

CONSENT AND COEXISTENCE AGREEMENT

This Agreement is between Agra Solutions, LLC a corporation organized and existing under the laws of the State of Ohio, having a principal business address of 23778 Delphos Jennings Road, Delphos, OHIO 45833 and Rosen's, Inc., a corporation of the State of Minnesota having a principal business address of 1120 Lake Avenue, Fairmount, Minnesota 56031 (collectively referred to as "the parties").

WHEREAS, Agra Solutions, LLC owns a federal trademark application for the mark HUSTLE (U.S. Serial No. 88146409) for use in connection with

"Fertilizer solution for agricultural use";

and alleges use of its mark in commerce since December 8, 2016

WHEREAS, Rosen's, Inc. owns a federal registration of the mark HUSTLE (U.S. Reg. 5639306) for use in connection with

"Chemical preparations for use in agriculture, namely, chemical preparations for the treatment of seeds";

and alleges use of its mark in commerce since March 07, 2018;

WHEREAS, the above registration of Rosen's, Inc. was cited by the United States Patent & Trademark Office as a reference for refusing the registration of Agra Solutions, LLC 's above application;

WHEREAS, the parties believe and agree that there will be no cross-over in their reputations and goodwill and no likelihood of confusion caused

by use of their respective above marks in accordance with this Agreement;
and

WHEREAS, no actual confusion has come to the attention of either of the parties to this agreement;

NOW, THEREFORE, to avoid any possible conflict between the parties' use and registration of their respective marks in the future, the parties agree as follows:

1. This Agreement shall be effective as of the date last subscribed below by the parties hereto;

2. Rosen's, Inc. agrees that it will not use in commerce the mark "HUSTLE" or any mark confusingly similar thereto and will not apply to register any mark that includes the word "HUSTLE" for any goods in the nature of Fertilizer solution for agricultural use unless consent is given in writing by Agra Solutions, LLC

3. Agra Solutions, LLC agrees that it will not use in commerce the mark "HUSTLE" or any mark confusingly similar thereto and will not apply to register any mark that includes the word "HUSTLE" or any mark confusingly similar thereto for any goods in the nature of chemical preparations for the treatment of seeds unless consent is given in writing by Rosen's, Inc. .

4. The parties to this agreement each consent to the use by the other and their respective licensees, assignees, distributors, subsidiaries and affiliates of the mark HUSTLE in association with the goods in their

respective application and registration so long as such use is in compliance with the above paragraphs 2 and 3.

5. The parties agree that the differences between the goods described in the above registration of Rosen's, Inc. and the goods identified in the above federal trademark application of Agra Solutions, LLC and the differences between the ordinary customers for those goods are sufficient to permit an ordinary customer to distinguish between the sources of the goods sold by the parties in association with their respective marks and therefore to avoid a likelihood of confusion. The bases for this belief includes the fact that, although the goods of both parties are chemicals used in the broad field of agriculture, the parties sell to different classes of customers. The ordinary customer for the goods of Rosen's Inc. is an agricultural chemical retailer, while the ordinary customer for the goods of Agra Solutions, LLC is the farmer who applies the goods to his fields. The ordinary customers for the respective goods of the parties are different; namely, farmers vs agricultural chemical retailers. Consequently, the respective goods of the parties are sold and move in separate channels of trade.

6. Agra Solutions, LLC and Rosen's, Inc. agree that they will at all times hereafter continue in good faith to take any and all appropriate steps to ensure that no confusion will result from the use and registration of their marks in accordance with this agreement.

7. Should the need arise, the parties will cooperate to take further steps necessary to prevent the possibility of consumer confusion. The parties further agree to cooperate in good faith in any way necessary to effectuate and perfect the intent of this Agreement, including without limitation the

execution of additional consent agreements or other similar documents. This paragraph applies, for example, in the event that a trademark examining attorney or any officer or body of the U.S. Patent & Trademark Office refuses registration in an application of a party to this Agreement on the basis of a registration or use of the other party to this Agreement, if that application or use complies with this Agreement.

8. The parties recognize and agree that compliance with the above provisions of this agreement will prevent conflict between the marks and preclude likelihood of confusion in the marketplace.

9. The parties agree that neither party will institute or participate in any opposition proceeding, cancellation proceeding or litigation in which they advocate a position that is inconsistent with the terms of this agreement.

10. The parties agree that within 30 days of the execution of this Agreement, Agra Solutions, LLC will submit this agreement to the trademark examining attorney in connection with its application no. 88146409 and request that the refusal based upon the above registration owned by Rosen's, Inc. be withdrawn.

11. In the event that the trademark examining attorney withdraws the refusal based upon the above registration owned by Rosen's, Inc., the parties agree that Agra Solutions, LLC will not file a petition to cancel the above registration owned by Rosen's, Inc.

12. In the event that this agreement is submitted but deemed insufficient or unacceptable by a trademark examining attorney or any other officer or body within the U.S. Patent & Trademark Office, the parties will

negotiate in good faith a revised agreement to carry out the purposes of this agreement and to avoid the insufficiency or unacceptability.

13. This Agreement will terminate if either party abandons use of its mark in the United States.

14. This agreement shall be applicable to any future applications filed by either party for their respective marks which are the subject of this agreement for use in connection with goods that are within the terms of this agreement.

15. This Agreement shall be interpreted and construed in accordance with the laws of the State of Ohio, without regard to its conflict of laws principles.

16. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements, negotiations, representations and understandings relative thereto. The provisions of this Agreement shall be modified only by an agreement in writing signed by both parties hereto. Each of the Parties acknowledges that no representation or promise of any kind or character has been made by anyone to induce the execution of this Agreement except as stated in this Agreement. There are no representations, warranties, agreements or understandings between the Parties with respect to the subject matter of this Agreement other than as specifically set forth herein.

17. Each of the Parties acknowledges that it has received independent legal advice from counsel of its choice with respect to the advisability of entering into this Agreement, and has executed this

Agreement with the consent and advice of such counsel. Accordingly, the rule of construction to the effect that ambiguities in an agreement are to be resolved against the drafting Party shall not be employed in the interpretation of this Agreement. Further, each Party represents and declares that it has carefully read this Agreement, knows the contents, and executes the same voluntarily and without duress or coercion of any kind.

18. Both parties to this Agreement may license or assign their respective rights hereunder, in whole or in part, provided that such license or assignment is consistent with and does not extend beyond the provisions of this Agreement.

19. The failure of any party to enforce any of the provisions of this Agreement shall not be construed to be a waiver of the right of such party thereafter to enforce such provisions.

20. In the event any provision of this Agreement is invalid or unenforceable or is prohibited by law, the remaining provisions of this Agreement shall remain in full force and effect, and the remainder of this Agreement shall be valid and binding as though such invalid, unenforceable, or prohibited provision were not included herein.

21. This Agreement shall be effective and binding upon the parties and their officers, employees, agents, attorneys, heirs, executives, successors, assigns, affiliates and related businesses, including but not limited to, their subsidiaries and divisions, whether wholly-owned or otherwise.

22. The parties agree that this Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, Agra Solutions, LLC and Rosen's, Inc. have executed this Agreement through their duly authorized representatives:

Agra Solutions, LLC

By: James A Wellman
James Wellman
President

Date: 7-5-19

Rosen's, Inc.

By: Dorothy V. Demand, Jr.
Name: **DOROTHY V. DEMAND, JR**
Title: **VP & GENERAL COUNSEL**

Date: 7-8-19