

## CONSENT AGREEMENT

THIS CONSENT AGREEMENT (the “**Agreement**”) is entered into as of November 20, 2019 (the “**Effective Date**”), by and between **Think Think Go, LLC**, a Tennessee limited liability company, 625 Bakers Bridge Ave., Suite 105, Franklin, TN 37067 (“**TTG**”), and **Interdependence and Autonomy LLC**, an Oregon limited liability company, 5234 SE 54th Ave., Portland, OR 97206 (“**IAA**”) (each of TTG and IAA, a “**Party**,” and, collectively, the “**Parties**”).

### BACKGROUND

A. TTG is the owner of U.S. Trademark Application, Serial No. 88461881 for **SURRENDER** in connection with “entertainment services, namely, an ongoing reality series featuring stories of adoption distributed via various platforms across multiple forms of transmission media, including the Internet and wireless and mobile networks; provision of non-downloadable audiovisual and multimedia works, films, videos, and programs featuring stories of adoption via video-on-demand and streaming services” in International Class 041 (the “**881 Application**”).

B. IAA is the owner of U.S. Trademark Registration No. 5760563 for **SURRENDER** in connection with “arranging for ticket reservations for shows and other entertainment events; entertainment and educational services, namely, providing a website that displays various requests, reviews, recommendations, rankings, trackings, votes, and information relating to uncreated, unreleased, new, special, popular, and rare products, services, and events in the fields of pop culture, entertainment, education, and sports, all exclusively for non-business and non-commercial transactions and purposes; hosting social entertainment events, namely, ecological awareness events for others; hosting social entertainment events, namely, self-improvement workshops, for others; on-line admission ticket agency services for entertainment, educational, sporting and cultural events; organization of events for cultural purposes; organizing events in the field of environmental education for cultural or educational purposes; organizing events in the field of sustainability education for cultural or educational purposes; organizing events in the field of ecological awareness education for cultural or educational purposes; organizing events in the field of self-improvement for cultural or educational purposes; organizing and hosting of events for cultural purposes; organizing community festivals featuring primarily ecological awareness and sustainability education and also providing educational discussion in the field of self-improvement, ecological awareness and sustainability education seminars and also providing self-improvement lectures; organizing cultural and arts events; organizing, arranging, and conducting environmental education events; Organizing, arranging, and conducting sustainability education events; organizing, arranging, and conducting ecological awareness education events; organizing, arranging, and conducting self-improvement events for social entertainment purposes; providing a web site featuring the ratings, reviews and recommendations of users on events and activities in the field of entertainment and education; providing an in-person educational discussion forum in the field of self-improvement; providing an Internet news portal featuring links to news stories and articles in the field of current events; providing an Internet website portal in the field of entertainment, cultural and sporting events; providing current event news via a global computer network; providing information and news in the field of current events relating to environmental education; providing information and news in the field of current events relating to sustainability education; providing information and news in the field of current events relating to ecological awareness education; providing information and news in the field of current events relating to self-improvement; providing information, news and commentary in the field of current events relating to environmental education; providing information, news and commentary in the field of current events relating to sustainability

education; providing information, news and commentary in the field of current events relating to ecological awareness education; providing information, news and commentary in the field of current events relating to self-improvement; providing information, news, and commentary in the field of current events via the Internet; providing news in the nature of current event reporting; providing news in the nature of current event reporting relating to environmental education via the Internet; providing news in the nature of current event reporting relating to sustainability education via the Internet; providing news in the nature of current event reporting relating to ecological awareness education via the Internet; providing news in the nature of current event reporting relating to self-improvement via the Internet; ticket reservation and booking services for entertainment, sporting and cultural events; ticket reservation and booking services for recreational and leisure events, namely, arts and performance festivals; ticket reservation and booking services for recreational and leisure events, namely, sustainability education and ecological awareness education seminars” in International Class 041 (the “**563 Registration**”).

C. TTG produces an ongoing reality series entitled “Surrender” (the “**Series**”). The Series focuses on stories of adoption. Distribution of the Series will occur via various platforms across multiple forms of transmission media, including, but not limited to, video-on-demand and streaming services. By contrast, IAA organizes a festival entitled, “Surrender: an EcoSexual Convergence” (the “**Festival**”). The Festival combines permaculture, ecosomatics, large group ritual, earth-based spirituality and artistic expression, all in a sex-positive manner that celebrates sexuality as a powerful source of personal, social, and ecological transformation.

D. The Examining Attorney examining the ‘881 Application has initially rejected the Application based on the ‘563 Registration under Trademark Act Section 2(d) on the basis that the mark sought to be registered is confusingly similar to that of the ‘563 Registration.

E. For the reasons set forth herein, the Parties agree, based on their familiarity with their services and markets, the differences in the Parties’ respective services and markets, and the actions and forbearances each have agreed to take herein, that there is no likelihood of confusion as to source, sponsorship, affiliation, or association arising from the co-existence of the Parties’ services under their respective marks. The Parties now desire to enter into this Agreement to memorialize each Party’s consent to the other Party’s use of its respective mark and the registration thereof in the United States and throughout the world as set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. The Parties’ services under their respective marks, namely the Series produced by TTG and the Festival organized by IAA, are distinctly different, as described in Recitals A, B, and C, above, and are not likely to be confused.

2. The markets and end users targeted by the Parties are distinctly different. The members of the public that are attracted to a docuseries about adoptions are not the same as those attracted to festivals celebrating sexual expression in the context of earth-based spirituality, large group ritual, and ecosomatics. The Series is marketed to consumers of docuseries entertainment, most of whom are familiar with and watch other docuseries. By contrast, the Festival is marketed to and attended by consumers of festivals, conventions, and similar “live” events involving large groups. Given the differences in targeted end users and the marketing channels and materials used to reach those end users, the Parties’ services under their

respective marks are not likely to be confused.

3. With the increase in the cost of entertainment and educational products and services, consumers have become increasingly attentive and discriminating when selecting entertainment and educational products and services to purchase, attend, or otherwise consume. Given the attentive and discriminating nature of most consumers of entertainment and educational products and services, the Parties' services under their respective marks are not likely to be confused.

4. The intended purchasers of the Parties' respective services are highly sophisticated, and are not likely to confuse the Series with the Festival.

5. There have been no known instances of actual confusion between the marks during the period of concurrent use of the Parties' respective marks.

6. IAA hereby consents to the use of the SURRENDER mark by TTG on a worldwide basis and the allowance of the '881 Application and registration of the SURRENDER mark in the United States and throughout the world for the Series described in Recitals A and C, above. IAA shall not take any action against TTG's use and registration of the SURRENDER mark for so long as TTG is not in breach of this Agreement.

7. TTG hereby consents to the use of the SURRENDER mark by IAA on a worldwide basis and the registration of the SURRENDER mark in the United States and throughout the World for the Festival described in Recitals B and C, above. TTG shall not take any action against IAA's use and registration of the SURRENDER mark for so long as IAA is not in breach of this Agreement.

8. The Parties agree to cooperate and consult with one another in good faith should future conditions or developments suggest the possibility that the Parties' uses of their respective marks might likely be confused, all with the view to ensuring that no substantial likelihood of confusion shall occur between the Parties' respective uses of the marks in their respective fields.

9. Each Party agrees that if it receives a direct inquiry related to the services of the other Party, then it shall use its best reasonable efforts to direct such inquiry to the appropriate Party, and both Parties shall take reasonable mutually acceptable steps to prevent further instances of misdirected inquiries or confusion.

10. Each Party agrees to cooperate with the other Party in connection with any efforts of such Party to secure registration of its respective mark in various countries and regions as may be reasonably necessary to secure for such Party the benefits of trademark registration in such countries and regions.

11. Each Party represents and warrants to the other that it has the full power and authority to enter into this Agreement and to fulfill its obligations as set forth herein, and that the person executing this Agreement on behalf of each of the Parties has been duly authorized and empowered by all necessary corporate action to execute this Agreement.

12. Each Party has the right to assign this Agreement or any of its rights hereunder in its sole discretion. The terms of this Agreement shall be worldwide in scope and shall bind and inure to the benefit of the Parties and their respective successors and assigns.

13. Each Party agrees to execute, acknowledge, and deliver to the other Party such additional documents, and to take such additional actions, as may be reasonably necessary to evidence and give effect to this Agreement and the intents and purposes hereof. No waiver or modification of this Agreement shall be effective unless it is in writing and executed by both Parties.

14. The laws of the United States and the State of Oregon govern all matters arising out of or relating to this Agreement. If any part of this Agreement is deemed invalid or unenforceable by a court of competent jurisdiction, then such determination will not affect the validity or enforceability of the remainder of this Agreement which will remain in full force and effect as if such invalid or unenforceable provision were not a part hereof.

15. This Agreement may be executed in counterparts, either manually or by so-called “electronic signature,” both of which will be deemed an original, and all such counterparts, together, will constitute one and the same instrument. Delivery of an executed counterpart signature page by facsimile (e.g., PDF transmitted via email) will constitute effective delivery hereunder and will be valid and binding for all purposes.

*[Remainder of page intentionally left blank. Signature pages to follow.]*

**CONSENT AGREEMENT**

IN WITNESS WHEREOF, IAA, intending to be legally-bound hereby, has executed this Agreement as of the Effective Date.

**Interdependence and Autonomy LLC,**  
an Oregon limited liability company

DocuSigned by:  
By: Teri Ciacchi  
an Authorized Signatory  
Teri Ciacchi

11/26/2019

**CONSENT AGREEMENT**

IN WITNESS WHEREOF, TTG, intending to be legally-bound hereby, has executed this Agreement as of the Effective Date.

**Think Think Go, LLC,**  
a Tennessee limited liability company

DocuSigned by:  
By:   
an Authorized Signatory

Christopher Knox

11/27/2019