

CONSENT AND CO-EXISTENCE AGREEMENT

This Consent and Co-Existence Agreement ("Agreement") is made and entered into as of the last of the dates shown in the signature block below (the "Effective Date"), and is between SkyBridge Capital II, LLC, a Delaware limited liability company with a principal place of business at 527 Madison Avenue, 16th Fl., New York, New York 10022 ("SkyBridge") and Massachusetts Higher Education Assistance Corporation, a Massachusetts non-profit corporation doing business as American Student Assistance, with a principal place of business at 100 Cambridge Street, Suite 1600, Boston, Massachusetts 02114 ("ASA") (each, individually, a "Party" and collectively, the "Parties").

WHEREAS, SkyBridge produces the annual SALT Conference which is an educational and entertainment event committed to facilitating balanced discussions and debates on macro-economic trends, geo-political events and alternative investment opportunities within the context of a dynamic global economy ("SALT Conference") and SkyBridge has been using in interstate commerce the mark "SALT" since at least February 2014 and is the owner of U.S. Trademark Registration Nos. 4,748,039, for the mark "SALT" & Design, registered on June 2, 2015 (the "SkyBridge Registration") and has applied for registration at the United States Patent and Trademark Office ("USPTO"), for the mark SALT (black stylized), Serial No. 88/205,742 (the '742 Application), for the mark SALT (blue stylized), Serial No. 88/205,511 (the '511 Application), and for the mark SALT (gray stylized), Serial No. 88/206,611 (the '611 Application) (collectively the "SkyBridge Applied-for-Marks") (the SkyBridge Registration and the SkyBridge Applied-for Marks collectively referred to herein as, the "SkyBridge Marks and Registration") for the following goods and services (hereinafter, collectively the "SkyBridge Goods/Services"):

Reg. No. 4,748,039

IC 041 for: Arranging and conducting educational conferences in the fields of investment and financial services.

SkyBridge Applied for Marks

IC 009 for: Digital materials, namely, downloadable videos and podcasts featuring information, news and editorial content in the fields of finance, economics, business, entrepreneurship and technology

IC 041 for: Arranging, conducting and facilitating educational seminars, conferences, workshops and lectures, as well as an ongoing series of webcasts and television and radio programs in the fields of finance, economics, business, entrepreneurship and technology; Development, creation, production, distribution and post-production of television shows, videos, multimedia entertainment content and podcasts for others featuring information, news and editorial content in the fields of finance, economics, business, entrepreneurship and technology; Providing a website featuring curated digital materials, namely, providing a website featuring non-downloadable videos and podcasts featuring information, news and editorial content in the fields of finance, economics, business, entrepreneurship, and technology.

WHEREAS, ASA is the owner of U.S. Trademark Registration Nos. 4,675,827, 4,675,828, 5,155,479 and 5,155,463 for the mark "SALT" and logo iterations thereof registered on January 20, 2015, January 20, 2015, March 7, 2017 and March 7, 2017 respectively, for use with a wide range of student loan services and related educational and counselling services (collectively the "ASA Marks and Registrations") and more specifically for the following goods and services (collectively, the "ASA Goods/Services"):

Reg. Nos. 4,675,827 and 4,675,828

IC 036: Student financial counseling services, namely, helping students to make informed and intelligent decisions about their personal and college finances; student debt counseling services; providing student loan information; student loan services, namely, reminding students of debt payment deadlines; providing a website for current and former students featuring information on student finances, student loans, student debt management, student loan repayment, and finding and applying for scholarships and financial aid; College counseling services, namely, assisting students in finding and applying for scholarships and financial aid.

IC 041: Providing educational presentations and on-line classes in the field of student finances, student loans, student debt management and student loan repayment, and distributing on-line educational materials in connection therewith; providing a website featuring educational materials in the nature of articles and videos on student finances, student loans, student debt management, student loan repayment, and achieving academic success in college; college consulting services, namely, assisting students in finding and selecting colleges, applying for admission to colleges, and achieving academic success in college; providing a website featuring information on finding and selecting colleges and applying for admission to colleges.

IC 042: Computer services, namely, hosting on-line web facilities for current and former students to engage in interactive discussions regarding student loans, student finances, student debt management, student loan repayment, finding and selecting colleges, applying for admission to colleges, achieving success in college and managing the transition from college to employment.

Reg. Nos. 5,155,463 and 5,155,479

IC 036 for: Student financial counseling services regarding informed and intelligent decisions about personal and college finances; student debt counseling services; providing student loan information; student loan services, namely, sending reminders regarding debt payment deadlines; providing a website featuring information on student finances, student loans, student debt management, student loan repayment, and finding and applying for scholarships and financial aid; College counseling services regarding finding and applying for scholarships and financial aid; financial services, namely, student loan consultation; student loan services.

IC 041 for: Providing educational presentations and on-line classes in the field of student finances, student loans, student debt management and student loan repayment, and distributing on-line educational materials in connection therewith; providing a website featuring educational materials in the nature of articles and videos on student finances, student loans, student debt management, student loan repayment, and achieving academic success in college; college consulting services regarding finding and selecting colleges, applying for admission to colleges, and achieving academic success in college; providing a website featuring information on finding and selecting colleges and applying for admission to colleges.

IC 042: Computer services, namely, hosting on-line web facilities for users to engage in interactive discussions regarding student loans, student finances, student debt management, student loan repayment, finding and selecting colleges, applying for

admission to colleges, achieving success in college and managing the transition from college to employment.

WHEREAS, the Parties have been simultaneously using their respective marks;

WHEREAS, the Parties believe that their respective marks as used in accordance with this Agreement are not likely to be confused as to source, sponsorship, affiliation, or association;

WHEREAS, the Parties wish to avoid consumer confusion;

NOW, THEREFORE, in consideration of the above premises and the mutual terms and covenants set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Non-Material Alterations

a. The SkyBridge Marks and Registration include any Non-Material Alterations (as defined in Section 1609.02(a) of the TMEP) of the trademark that do not otherwise conflict with the express provisions of this Agreement, and other alterations to such trademark are permitted under this Agreement.

b. The ASA Marks and Registrations include any Non-Material Alterations (as defined in Section 1609.02(a) of the TMEP) of the ASA Marks and Registrations that do not otherwise conflict with the express provisions of this Agreement, and other alterations to such mark are permitted under this Agreement.

2. ASA consents to SkyBridge's registration and use of the SkyBridge Applied-for-Marks, as well as any subsequently filed applications to register the SkyBridge Marks and Registration for the SkyBridge Goods/Services ("SkyBridge Future Applications") and agrees not to take any action, including, but not limited to, contest, oppose, object to, seek to limit, seek to cancel, or commence a proceeding against, or otherwise challenge use or registration of the SkyBridge Marks and Registration or assist others in contesting, objecting to, opposing, seeking to cancel, commencing a proceeding against, or otherwise challenging SkyBridge's rights to use the SkyBridge Marks and Registration in connection with the sale, promotion, and advertisement of SkyBridge Goods/Services, provided that SkyBridge is not in breach of this Agreement and SkyBridge's use of the SkyBridge Marks and Registration is limited as set forth below:

a. SkyBridge does not use "SALT" in connection with the ASA Goods/Services, services related to student loans or student finances, college consulting services, or the promotion, advertisement, or sale thereof;

b. SkyBridge does not advertise or promote goods and services, under the SkyBridge Marks and Registration in such a way as to imply any affiliation or connection with the ASA Marks and Registrations, ASA, or ASA Goods/Services; and

c. SkyBridge does not defame, disparage, encourage others to defame or disparage, and/or otherwise make misrepresentations with respect to the ASA Marks and Registrations, or ASA itself.

For the avoidance of doubt, nothing in this Section 2 of the Agreement shall prohibit SkyBridge from arranging, conducting promotion of, or advertisement of educational seminars or conferences that include

workshops, or lectures that address student loans or student finances, or college consulting services, provided that the educational seminar or conference, does not primarily promote or advertise student loans or student finances, or college consulting services.

Under these conditions, ASA consents to the registration of SkyBridge's applications for registration of the SkyBridge Applied-for-Marks and SkyBridge Future Applications for the SkyBridge Goods/Services.

3. SkyBridge consents to ASA's registration and use of the ASA Marks and Registrations, as well as any subsequently filed applications to register the ASA Marks and Registrations for the ASA Goods/Services ("ASA Future Applications") and agrees not to take any action, including, but not limited to, contest, oppose, object to, seek to limit, seek to cancel, or commence a proceeding against, or otherwise challenge use or registration of the ASA Marks and Registrations, or assist others in contesting, objecting to, opposing, seeking to cancel, commencing a proceeding against, or otherwise challenging ASA's rights to the ASA Marks and Registrations in connection with the sale or advertisement of ASA Goods/Services, provided that ASA is not in breach of this Agreement and ASA's use of the ASA Marks and Registrations is limited as set forth below:

- a. ASA does not directly or indirectly use "SALT," in connection with the arranging, conducting promotion, or advertisement of educational seminars, conferences, workshops, or lectures or in connection with any of the SkyBridge Goods/Services; and
- b. ASA does not advertise or promote goods and services, under the ASA Marks and Registrations in such a way as to imply any affiliation or connection with the SkyBridge Marks and Registration, SkyBridge, the SALT Conference or SkyBridge Goods/Services; and
- c. ASA does not defame, disparage, encourage others to defame or disparage, and/or otherwise make misrepresentations with respect to the SkyBridge Marks and Registration, or SkyBridge itself.

For the avoidance of doubt, nothing in this Section 3 of the Agreement shall prohibit ASA from arranging, conducting promotion of, or advertisement of educational seminars, conferences, workshops, or lectures that are primarily related to the ASA Goods/Services, services related to student loans or student finances, or college consulting services.

4. The Parties have been using their respective marks simultaneously, have determined that their respective uses in accordance with the above listed restrictions are not likely to cause confusion, mistake, or deception as to the source or sponsorship of each Party's goods/services, and neither Party is aware of any instance of actual or apparent confusion in connection with such use.

5. The Parties do not offer the same services, offer services in the same way, or offer services in similar channels of commerce. Nevertheless, in the event that any confusion arises, the Parties shall make good faith efforts to resolve all future situations involving actual or apparent consumer confusion arising as a result of their respective marks.

6. The Parties agree to cooperate and find ways to eliminate or minimize any potential confusion; for example, if either Party has reason to believe any person has mistakenly contacted it, intending to have contacted the other Party, such mistakenly contacted Party will notify the mistaken customer of the error and furnish notice of the address of the proper Party, as provided for herein.

7. This Agreement shall be worldwide in scope and shall be binding on and inure to the benefit of the Parties, their affiliates, and the respective successors and assigns of the Parties, including without limitation to any assignee of either Party's marks identified herein. At the requesting Party's sole

expense and with reasonable notice, the Parties each agree to execute and deliver to the other Party any and all reasonably requested consent agreements or other documents that are needed to effectuate the intent and purpose of this Agreement.

8. If either Party asserts a breach of this Agreement, such Party shall give the other Party at least thirty (30) days prior written notice of the existence and the nature of such breach before taking further action and shall give the Party purportedly in breach of this Agreement the opportunity to correct such breach during the thirty (30) day period.

9. Neither Party may assign its rights or delegate its duties under this Agreement, whether by operation of law or otherwise, without the prior written consent of the other Party, unless such assignment or delegation is made in conjunction with the assignment or licensing of that Party's respective mark.

10. The Parties agree to the submission of this Agreement to the USPTO and anticipate that this Agreement will be accepted by the USPTO and the USPTO will allow the SkyBridge Applied-for-Marks to be registered as well as SkyBridge Future Applications and ASA Future Applications. If this Agreement is not accepted by the USPTO, ASA and SkyBridge shall instead negotiate in good faith, at the requesting Party's sole expense, until a revised consent agreement is accepted by the USPTO and the respective SkyBridge Applied-for-Marks, as well as SkyBridge Future Applications and ASA Future Applications are allowed to register.

11. This Agreement constitutes the entire Agreement and understanding between the Parties with respect to the subject matter hereof, and supersedes all other agreements, understandings and negotiations, written or oral, between the Parties. Amendments, modifications, or supplements to this Agreement shall be valid only if made in writing and signed by both Parties.

12. Each Party will cooperate with each other and agree to execute any other documents that are necessary to effectuate the terms of this Agreement, with each party bearing its own costs.

13. No Party shall be deemed to have waived the protection of any provision hereof, nor such Party's right to enforce the same upon a breach or subsequent breach thereof, unless such waiver shall be in writing and executed by both Parties. No waiver of any breach shall be construed as a continuing waiver of the same or similar breaches.

14. If any provision or portion of any provision of this Agreement is adjudicated as invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other provision or portion thereof of this Agreement or otherwise invalidate or render the provision or portion unenforceable in any other jurisdiction. Upon the determination that any provision or portion thereof is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement to effect the original intent of the Parties.

15. Any notice or other communication relating to the subject matter of this Agreement shall be deemed sufficiently given if sent by courier service or by registered or certified mail, postage prepaid, return receipt requested, addressed to the Party and address set forth hereinabove, or as the Parties may direct in a notice from time to time.

16. This Agreement may be executed in counterparts, and an electronically transmitted copy shall be deemed valid. When each Party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one agreement that shall be binding upon and effective as to both Parties.

17. Each Party affirms, represents, and warrants that it owns its respective marks set forth herein.

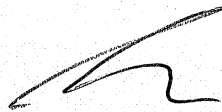
18. By executing this Agreement, each signatory affirms, represents, and warrants that he/she has the requisite power and authority to execute this Agreement on behalf of his/her respective Party(ies). Each signatory further affirms, represents, and warrants that the Party(ies) upon whose behalf he/she has signed has the authority to, and will, perform under and be bound by, the terms of this Agreement.

19. Each Party acknowledges that it has had the opportunity to consult with and receive advice of an attorney. Being mutually drafted, this Agreement is not to be construed against the drafter.

20. The recitals set forth above as true and correct and are hereby incorporated into this Agreement by reference.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the respective dates shown in the signature block below:

SKYBRIDGE CAPITAL II, LLC

By: 


Name:

Title:

Date:

8/21/19

MASSACHUSETTS HIGHER EDUCATION ASSISTANCE CORPORATION

By: 

Name: J. Christopher Sheehan

Title: VP + General Counsel

Date:

8/16/19

A. Marie Noble
General Counsel & Chief Compliance Officer
SkyBridge Capital