

CONSENT AGREEMENT

This Consent Agreement (“Agreement”) is made and entered into this 28th day of December, 2019 (the “Effective Date”), by Asahi Kasei Home Products Corporation, a Japanese corporation having a place of business at 1-1-2 Yurakucho, Chiyoda-ku, Tokyo, JAPAN (“Applicant”), and Asahi Group Holdings, Ltd., a Japanese corporation having a place of business at 23-1, Azumabashi 1-chome, Sumida-ku, Tokyo, JAPAN (“Registrant”).

WHEREAS, Applicant filed U.S. trademark application serial nos. 88-449402 and 88-449403 for the marks ASAHI WRAP and ASAHI WRAP (design) for use with:

Class 16: Plastic film for packaging of foodstuff; Household plastic casting film for wrapping of foodstuff; Plastic casting film for wrapping of foodstuff for industrial use; Household plastic bags for storage of food; Paper sheet for cooking and preventing from burning and sticking of the food on the turntable or plate of microwave oven; Non-woven plastic sheet for cooking; Pens (office requisites); Paper and cardboard; Printed matter; Bookbinding material; Photographs; Stationery and office requisites, except furniture; Adhesives for stationery or household purposes; Drawing materials and materials for artists; Paint brushes; Instructional and teaching materials; Plastic sheets, films and bags for wrapping and packaging; Printers' type, printing blocks;

(referred to herein as the “Applications”);

WHEREAS, Registrant owns U.S. trademark registration no. 4355903 for the mark ASAHI (stylized) for use with, among other goods, “Paper and cardboard, industrial packaging containers of paper, food wrapping plastic film for household use, garbage bags of paper for household use, garbage bags of plastics for household use, hygienic hand towels of paper, paper patterns, table cloths of paper, table napkins of paper, towels of paper, hand towels of paper, banners of paper, flags of paper, handkerchiefs of paper, babies diapers of paper, printed matter, painting and calligraphic works, photographs, photograph stands; stationery and study materials, namely, study guide, ball-point pens, mechanical pencils, fountain pens, book covers, note books, memo pads, post cards; pastes and other adhesives for stationery or household purpose” (referred to herein as the “Registration”);

WHEREAS, the marks in the Applications have been refused registration because of a likelihood of confusion with the mark in the Registration;

WHEREAS, Applicant and Registrant have concluded that there is no likelihood of confusion, mistake or deception as a result of the use of their respective marks so long as the parties abide by the terms of this Agreement; and

WHEREAS, Applicant and Registrant wish to resolve all issues concerning their respective ownership and rights in, and to the use of, their respective marks, and to avoid any potential confusion between their uses of such marks.

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NOW, THEREFORE, in consideration of the mutual promises herein contained, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. Covenants and Knowledge of the Parties

Neither party will attempt to associate itself or its goods or services with the other party or with the goods or services of the other party. The parties represent that they are the entities most familiar with use in the marketplace of the above-referenced marks and are the parties most interested in precluding confusion as to the source of their respective goods and services by use of their marks.

2. Additional Representations

- (a) In view of the dissimilarities in the marks in sight, sound, and meaning, and the differences between the respective goods and services of the parties and the trade channels through which they are sold, there is no likelihood of confusion, mistake or deception resulting from the parties' use of their respective marks as described and agreed to in this Agreement;
- (b) In the unlikely event that anyone is confused as to the source or origin of either party's goods/services, the parties will take such further steps as are reasonable and necessary under the circumstances to correct such confusion.
- (c) Applicant will cooperate in obtaining and preserving registrations for a Registrant's mark by providing Registrant with consents or any other documents which may be required in order to overcome any official actions or objections which may be made by the trademark office in United States of America in the event that Applications are obstacle to Registrant achieving any future registrations of trademarks. Any expenses associated with the preparation and filing of any such letters or documents shall be borne by Registrant.
- (d) Registrant consents to the continued use and registration by Applicant of the ASAHI WRAP and ASAHI WRAP (design) marks in the Applications in the United States of America and to the filing of this Agreement with the U.S. Patent and Trademark Office to facilitate such registration.
- (e) Applicant agrees not to petition to cancel the Registration or otherwise object to Registrant's continued use and registration of the mark in the Registration consistent with the terms of this Agreement.

3. Miscellaneous

- (a) This Agreement will terminate upon the abandonment by either party of its respective mark identified in this Agreement.

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- (b) This Agreement and the provisions herein will at all times be binding upon and inure to the benefit of the parties, their successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

Asahi Kasei Home Products Corporation

Asahi Group Holdings, Ltd.

By: 

By: 

Printed Name: Kiyoshi Sawae

Printed Name: Yuji Oda

Title: President

Title: General Manager of Legal Affairs Section