression pants, athletic sleeves, leggings, wrist bands.

4. Oppo consents to the registration and use in the U.S. of the mark OPPOSUITS and Design for the goods specified above in U.S. registration No. ~~4507856~~<sup>4508756</sup>. Oppo will not contest or object to such use and registration of the OPPOSUITS and Design trademark in the

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U.S. by Water Tower Group by those goods listed in OppoSuit's U.S. trademark registration  
No. ~~4507856~~ <sup>4508756</sup> CB  
T.W.

5. Oppo agrees not to use its OPPO trademark or seek registration of its OPPO trademark for men's dress clothing and dress footwear, namely men's dress suits, men's dress blazers, men's dress trousers, men's dress pants, men's dress waistcoats, men's dress shoes, and men's dress hats.

6. Should the need arise, the parties will cooperate to take the steps necessary to prevent the possibility of customer confusion, arising not only from the use or registration of their respective marks, but also from third party uses of similar marks as well, whether authorized by either party or not.

7. The parties agree to cooperate in any way reasonably necessary to effectuate and perfect the intent of this Agreement including, without limitation, the further execution of consent or other similar documents as needed or reasonably required by the parties.

8. The parties recognize and agree that compliance with the above provisions will prevent conflict between the parties' respective trademarks and names and preclude a likely confusion or infringement in the marketplace. The parties agree that this Agreement and the covenants and obligations under this Agreement shall be respected and complied with by their respective subsidiaries, affiliates, agents, licensees, legal successors and assigns.

9. This Agreement may not be altered, amended, modified or otherwise changed in any respect except in writing, executed by authorized representatives of each of the parties hereto.

10. This Agreement may be signed in counterparts, which shall together constitute a complete agreement. A signature transmitted by facsimile shall be considered an original for purposes of this agreement.

IN WITNESS WHEREOF, Water Tower Group and Oppo have caused these presents to be signed by their respective corporate officers hereunto duly authorized.

WATER TOWER GROUP B.V.

Date: October 7<sup>th</sup>, 2015 \_\_\_\_\_

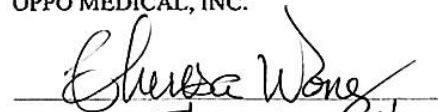


Printed Name: Guus H.J. Bakker \_\_\_\_\_

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

OPPO MEDICAL, INC.

Date: \_\_\_\_\_



Printed Name: Theresa Wong \_\_\_\_\_

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