

CONSENT AGREEMENT

This Agreement is made as of the last date set forth below (the “Effective Date”), by and between Lizzo, LLC, a limited liability company organized under the laws of Minnesota with a principal address of 235 Park Ave S, Fl 9, New York, New York 10003 (“Lizzo”) on the one hand, and Liz Lizo, LLC, a limited liability company organized under the laws of Delaware with a principal address of 99 Hudson, 5th Floor, New York, New York 10013 (“LLL”), on the other hand.

WHEREAS, Lizzo is the owner of the trademark and service mark LIZZO, which mark has been in use since at least as early as 2010 in connection with goods and services provided by the musical artist LIZZO (“The Lizzo Mark”);

WHEREAS, Lizzo is the owner of all right, title and interest in and to the following intent-to-use based United States Trademark and Service Mark Applications for the mark LIZZO which are presently valid and subsisting in law:

LIZZO, Serial No. 88/498,480, a pending application in Class 41 for Entertainment in the nature of live audio visual performances by a musical artist; Entertainment in the nature of live visual and audio performances by a musical artist; Entertainment services by a musical artist, namely, production of musical sound recordings; Entertainment, namely, personal appearances by a musical artist; Providing information about performances, recordings, appearances, news, and other information about a musical artist via a website on a global computer network;

LIZZO, Serial No. 88/498,468, a pending application in Class 25 for Clothing, namely, t-shirts;

LIZZO, Serial No. 88/498,456, a pending intent to use-based application in Class 25 for Clothing, namely, shirts, jackets, jerseys, beanies, baseball hats, headwear, shorts, tank tops, sweatshirts, long sleeve shirts, hooded sweatshirts, hooded shirts, bandannas, wristbands as clothing, headbands, shoes and sleepwear;

LIZZO, Serial No. 88/498,449, a pending application in Class 9 for Series of musical sound recordings; series of musical video recordings; downloadable musical sound recordings; downloadable music video recordings featuring music and

entertainment; audiovisual recordings featuring music and entertainment; downloadable audiovisual recordings featuring music and entertainment.

The above-referenced applications shall be collectively referred to as the “Lizzo Applications”;

WHEREAS, LLL is the owner of the mark LIZ LIZO that it uses in connection with banner advertising; advertising services, namely, promoting the services of others by providing a web page featuring links to the websites of others in the fields of fashion, beauty, and lifestyle industries and intends to use in connection with clothing goods and goods categorized in International Class 18 (the “LLL Mark”);

WHEREAS, LLL is the owner of the following United States Trademark Registration and Application for the LLL Mark:

LIZ LIZO, Reg. No. 4,796,721, a registration in Class 35 for Banner advertising; advertising services, namely, promoting the services of others by providing a web page featuring links to the websites of others in the fields of fashion, beauty, and lifestyle industries (the “LLL Registration”); and

LIZ LIZO, Serial No. 88/352,183, a pending intent to use based application in Class 18 for all-purpose carrying bags, wallets and carriers, namely, attaché cases, bags for sports, all-purpose carrying bags for use by campers, gym bags, pouches of leather, beach bags, briefcases, credit card cases, notecases being briefcases, chain mesh purses, garment bags for travel, handbags, key cases, net bags for shopping, pocket wallets, pouch baby carriers, purses, rucksacks, backpacks, school bags, school satchels, reusable shopping bags, sling bags for carrying infants, slings for carrying infants, suitcases, travelling trunks, travelling luggage bag sets, leatherwear, namely, leather straps, leather bags, and trunks being luggage; and in Class 25 for clothing, namely, aprons, ascots, bathrobes, bathing trunks, bathing suits, beach clothes being beach cover-ups, belts, bibs not of paper, camisoles, clothing of imitations of leather being belts, jackets, coats and dresses, clothing of leather being belts, jackets, coats, corsets and dresses, dressing gowns, ear muffs, furs, gloves, headbands, hoods, jackets, jerseys, knitwear being sweaters, leggings, leg warmers, mittens, neckties, outer clothing being outdoor gloves, overalls, overcoats, drawers, parkas, pocket squares, ponchos, pullovers, pajamas, saris, sarongs, sashes for wear, scarves, shawls, shirts, short-sleeve shirts, sports jerseys, skirts, socks, stuff jackets, suits, sweaters, tee-shirts, tights, trousers, underpants, underwear, vest; headwear, namely, caps, hats, headwear for wear, skull caps, visors; and footwear, namely, bath sandals, bath slippers, beach shoes, boot uppers, boots, boots for sports,

esparto shoes or sandals, footwear, footwear uppers, galoshes, half-boots, lace boots, sandals, shoes, slippers; leather headwear; trunks being clothing (the "LLL Application");

WHEREAS, the United States Patent and Trademark Office has initially refused registration of the Lizzo Applications in Class 25 on the basis of an alleged likelihood of confusion with the LLL Application;

WHEREAS, the parties believe there will be no likelihood of confusion or conflict between the parties' respective marks or goods and services described above for the following reasons: (1) there are differences between the respective marks themselves; (2) there are differences between the respective goods and services; and (3) there are differences between the trade channels through which the respective services are provided.

WHEREAS, the parties recognize each other's marks and wish to avoid any conflict therewith;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, it is agreed as follows:

1. LLL consents to Lizzo's continued use, and registration, of the Lizzo Mark in connection with the goods and services set forth in the Lizzo Applications as well as any and all goods and services provided by Lizzo that are related to the musical artist LIZZO, which consent is subject to Lizzo agreeing that it shall never use the mark LIZ LIZO in connection with any goods or services.

2. Lizzo consents to LLL's continued use and registration of the LLL Mark in connection with the goods and services set forth in the LLL Registration and the LLL Application as well as any and all goods and services related to LLL's business, which consent is subject to LLL agreeing that it shall:

- (a) never use the mark LIZZO in connection with any goods or services;
- (b) never use the LLL Mark as the name of a musical artist.

3. The parties agree to cooperate with each other so as to eliminate any confusion that may develop in the future as a result of the concurrent use of the above-identified marks.

4. The parties agree that in the event that an instance of actual confusion is brought to the attention of either Lizzo or LLL, the party who learns of such confusion, will immediately inform the other, or a designated agent of the other. Thereupon the parties will take appropriate and necessary measures to insure that further instances of confusion will not occur.

5. In the event that either party abandons its trademark, the other party shall have the right to terminate this Agreement by providing the abandoning party with written notice of its intent to terminate this Agreement. However, such written notice shall not have the effect of termination if the abandoning party responds in writing within thirty days and demonstrates that the mark of said party has not been abandoned. For purposes of this Agreement, the term "abandon" will mean three (3) years of consecutive non-use of a mark with an intent not to resume use thereof.

6. Each party to this Agreement acknowledges, agrees, and represents that it:
(a) has been represented in connection with the negotiation and preparation of this Agreement by counsel of the party's choosing; (b) has read this Agreement and has had it fully explained by the party's counsel; (c) is fully aware of the content and legal effect of this Agreement; (d) has authority to enter into and sign this Agreement; and (e) enters into and signs this Agreement by the party's own free will.

7. This Agreement, and the terms and provisions hereunder, shall bind and apply to, as well as inure to the benefit of, the parties hereto and their respective successors, transferees and assigns, whether by merger or consolidation or otherwise, and upon and to the benefit of their respective present and future affiliated and subsidiary companies or divisions.

8. The failure of a party to insist upon strict adherence to any term of this Agreement on any occasion shall not be considered a waiver thereof nor deprive that party thereafter to insist upon strict adherence to that term or any other term of this Agreement.

9. If any of the provisions of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions will not be affected, provided that the essential understanding of the parties hereto is not lost thereby.

10. Any notice, request, demand or other communication required or permitted under this Agreement shall be in writing and shall be deemed to be properly given upon receipt if personally delivered, or as indicated on return receipt if deposited in registered or certified mail, postage prepaid, in each case addressed to the appropriate party at its address appearing in the preamble hereto, with a copy to:

Attorney for Lizzo: Peter E. Nussbaum, Esq.
Chiesa Shahinian & Giantomasi, PC
One Boland Drive
West Orange, New Jersey 07052
pnussbaum@csglaw.com

Attorney for LLL: Mark S. Leonardo, Esq.
Brown Rudnick LLP
One Financial Center
Boston, Massachusetts 02111

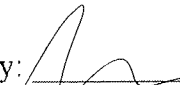
mleonardo@brownrudnick.com

11. This Agreement may be executed by facsimile in counterparts and all of which, taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, each party has caused this Agreement to be executed on its behalf by a duly authorized representative.


LIZZO LLC

Dated: 12/17, 2019

By: 
By: Melissa Jefferson
Title: *PRESIDENT*

LIZ LIZO LLC

Dated: 12/16, 2019

By: 
By: LIZ NJOROGE
Title: CREATIVE DIRECTOR
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MANAGING PARTNER