

EXHIBIT A
CONSENT AGREEMENT

This Consent Agreement (this “**Agreement**”) is entered into by and between

SPRING IMPORTAÇÃO E EXPORTAÇÃO LDA, a limited liability company organized and existing under the laws of Portugal, located and doing business at Rua De Repezes, 366 Penamaior, Portugal 4595-347 (hereinafter, “**Applicant**”)

and

SAKUTORI DESIGNS, LLC, a limited liability company organized and existing under the laws of the State of Hawaii, located at 729 Emily Street, Honolulu, Hawaii 96813 (hereinafter, “**Opposer**”).

WHEREAS, Applicant filed U.S. Trademark Application No. 87/593,343 for ~~A~~**line** for “Bottoms as clothing; Dresses for women, babies; Gloves as clothing; Jackets; Jerseys; Nightwear; Pajamas for women, men, babies; Pants for women, men, babies; Pareos; Short sets; Skapris; Sleepwear; Spats; Swim wear; Swimwear; T-shirts for women, men, babies; Ties as clothing; Tops as clothing; Trousers for women, men, babies; Women's clothing, namely, shirts, dresses, skirts, blouses” in class 25, on September 1, 2017, asserting a date of first use anywhere in the United States at least as early as January 3, 2017, and a date of first use in commerce at least as early as March 1, 2017 (the “**Blocking Application**”);

WHEREAS, Opposer filed U.S. Trademark Application No. 88/339,045 for “A-LINE” (standard characters) for “Women's clothing, namely, shirts, dresses, skirts, blouses, pants, jackets and scarves; kids' clothing, namely, dresses, tops and pants” in class 25, on March 13, 2019, asserting a date of first use and date of first use in commerce at least as early as July 1,



2013, and U.S. Trademark Application 88/366,690 for a-line for “Women's clothing, namely, shirts, dresses, skirts, blouses, pants, jackets and scarves; kids' clothing, namely, dresses, tops and pants” in class 25, on April 1, 2019, on an intent to use basis (“**Opposer's Applications**”);

WHEREAS, Opposer's Applications were refused (in part) based on an alleged likelihood of confusion with the mark in the Blocking Application;

WHEREAS, Opposer filed Opposition No. 912481410 against the Blocking Application on or about May 7, 2019;

WHEREAS, Applicant and Opposer have entered into a Coexistence Agreement to resolve a dispute concerning Applicant's use and registration of the mark in the Blocking Application;

1/7.

NOW, THEREFORE, for good and valuable consideration, the receipt of which Applicant expressly acknowledges, Applicant hereby consents to the use and registration of the marks in Opposer's Applications on the following terms and conditions:

1. Applicant hereby consents to Opposer's use and registration of the marks in Opposer's Applications.

2. Applicant and Opposer are aware of the channels of trade and consumers for their respective goods and agree that their respective marks, as well as the goods in connection with which they are either used or intended to be used, are sufficiently different to avoid confusion as to either source of origin or sponsorship, because:

(1) Applicant will only use its mark in its stylized form exactly as shown in the Blocking Application (with the strikethrough extending from the capital "A" through the "line") and never with a lower case "a" or a hyphen, whereas Opposer will only use the marks in Opposer's Applications with a lower case "a" and a hyphen between "a" and "l" and never with a strikethrough of the entire mark; and

(2) Applicant shall only manufacture and sell clothing related goods under the mark in the Blocking Application that are limited to tailored, unconventional, contemporary wear, and Opposer shall only manufacture and sell clothing related goods under the marks in Opposer's Applications that are limited to island casual wear.

(3) Applicant and Opposer understand that there is no likelihood of confusion between Applicant's ~~A-line~~ and Opposer's A-LINE because the marks are phonetically distinct. Opposer's A-LINE mark is pronounced as /ā līn/. Applicant's ~~A-line~~ mark is pronounced as /ū lēn/.

3. Applicant agrees that it will not advertise or promote its respective goods under the mark in Blocking Application in a manner that implies that Opposer or its respective goods are affiliated with Applicant or Applicant's goods, and Opposer agrees not advertise or promote its respective goods under the marks in Opposer's Applications in a manner that implies that Opposer or Opposer's goods are affiliated with Applicant or Applicant's goods.

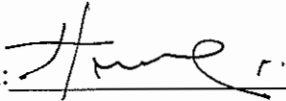
4. Applicant and Opposer acknowledge that, to date, no instance of actual confusion has been brought to the attention of either party. Nevertheless, the parties agree to employ their best efforts to use their respective marks in a manner that does not cause actual confusion as to either source of origin or sponsorship. If, despite the parties' best efforts, such actual confusion shall be brought to the attention of either Applicant and/or Opposer, the parties agree to consult with one another in good faith and take commercially reasonable steps to address the confusion and prevent its future occurrence.

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IN WITNESS WHEREOF, Applicant and Opposer have executed this Agreement as of the 11 day of September 2019.

**SPRING IMPORTAÇÃO E
EXPORTAÇÃO LDA**

SAKUTORI DESIGNS, LLC

Sign: 

Sign: _____

Print name: HELDER GONCALVES

Print name: Lynn Sakutori

Title: OWNER | MD

Title: Manager

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