

Trademark Consent Agreement

THIS AGREEMENT, executed as of the date of signing set forth below, is entered into by and between KIMBERLY N. SHARP, (“Applicant”), an individual having an address P.O. Box 4433 Key West, FLORIDA UNITED STATES 33041, and KIMBERLY N. SHARP (“Registrant”), an Individual having an address of P.O. Box 4433, Key West, FLORIDA UNITED STATES 33041.

WHEREAS, Applicant has used the mark KW (AND DESIGN) for the following goods and services “Stickers, bumper stickers, decorative stickers for cars, decals, magnetic decals, vinyl decals, stationery, postcards, posters, wrapping paper, gift bags; Insulating sleeve holder for beverage cups and cans, cups, mugs, shot glasses, wine glasses, beer mugs, coffee mugs, plastic cups, bottle openers; Patches for clothing made of rubber, plastic, and vinyl, embroidered patches for clothing, ornamental cloth patches, hat trimmings, armbands, embroidery” in commerce since at least as early as 2017, and has applied to register its mark on the Principal Register of the United States Patent and Trademark Office, Serial No. 88328588; and

WHEREAS, Registrant has used the mark KW (AND DESIGN) for the following goods and services “T-shirts; Hats; Pants; Shirts; Snapback hats; Trucker hats; Tank tops; Visors being headwear; Shorts; Jackets; Hoodies; Underwear; Sweatshirts; Swim wear; Bathing suits; Fishing shirts; Rash guards; Sandals” in commerce since at least as early as March 5, 2017, and has registered its mark on the Principal Register of the United States Patent and Trademark Office, Registration No. 5411082; and

WHEREAS, the United States Patent and Trademark Office has cited Registrant’s registration against registration of Applicant’s mark on the grounds that the marks are confusingly similar; and

WHEREAS, the parties hereto recognize the validity of each other’s use and registration of and their respective marks in connection with their respective goods and services and wish to avoid any conflict with the other’s use or registration of its mark; and

WHEREAS, the parties hereto have concluded that confusion is not likely to arise from their use and registration of their respective marks in connection with their respective goods and services as set forth above for the following reasons: the channels of trade utilized by the applicant and registrant are different, there have been no instances of actual consumer confusion, and the products generally sold by the applicant and registrant differ. It is the view of both parties that the applicant’s mark and the registrant’s mark vary so greatly that there is no likelihood of consumer confusion.

NOW, THEREFORE, in consideration of the mutual promises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Registrant hereby consents to, and agrees that it will not take any action to interfere with or prevent the use or registration of the mark KW (AND DESIGN) by Applicant in connection with the aforesaid goods and services.
2. The parties agree to execute and file with the United States Patent and Trademark Office any and all documents which may be necessary or proper to effectuate the terms of this Agreement, including the registration of the parties’ respective marks.
3. The parties agree to continue to take reasonable action to prevent any confusion due to the coexistence and registration of their respective marks, and to notify each other of any instances of confusion.

4. This Agreement contains the entire agreement between the parties and may only be amended or supplemented in a writing signed by both parties.

IN WITNESS WHEREOF, the parties hereto enter into this Agreement on the last date set forth below.

/KIMBERLY N. SHARP/ 5/18/2020

/KIMBERLY N. SHARP/ 5/18/2020

KIMBERLY N. SHARP

KIMBERLY N. SHARP