

PURCHASER:

PILOT INC.


By:  _____

Name: _____

Title: **Scott A Wepp**

CEO

SELLER



FRANK HODGES ^{AKA} **FRANCISCO**
RBP PERFORMANCE INC.
PRESIDENT

ASSIGNEE:

PILOT INC.

By:  _____

Name:

Title:

Scott A. Weems

CEO

RBP PERFORMANCE INC

 _____

FRANK HODGES
AKA Francisco Hodges
PRESIDENT

August 15, 2017

Housep Boyajian [Spelling?]
E & P Investments, LLC
[Address]

Re: Tire Trademark Purchase Agreement and Waiver

Dear _____:

This letter agreement confirms our understanding regarding the parties' rights and cooperation to protect their respective trademark rights under the December 23, 2015 Trademark Purchase Agreement (the "Agreement") between RBP Performance, Inc. ("RBP"), Frank Hodges ("Hodges") and E & P Investments, LLC, ("E & P Investments") and the effect of the Notice of Waiver / Exercise of Right of First Refusal dated June 14, 2017 (the "Waiver").


1. Existing Registrations Covering Tires and Other Goods. Under the Agreement, "RBP Tire Trademark" means the trademarks and trademark registrations and applications listed in Exhibit B to the Agreement, only for tires. The parties acknowledge that the following Canadian trademark registrations owned by RBP cover both tires and other goods and therefore are retained by RBP. E & P Investments has the right to use such trademarks in connection with the manufacture, sale and use of tires in Canada and to transfer such rights to a third party. RBP and Hodges will not use such trademarks in connection with tires.

- Canadian Registration No. TMA973973 for RR POWER & Design
- Canadian Registration No. TMA973974 for RBP R & Design
- Canadian Registration No. TMA965394 for ROLLING BIG POWER

2. Registration and Use of RBP Trademarks; Cooperation to Avoid Consumer Confusion.

- E & P Investments may register and use the RBP Tire Trademark and other trademarks including the term "RBP" or "ROLLING BIG POWER" ("RBP Trademarks") only in connection with tires. RBP and Hodges will not challenge or contest the validity, ownership or registration of such RBP Trademarks.
- RBP and Hodges may register and use the RBP Trademarks only in connection with goods and services other than tires. E & P Investments will not challenge or contest the validity, ownership or registration of such RBP Trademarks.
- Each party will execute consent agreements and otherwise cooperate with the other party as reasonably requested by the other party to confirm the parties' coexistence agreement and enable the other party to register its rights in the RBP Trademarks.
- To preserve the goodwill associated with the RBP Trademarks, each party will maintain the quality of all goods it markets and sells under the RBP Trademarks at least as high as the quality of the same or similar goods marketed and sold under the RBP Trademarks immediately prior to the Effective Date.
- The parties will use commercially reasonable efforts to avoid consumer confusion in the marketplace between their respective RBP Trademarks.

3. Effect of Waiver. The Waiver terminates E & P Investments' right of first refusal under Section 11 of the Agreement, and E & P Investments has no further rights under Section 11 of the Agreement. As of the date of the Waiver, the Agreement and RBP's and Hodges' right title and interest in the RBP Trademarks (including Retained IP) are freely assignable by RBP and Hodges. No party will assign or otherwise transfer the Agreement, this letter agreement or any rights under its RBP Trademarks (including any merger, change of control or sale of assets) unless the assignee or counterparty agrees in writing to be bound by the Agreement and this letter agreement and such party provides the other party with prior written notice of the assignment or transaction. The parties' rights and


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obligations under the Agreement and this letter agreement be binding on the parties' successors and assigns.


Please confirm your agreement to the above by signing this letter agreement where indicated below and returning an original signed copy to my attention.

Sincerely,

Frank Hodges

ACCEPTED AND AGREED:

E & P Investments, LLC

By: 

Housep Boyajian
President

Date: 8-18-2017