

CONSENT AGREEMENT

This Consent Agreement is entered into by and between Edwin Kelly, an individual having an address at 115 Hickman St., Syosset NY 11791, and Slick Golf, LLC, a Delaware limited liability company having a principal place of business at 15475 N. 84th Street, Scottsdale, Arizona 85260 ("Slick Golf"), and is effective on the date signed by Mr. Kelly.

WHEREAS, Mr. Kelly owns Registration No. 3,008,675 with the United States Patent and Trademark Office ("USPTO") for the mark SLICK DUDS for shirts, hats, sweatshirts, jackets, pants, sweatpants, gloves, shoes and underwear;

WHEREAS, Slick Golf has filed with the USPTO Application Serial No. 86/144,723 to register the mark SLICK for clothing, namely, belts, coats, gloves, jackets, mittens, pants, pullovers, rainwear, shirts, shorts, skirts, shorts, slacks, sweaters, sweatshirts, vests, and wind shirts; footwear; headwear, namely, caps, hats, and visors; all of the foregoing to exclude specialty dance related clothing, footwear, and headwear;

WHEREAS, Application Serial No. 86/144,723 has been refused registration based upon Registration No. 3,008,675;

WHEREAS, Slick Golf has filed a Petition to Cancel Registration No. 3,008,675 in Cancellation No. 92061276.


WHEREAS, Mr. Kelly and Slick Golf do not believe that there is any likelihood of confusion arising from use of the aforesaid respective trademarks, and wish amicably to confirm their rights to use said marks so as to avoid any likelihood of confusion in the future.

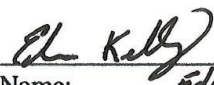
NOW, THEREFORE, in consideration of the premises and covenants set forth herein and other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree that:

- Upon withdrawal by the USPTO of the refusal to register Application Serial No. 86/144,723 based on Registration No. 3,008,675, Slick Golf will withdraw Cancellation No. 92061276.
- Given the nature of Mr. Kelly's goods and manner in which he markets those products, the parties believe that confusion is not likely to arise from the aforesaid respective uses of SLICK DUDS by Mr. Kelly and SLICK by Slick Golf. Under these circumstances, the parties' marks are distinguishable, the connotations of the marks are different, and the goods offered by the parties are non-competitive and readily distinguishable. Should any instances of actual confusion arise, the parties will cooperate to avoid any likelihood of confusion in the future.
- Mr. Kelly hereby consents to Slick Golf's use and registration of SLICK, Application Serial No. 86/144,723 and all future trademark applications worldwide that include the term SLICK, and will execute any documents prepared by Slick Golf that are required to achieve that end and are consistent with this Agreement.
- This constitutes the entire agreement between the parties.
- This Agreement is binding on the parties and their successors, assignees, and any registered users throughout the world.
- This Agreement is being signed in multiple copies. Each copy shall be considered an original for all purposes.
- The undersigned warrants that he or she has the authority to sign this Agreement on behalf of the party for whom he or she has signed.

SLICK GOLF, LLC

EDWIN KELLY


By: 
Printed Name: Anne O'Moore
Position: Manager
Date: 8/11/15

By: 
Printed Name: Edwin Kelly
Date: 6/22/15