

MUTUAL TRADEMARK COEXISTENCE AND CONSENT AGREEMENT

This **MUTUAL TRADEMARK COEXISTENCE AND CONSENT AGREEMENT** (“Agreement”), effective as of March 24, 2020 (“Effective Date”) is made by and between Remedy Films, LLC., a Georgia limited liability company, with its principal place of business located at 554 W. Main Street, Building B, Suite 200, Buford, Georgia 30518 (“Remedy Films”) and Remedy Arts, LLC, a New York limited liability company, with its principal place of business located 229 W. 111th Street, #13, NY, NY 10026 (“Remedy Arts”). Remedy Arts and Remedy Films may be individually referred to herein as a “Party” or collectively as “Parties.”

WHEREAS, Remedy Films owns U.S. Application Serial No. 88706851 filed November 26, 2019 (the “Remedy Films Application”) for the mark **REMEDY** for (i) “Advertising and marketing services provided by means of indirect methods of marketing communications, namely, social media, search engine marketing, inquiry marketing, internet marketing, mobile marketing, blogging and other forms of passive, sharable or viral communications channels; Development of marketing strategies, concepts and tactics, namely, audience development, brand awareness, customer relations, online community building and digital word of mouth communications; Providing advertising, marketing and promotional services, namely, development of advertising campaigns for television, print media and web pages; Video production services in the field of employment recruiting; Post-production editing services for video and audio commercials,” in International Class 35; (ii) “Photography; Photography services; Rental of video equipment; Rental services for audio and video equipment,” in International Class 041; and (iii) “Video production services; Charitable services, namely, providing facilities and equipment for video production; Film and video production,” in International Class 041 (the “**Remedy Mark**”); and

WHEREAS, Remedy Arts has used the Remedy mark in the United States since at least as early as 2008 and owns U.S. Application Serial No. 88418584 filed May 7, 2019 (the “Remedy Arts Application”) for the mark **REMEDY ARTS** for “Production of music and video; production of live events, namely, live concerts and festivals” in International Class 041 (the “**Remedy Arts Mark**”); and

WHEREAS, Remedy Films has used the Remedy mark in the United States since at least as early as September of 2007; and

WHEREAS, Remedy Arts primarily uses the Remedy Arts Mark as a component of its legal name and not directly for the production of music and video; and

WHEREAS the Parties’ marks have been co-existing in the marketplace without any known actual confusion for approximately thirteen (13) years; and

WHEREAS, the Parties wish to set forth guidelines that would address the simultaneous use and registration of the Remedy Mark and the Remedy Arts Mark; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants set forth below, the parties hereby agree as follows:

1. Remedy Arts agrees, that within ten (10) days of the execution of this Agreement, to amend its Remedy Arts Application to change the following services: “production of music and video” to "production of music and video related to Bella Gaia and related to the production of immersive media projects."
2. Remedy Arts agrees and consents to the use and registration with the USPTO of

the Remedy Mark, U.S. Application Serial No. 88706851, and not to object to, oppose, or otherwise challenge, now or in the future or assist others in challenging Remedy Films' use of or registration of the Remedy Mark in connection with the services listed above.

3. Upon the amendment of the services associated with the Remedy Arts Mark in the Remedy Arts Application, but contingent upon registration of Remedy Mark with the USPTO, Remedy Films agrees that it will not challenge now or in the future or assist others in challenging Remedy Arts' use of or registration of the Remedy Arts Mark in connection with the production of live events, namely, live concerts and festivals.

4. The Parties, after carefully examining the actual nature, use, and purpose of the services offered under the Remedy Mark and the services offered under the Remedy Arts Mark (as agreed to be amended pursuant to this Agreement), the customers of the respective services, and the respective channels of trade, agree that the simultaneous use and registration of the Remedy Mark and the Remedy Arts Mark are not likely to cause consumer confusion, mistake, or deception due to the differences between the marks, respective consumers, channels of trade and the actual use of the marks in the marketplace.

5. In the event that either Party learns of any confusion between their respective marks, the Parties agree to promptly confer to negotiate a mutually agreeable resolution to resolve the alleged confusion.

6. This Agreement shall apply to use and registration of the Parties' respective marks in the United States and shall remain in force and effect as long as both Parties, or their successors or assigns are using, or have a bona fide intent to use, their respective marks.

7. Any notices or communications to be given under or pursuant to this Agreement may be given either by personal delivery or nationally recognized carrier, such as UPS or FedEx, for overnight delivery to the address of the other Party set out below or to such other address as any such Party may have notified as being its address for service for the purpose of this Agreement:

REMEDY FILMS: Michael A. Penn, Esq.
Briskin, Cross & Sanford, LLC
1001 Cambridge Square, Suite D
Alpharetta, GA 30009
(770) 410-1555
(770) 410-3281 (fax)
mpenn@briskinlaw.com

REMEDY ARTS: Laurence Singer, Esq.
46-60 156th Street
Flushing, New York 11355
[phone]
(fax)
ls@laurencesinger.com

9. Neither the execution of this Agreement, nor the carrying out of any obligation under this Agreement, shall act or serve as an admission of any liability by either Party.

10. This Agreement shall both benefit and be binding upon the Parties and their

respective officers, shareholders, directors, agents, affiliates, parents, subsidiaries, related companies, licensees, successors, and assigns.

11. This Agreement is the entire agreement between the Parties with respect to the subject matter contained within and shall not be amended except in a written agreement signed by an authorized representative of each Party. In the event that any portion of this Agreement is declared invalid or unenforceable for any reason, such portion is deemed severable herefrom, and the remainder of this Agreement will be deemed and remain fully valid and enforceable unless such invalidity or unenforceability tends to substantially deprive any party of the benefits provided to it by this Agreement, then the Parties will work to negotiate a substitute provision to replace the invalid or unenforceable provision consistent with then-current law and the parties' original intent. If the Parties are unable to agree upon a substitute provision, the deprived party will have the option of keeping this Agreement in effect or terminating it.

12. The Parties hereto acknowledge and agree that they have been represented and advised throughout all of the negotiations by counsel and that in entering into this Agreement, the Parties are not relying on any representations or statements of the other Party or their counsel, except for those expressly stated in this Agreement. Each Party will bear its own costs in connection with negotiating and entering into this Agreement and for all actions to be taken by it as set forth herein.

13. This Agreement may be executed in any number of counterparts with the same effect as if the signatures were upon the same instrument. The receipt and exchange of such counterparts by fax or portable document format (.pdf) will be considered sufficient for the purposes of execution hereunder, and such counterparts taken together shall constitute one Agreement. Execution of a faxed or .pdf copy will have the same force and effect as execution of an original, and a .pdf or faxed signature will be deemed an original and valid signature. Each individual executing this Agreement on behalf of any Party represents and warrants that he or she has the right, power, and authority to execute this Agreement on behalf of; and to bind, such Party, without the need of further approval or consent of any kind.

14. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia.

15. This Agreement is entered into in part with the intent of the Parties that it will permit the registration of the Remedy Mark with the U.S. Patent & Trademark Office. In the event that the USPTO nonetheless refuses to register the Remedy Mark notwithstanding this Agreement, then in such event this Agreement shall be deemed null and void.

(Signatures on following page)

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by their officers thereunto duly authorized as of the Effective Date above.

REMEDY FILMS, LLC

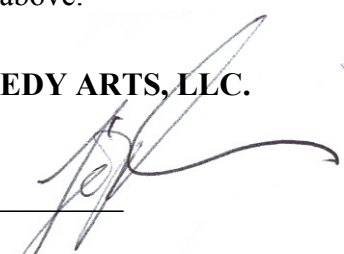
By:  _____

Printed Name: Corey James Graff

Its: Owner

Dated: 4/7/2020

REMEDY ARTS, LLC.

By:  _____

Printed Name: Kenji Williams

Its: Owner, President

Dated: 3/24/2020