#### **AGREEMENT**

THIS AGREEMENT is made by and between Polaris Industries Inc. ("Polaris"), having an address at 2100 Highway 55 Medina, Minnesota, and Super Training Products LLC ("STP"), having an address at 3447 Koso Street, Davis, California 95618, effective as of the date last signed by the parties hereto (the "Effective Date").

WHEREAS, Polaris filed U.S. Trademark Application Nos. 85/672,591 and 85/672,666 for SLINGSHOT and the SLINGSHOT logo shown below for "clothing, namely, shirts, pants, hats, gloves, jackets" in Class 25. Polaris' SLINGSHOT marks will be used in connection with promotional clothing for its recreational vehicles.



WHEREAS, STP filed U.S. Trademark Application No. 85/620,944 for SLING SHOT for "athletic apparel, namely, shirts, pants, jackets, footwear, hats and caps, athletic uniforms; clothing for exercise, weightlifting, powerlifting" in Class 25; and whereas STP filed U.S. Trademark Application No. 85/885,785 for MARK BELL SLING SHOT for "athletic apparel, namely, shirts, pants, jackets, footwear, hats and caps, athletic uniforms; Clothing for exercise, weightlifting, and powerlifting, namely moisture-wicking sports shirts, shorts, and wristbands" in Class 25.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

#### 1. Acknowledgement of Rights

Polaris hereby acknowledges STP's rights in its SLING SHOT and MARK BELL SLING SHOT trademarks for athletic apparel and agrees not to oppose, contest or otherwise challenge the validity of STP's rights or applications or registrations for SLING SHOT or MARK BELL SLING SHOT, directly or indirectly aid or assist any other persons or entities in challenging the validity of STP's rights, applications or registrations or otherwise assist or participate in any action contesting the validity of STP's rights, applications or registrations.

STP hereby acknowledges Polaris' rights in its SLINGSHOT trademarks for promotional clothing for recreational vehicles and agrees not to oppose, contest or otherwise challenge the validity of Polaris' rights or applications or registrations for SLINGSHOT, directly or indirectly aid or assist any other persons or entities in challenging the validity of Polaris' rights, applications or registrations or otherwise assist or participate in any action contesting the validity of Polaris' rights, applications or registrations.

#### 2. Limitation of Use

Polaris agrees not to use its SLINGSHOT trademarks in connection with athletic apparel specifically intended for exercise, weightlifting or powerlifting.

STP agrees not to use its SLING SHOT or MARK BELL SLING SHOT trademarks in connection with promotional clothing for recreational vehicles.

# 3. <u>Limitation of Application Nos. 85/672,591 and 85/672,666</u>

Polaris agrees to limit the goods in its U.S. Trademark Application Nos. 85/672,591 and 85/672,666 to "promotional clothing related to recreational vehicles, namely, shirts, pants, hats, gloves, jackets" in Class 25.

#### 4. Further Agreements and Consents

The parties agree to execute any further agreements, consents or other documents which may be necessary to carry out the spirit and intent of this Agreement. Subject to the limitations noted in Sections 2 and 3 of this Agreement, STP consents to Polaris' use and registration of its SLINGSHOT trademarks. Subject to the limitations noted in Section 2 of this Agreement, Polaris consents to STP's use and registration of its SLING SHOT and MARK BELL SLING SHOT trademarks.

### 5. In The Event of Marketplace Confusion

In view of the overall differences in the parties' goods, trade channels and target consumers, the parties do not anticipate that any confusion or mistakes will arise from their use of their respective marks. However, in the event that any confusion does arise, or appears likely, the parties agree to cooperate to take steps to abate the confusion and to prevent confusion from recurring.

#### 6. Scope of Agreement

The parties intend the scope of this Agreement to be in full force and effect on a global basis.

## 7. Successors & Assigns

This Agreement shall be binding upon, and inure to the benefit of, the parties and their respective heirs, personal representatives, devisees, successors in trust, successors and assigns, administrators, officers, directors, shareholders, members, managers, partners, agents, employees, attorneys, subsidiaries, parent corporations, affiliates, successors in interest, successors through merger or corporate restructure, and successors through a sale of all or substantially all of the assets or business, and anyone else acting on their behalf.

IN WITNESS WHEREOF, each of the parties hereto has executed this Agreement as of the date last written below.

POLARIS INDUSTRIES INC.		SUPER TRAINING PRODUCTS LLC	
Ву: 🟒	Sluy Egur	Ву:	Myla
			MarkBell
Title:	Stacy Bogart VP, General Counsel	Title:	Owner
Date: _	April 8, 2013	Date:	3-28-13