

## CONSENT TO REGISTRATION AGREEMENT

This Consent to Registration Agreement (“Agreement”) is between the United States Postal Service, an Independent Establishment of the Executive Branch of the Government of the United States (“USPS”), with its principal place of business at 475 L’Enfant Plaza, SW, Washington, DC 20260, and Pony Express Worldwide, LLC (“PEW”), a Florida limited liability company with an address of 21 Palm Avenue, Miami Beach, Florida 33139. USPS and PEW may be referred to individually as a “Party” and together as the “Parties.” This Agreement is effective as of the date of the last signature below (the “Effective Date”).

USPS is the owner of United States Application Nos. 78517434 and 78517781 for two different design marks including the words PONY EXPRESS (the “Applications”).

PEW is the owner of United States Registration No. 4731703 for the word mark PONY EXPRESS.

The United States Patent and Trademark Office has refused registration of the Applications, citing PEW’s Registration No. 4731703 as a bar to registration of the Applications.

USPS and PEW previously entered into a Settlement Agreement, with an effective date of February 23, 2010, which provides that both Parties may use the mark PONY EXPRESS, under certain stipulations outlined in the Settlement Agreement, attached hereto as Exhibit A (the “2010 Settlement Agreement”).

The Parties Agree that USPS’s Applications comply with the terms of the 2010 Settlement Agreement.

The Parties desire to continue to coexist according to the terms of the 2010 Settlement Agreement.

### Agreement

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

1. The Parties mutually agree that there is no likelihood of confusion if the Applications register, as both Applications include a distinctive design element and the distinguishing words UNITED STATES MAIL or UNITED STATES POSTAL SERVICE, in accordance with the 2010 Settlement Agreement.
2. The Parties mutually agree to make reasonable efforts to avoid confusion in the marketplace arising from the use of their respective marks. In the event that any instances of actual confusion arise among consumers as the result of the Parties’ uses of their respective marks, the Parties agree to reasonably cooperate with each other to reduce and avoid further confusion.
3. PEW hereby consents to registration of USPS’s Applications without further amendment, in accordance with the 2010 Settlement Agreement.

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4. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their successors, assigns, affiliated and related entities.
5. The Parties each represent and warrant to the other that their officer or other duly authorized representative executing this Agreement has the full power and authority to do so on their behalf.
6. This Agreement shall be executed by the parties on the Effective Date and may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which taken together form but one and the same instrument.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed by their duly authorized representatives as of the date set forth below.

UNITED STATES POSTAL SERVICE

  
\_\_\_\_\_  
Signature

Christopher Karpenko  
\_\_\_\_\_  
Printed Name

Executive Director Brand Mktg  
\_\_\_\_\_  
Title

4/16/16  
\_\_\_\_\_  
Date

PONY EXPRESS WORLDWIDE, LLC

  
\_\_\_\_\_  
Signature

FREDERICK SPIEGEL  
\_\_\_\_\_  
Printed Name

MANAGER  
\_\_\_\_\_  
Title

4/1/16  
\_\_\_\_\_  
Date

# Exhibit A