

COEXISTENCE AGREEMENT

This Coexistence Agreement ("Agreement") is entered into by and between Christopher R. Dages, an individual, Patrick J. Ortt, an individual ("Dages/Ortt"), and Wheel Pros, LLC a Delaware Limited Liability Company, with offices located at 5347 S. Valentia Way, Suite 200, Greenwood Village, CO 80111, ("Wheel Pros"), (collectively, "the Parties" or individually, a "Party") and is to become effective upon the complete execution of the signature block provided below (the "Effective Date").

WHEREAS, Dages/Ortt is the owner U.S. Trademark Application No. 88243090 for THRUST in connection with Swimwear and Underwear, in International Class 025 (the "Dages/Ortt Mark");

WHEREAS, Wheel Pros is the owner of U.S. Trademark Registration No. 2433240 for TORQ THRUST in connection with clothing, namely, jackets, T-shirts, men's shirts, hats, vests, shop aprons and headbands in International Class 025 (the "Wheel Pros Mark");

WHEREAS, the Dages/Ortt Mark has been rejected by the United State Patent & Trademark Office ("PTO") based on a likelihood of confusion with the Wheel Pros Mark;

WHEREAS, the Parties agree that, subject to the restrictions and conditions set forth herein, their respective marks can coexist in the US marketplace without a likelihood of consumer confusion; and

WHEREAS, the Parties wish to enter into this Agreement setting forth their rights and obligations with respect to their use of their respective marks, pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual terms and covenants set forth in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Consent and Agreement not to Challenge.
 - a. Provided that Dages/Ortt is in full compliance with this Agreement, Wheel Pros consents to and expressly agrees not to challenge or to assist a third party in challenging the validity, ownership, use, or any future registrations for the Dages/Ortt Mark in connection with the listed services. If requested by PTO, Wheel Pros agrees to sign a written consent to registration of the Dages/Ortt Mark to facilitate its registration pursuant to Section 3a.
 - b. Dages/Ortt consents to and expressly agrees not to challenge or to assist a third party in challenging the validity, ownership, use, or any future registrations for TORQ

THRUST in connection with any goods or services, provided that Wheel Pros inform Dages/Ortt prior to any use for mens swimwear or underwear.

- c. The Parties and their channels of trade are presently and for the foreseeable future separate and distinct. Wheel Pros operates in the automotive industry and uses the Wheel Pros Mark as a secondary source indicator. Dages/Ortt specifically market their goods to the LGBT community.
 - d. The Parties agree that the Dages/Ortt Mark and the TORQ THRUST Mark are distinct and as a result, are not confusingly similar or substantially similar for purposes of allegations of trademark and/or other intellectual property infringement.
 - e. In the future, Dages/Ortt may revise, change, or update the Dages/Ortt Mark in any manner that does not render it confusingly or substantially similar to the Wheel Pros Mark.
 - f. In the future, Wheel Pros may revise, change, or update the Wheel Pros Mark in any manner that does not render it confusingly or substantially similar to the Dages/Ortt Mark.
 - g. The Parties shall reasonably cooperate to effectuate the purposes and intent of this Agreement and to take reasonable steps to avoid consumer confusion.
 - h. Further, Dages/Ortt agrees and consents not to add TORQ or any variations of TORQ to its mark in any future registration and Wheel Pros agrees and consents not to remove TORQ from its mark in any of its future registrations. The Parties agree that such a use in the same class would cause a likelihood of confusion in the marketplace.
2. No Likelihood of Confusion. The Parties acknowledge and agree that because of the differences in use of each party's respective mark, and because of the other undertakings set forth in this Agreement; consumer confusion between the party's respective marks is not likely.
 3. Mutual Undertakings.
 - a. Execution of Consent Documents. Each party shall, as promptly as reasonably practicable, and in any case within ten (10) business days of the other party's written request, execute such reasonable specific consent agreements or other documents prepared by the other party to effectuate the purposes of this Agreement including, without limitation, for filing with the USPTO to overcome likelihood of confusion refusals of one party's trademark applications based on prior registrations or applications for the other party's mark that are in compliance with this Agreement.

- b. **Further Action to Avoid Confusion.** The parties agree that they will not advertise or promote the goods under the marks in a manner that implies that such party or its goods are affiliated or connected with the other party or the other party's goods.
 - c. **Cooperation in the Event of Actual Confusion.** In the unlikely event that either party becomes aware of any actual consumer confusion resulting from the simultaneous use of the marks as permitted by this Agreement, such party shall advise the other party within five (5) business days of the details of such confusion and the parties shall take commercially reasonable steps to address the confusion and prevent its future occurrence.
 - d. **Costs.** Each party shall bear its own costs in connection with performance of this Agreement, including for the preparation and filing of any Amendments with the US Trademark Office, or consent agreements that a party requests pursuant to Section 3a.
- 4. **Scope.** The territorial scope of this agreement is global.
 - 5. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement. This written document supersedes any prior agreements, understandings, communications, discussions, or negotiations between the Parties regarding the subject matter of this Agreement.
 - 6. **Term.** This Agreement shall continue in full force and effect without limitation of term so long as each party holds rights in its respective mark.
 - 7. **Modification.** This Agreement shall not be modified by any Party by oral representation made before or after the execution of this Agreement. Any modification must be in writing and signed by the Party against whom such modification is sought to be enforced.
 - 8. **Construction.** This Agreement, or any portion thereof, shall not be construed against the Party who initially prepared it, but shall be construed as if both Parties jointly prepared each and every part thereof, and any uncertainty or ambiguity shall not be interpreted to the detriment of any Party on such basis.
 - 9. **Authorization.** The Parties represent and warrant that each has the requisite power and authority and has taken all actions necessary to execute and deliver this Agreement, to consummate the transactions contemplated by this Agreement, and to perform its obligations under this Agreement. If any additional acts are required to consummate the transactions contemplated by this Agreement and/or to perform either Party's obligations under this Agreement, the Parties will perform those additional acts in good faith and will execute any documents that are reasonably necessary to give effect to this Agreement's terms. Each of

the Parties hereto has voluntarily entered into this Agreement without duress or compulsion, of their own respective free will, and each Party has reviewed the terms of this Agreement with their respective advisors and/or attorneys before signing this Agreement.

10. Successors and Assigns. The obligations and duties under this Agreement are binding on the Parties, their successors, affiliates, agents, officers, directors, employees, members, parents, subsidiaries, partners, predecessors, representatives, and assigns, and the rights under this Agreement inure to the benefit of the Parties, their successors, affiliates, agents, officers, directors, employees, members, parents, subsidiaries, partners, predecessors, representatives, and assigns.
11. Severability. If a court of competent jurisdiction declares any clause or provision of this Agreement illegal, invalid or unenforceable, the Parties will use reasonable efforts to agree to terms that will lawfully carry out the intended purpose of that clause or provision. The Parties further intend that the remainder of this Agreement is not affected thereby, and remains in full force and effect.
12. Titles. The titles contained in article headings of this Agreement are merely for convenience and are not intended to give notice of all the matter in the articles following such titles. The titles do not constitute any part of this Agreement and are not be considered in its interpretation.
13. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an Original, but which together shall constitute one and the same instrument if this Agreement is executed in counterparts, no signatory hereto shall be bound until both the Parties named below have duly executed or caused to be duly executed a counterpart of this Agreement.
14. Facsimile. A signature on a copy of this Agreement received by either Party by facsimile or electronically, is binding upon the other party as an original. Both Parties agree that a photocopy of such facsimile/electronic document may also be treated as a duplicate original.

[signature page follows]

IN WITNESS WHEREOF, the Parties have executed this Agreement or caused it to be executed as of the dates written below.

Dages/Ortt

By: CRD

Christopher R. Dages

Date: 5/7/2019

x
By: Patrick J. Ortt

Patrick J. Ortt

x
Date: 5/7/2019

Wheel Pros, LLC

By: [Signature]

Print Name: Edward Burns

Title: General Counsel

Date: 5/18/2019