

EXHIBIT D TO KOEPPF DECLARATION

CONSENT AGREEMENT

THIS CONSENT AGREEMENT (the "Agreement") effective as of the last date of execution below, by and between the City of New York, a New York municipal corporation, with an address of City Hall, New York, New York 10007 ("the City"), and NYC & Company, Inc., a New York non-profit corporation with offices at 810 Seventh Avenue, New York, New York 10019, ("NYC & Company") (hereinafter, each a "Party" and collectively, the "Parties").

WHEREAS, the City is the owner of, *inter alia*, US Trademark Registration Nos. 3666776, 3666777, 3668124, and 3673025 for the mark NYC (Stylized) for "Promoting business and tourism in the New York metropolitan area, namely, promoting the services of others in the fields of tourism, conventions, restaurants, retail stores, cultural activities, business and business investment in New York City through the distribution of printed, video, online, and audio promotional materials, press releases, press conferences, and the rendering of sales promotion advice; providing promotion of special events" in International Class 35 and for "Entertainment, namely, production and presentation of events in the nature of live show performances, live music concerts, live musical performances and cultural events" International Class 41 (Reg. No. 3668124 only) (the "City Registrations");

WHEREAS, NYC & Company filed US Trademark Application Serial No. 85922651 for "NYC RESTAURANT WEEK" in International Class 35 in the US Patent and Trademark Office (the "PTO") for "Promoting business and tourism in New York City by promoting the services of applicant's restaurant business members" (the "Application");

WHEREAS, the City consents to the registration of the Application in the PTO; and

WHEREAS, the City and NYC & Company have duly considered the issues regarding past and future simultaneous registration of their respective marks for their respective services and have resolved and hereby confirm their respective rights to obtain or maintain registrations for their respective marks for their respective services so as to avoid any likelihood of confusion.

NOW THEREFORE, in exchange for good and valuable consideration in the form of the mutual promises, covenants and agreements set forth herein, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. The City hereby consents to the registration of the Application in the PTO for the services listed therein.
2. The Parties agree and represent that the uses of their respective marks to date have not caused, to the knowledge of the Parties, any instances of actual confusion, mistake or deceit upon the part of the Parties' respective customers or prospective customers.

3. The Parties agree and represent that in the event that either Party becomes aware of or is informed of significant confusion arising from the Parties' uses of their respective marks, then the Parties will promptly, and in good faith, meet to determine appropriate steps to prevent such confusion.
4. The Parties agree that uses of their respective marks consisting of the terms "NYC (Stylized)" and "NYC RESTAURANT WEEK" as set forth in the Parties' respective registrations and/or application above are not likely to cause confusion, mistake or deceit with respect to their customers and prospective customers.
5. The respective Parties agree not to attempt to associate themselves with the other Party's services, including, without limitation, through the use of similar trade dress.
6. The Parties agree that nothing herein is intended to in any way restrict competition between the Parties with respect to any of the subject services referenced herein; rather, the Parties recognize that it is in their respective best interests to conduct their practices under their respective designations in such fashion so as to continue to avoid any likelihood of customer confusion, deception, or mistake.
7. NYC & Company represents and warrants that it has the requisite authority to execute, deliver and perform this Agreement.
8. The City represents and warrants that it has the requisite authority to execute, deliver and perform this Agreement.
9. Subject to the City's compliance with the terms of this Agreement, NYC & Company shall not at anytime in the future seek to cancel the City Registrations.
10. Subject to NYC & Company's compliance with the terms of this Agreement, the City shall not file any opposition against the Application or seek to cancel any registration issuing from same.
11. This Agreement constitutes the entire agreement of the Parties and supersedes all prior or contemporaneous agreements, discussions or representations, oral or written with respect to the subject matter hereof and may be modified only by a single writing executed by each of the Parties hereto.
12. This Agreement shall be binding on all successors and assigns of the Parties. No provisions herein contained shall be waived, modified or altered, except by an instrument in writing, duly executed by the Parties hereto.
13. The failure at any time of either Party to demand strict performance by the other Party of any of the terms or conditions of this Agreement shall not be construed as a continuing waiver or relinquishment thereof and either Party may at any time

demand strict and complete performance of the other Party of said terms and conditions.

14. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to any choice of law or conflict of law provision or rule whether such provision or rule is that of the State of New York or any other jurisdiction.
15. This Agreement may be executed in any number of counterparts but all counterparts hereof shall together constitute one agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as set forth below.

CITY OF NEW YORK

By: _____

Alicia Glen

Title: Deputy Mayor for Housing and Economic Development

Date: _____

7/3/14

NYC & COMPANY, INC.

By: _____

Bryan X. Grimaldi

Title: Chief Operating Officer and General Counsel

Date: _____

7/9/14