

CONSENT TO USE AND REGISTRATION

This CONSENT TO USE AND REGISTRATION (“Consent”), is hereby made this 24th day of January, 2020 (the “Effective Date”) by and between Compound Labs, Inc., a corporation organized and existing under the laws of the State of Delaware, with offices at 3001 19th Street, Suite 200, San Francisco, CA 94110 (“Compound Labs”), and Compound Advisors, LLC, a limited liability company organized and existing under the laws of the State of Delaware, with offices at 257 Park Avenue South, 6th Floor, New York, NY 10010 (“Compound Advisors”). Compound Labs and Compound Advisors are collectively referred to herein as the “Parties,” and each, a “Party.”

RECITALS

WHEREAS, Compound Advisors is the owner of U.S. Trademark Registration No. 5,459,862 for the mark COMPOUND, covering “venture capital services, namely, providing financing to emerging and start-up companies and venture capital financing,” in Class 36 (the “Compound Advisors Services”), which registered on May 1, 2018, and was applied for on October 4, 2016 with the U.S. Patent and Trademark Office (“USPTO”) based on use which commenced at least as early as November 30, 2016;

WHEREAS, Compound Labs is the applicant for U.S. Trademark Application Serial No. 88/581839 (the “Compound Labs Application”) for the mark COMPOUND, covering “Cash management, namely, electronic transfers of funds in the nature of electronic cash and electronic cash equivalents; A user interface for transacting with cryptographic smart contracts operating through the Internet; Making available interest rate markets for use by members of an online community via a global computer network and cryptographic protocol; Making available financial information in the nature of interest rate pricing for cryptocurrencies, digital currencies, virtual currencies, digital tokens, digital assets, cryptoassets, cryptographic assets, and stablecoins; Making available financial information in the nature of market size, supply-side interest rates, and demand-side interest rates for cryptocurrencies, digital currencies, virtual currencies, digital tokens, digital assets, cryptoassets, cryptographic assets, and stablecoins accessible in an interest rate market; An open-source protocol on a blockchain-based network; Making available a protocol for holding and transferring interest-bearing cryptocurrencies, digital currencies, virtual currencies, digital tokens, digital assets, cryptoassets, cryptographic assets, and stablecoins; Making available financial information viewable in terms of fiat currencies, cryptocurrencies, digital currencies, virtual currencies, digital tokens, digital assets, cryptoassets, cryptographic assets, and stablecoins; Making available electronic transfer of smart contract-supplied cryptocurrencies, digital currencies, virtual currencies, digital tokens, digital assets, cryptoassets, and cryptographic assets, and stablecoins via a global computer network; Making available a cryptographic protocol for fungible borrowing of cryptocurrencies, digital currencies, virtual currencies, digital tokens, digital assets, cryptoassets, cryptographic assets, and stablecoins; Making available a cryptographically secure escrow service for holding cryptocurrencies, digital currencies, virtual currencies, digital tokens, digital assets, cryptoassets, cryptographic assets, and stablecoins; Financial services, namely, making available a cryptographic protocol for financial portfolio management involving cryptocurrencies, digital currencies, virtual currencies, digital tokens, digital assets, cryptoassets, cryptographic assets, and stablecoins; financial ; Making available a service for the supplying and borrowing of goods,

namely, cryptocurrencies, digital currencies, virtual currencies, digital tokens, digital assets, cryptoassets, cryptographic assets, and stablecoins information provided by electronic means; Blockchain-based assets; Decentralized finance,” in Class 36 (the “Compound Labs Class 36 Services”), applied for August 16, 2019 with the USPTO based on use which commenced at least as early as September 27, 2018, along with the other services in Classes 9 and 42 as stated in the Compound Labs Application;

WHEREAS, the Parties believe that use of the COMPOUND mark by Compound Labs within the scope of the Compound Labs Application will not create actual or likelihood of confusion between the Parties’ respective marks as applied to their respective services.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and obligations set forth in this Consent, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. NO LIKELIHOOD OF CONFUSION. Compound Advisors and Compound Labs have reviewed each other’s marks and carefully considered the issues related to likelihood of confusion between the marks. The Parties agree the marks will not cause actual or likelihood of confusion as to source, sponsorship or approval of their services because (i) the Parties’ respective services are dissimilar, (ii) the target consumers served by each Party are distinctly different, and (iii) the persons availing themselves of each Party’s respective distinct services are exercising a heightened degree of care and are not likely to be confused as to source.

2. CONSENT. Compound Advisors consents to the use and registration by Compound Labs of the trademark COMPOUND for the Compound Labs Class 36 Services as specified in the Compound Labs Application.

3. USE. Compound Advisors will take no action to interfere with the use and registration of the COMPOUND mark with regard to the Compound Labs Class 36 Services recited in the Compound Labs Application. Compound Labs shall not use the COMPOUND mark in relation to the Compound Advisors Services.

4. NO INTERFERENCE. Compound Labs will not take any issue with the Compound Services registration and use of the COMPOUND mark for the Compound Advisors Services.

5. ELIMINATION OF CONFUSION. In the unlikely event that any confusion arises from the concurrent use of the COMPOUND mark, the Parties represent and warrant to (a) notify the other Party within five (5) business days of the alleged confusion and any details or information relating thereto; (b) take commercially reasonable steps to address the confusion and prevent its future occurrence; and (c) reasonably work together to eliminate such confusion.

6. FURTHER ASSURANCES. Each of the Parties shall execute and deliver such additional documents, instruments, conveyances, and assurances, and take such further actions as may be reasonable required to carry out the provisions of this Consent.

7. GOVERNING LAW. This Consent shall be governed by and construed in accordance with the laws of the State of Delaware without giving effect to any choice or conflict of law

provision or rule that would cause the application of laws of any jurisdiction other than those of the State of Delaware.


8. ENTIRE AGREEMENT. This Consent constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. This Consent may only be amended, modified, or supplemented by an agreement in writing signed by each Party hereto, and any of the terms thereof may be waived only by a written document signed by the Party waiving compliance.

9. COUNTERPARTS. This Consent may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. A signed copy of this Consent delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Consent.

IN WITNESS WHEREOF, this Consent is effective on the day and year first above written.

COMPOUND ADVISORS, LLC

COMPOUND LABS, INC.

By:  _____

By:  _____

Name: David Hirsch

Name: Jake Chervinsky

Title: Managing Partner

Title: General Counsel

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