

CONSENT AGREEMENT

This agreement ("Agreement") is dated March 20th 2020, and is between Mako Security, Inc., a New York corporation having a place of business at 176-5 Central Avenue, Farmingdale, NY 11735 ("Mako Security") and Kimber Mfg., Inc., a Delaware corporation, and Kimber IP, LLC, a Pennsylvania corporation, each having a place of business at 1120 Saw Mill River Road, Yonkers, New York 10710 (collectively, "Kimber").

WHEREAS, Mako Security is currently, and has been since 2005, a maker, distributor and seller of firearms accessories.

WHEREAS, Kimber is currently, and has been since 1979, a manufacturer and seller of firearms.

WHEREAS, Mako Security has used the marks THE MAKO GROUP and



in commerce since June, 2005 in connection with firearms accessories.

WHEREAS, Kimber wishes to use and register the mark MAKO for use with firearms, namely, pistols.

WHEREAS, After considering marketplace realities, the parties have concluded that confusion is not likely to arise from their use and registration of their respective marks in connection with their respective goods as set forth above because the goods are distinct and desire to avoid any conflict with the other party's use and registration of their respective marks.

NOW, THEREFORE, in consideration of the mutual covenants and considerations set forth herein, the receipt and sufficiency of which are acknowledged and agreed to by the parties, the parties agree as follows:

1. The above Whereas clauses are herein made part of this Agreement.
2. The parties confirm and agree based upon their years of experience in their fields, and because of the differences between these fields and the goods on which the marks are used or to be used, and the differences in the channels of trade in which the goods of these fields are marketed and sold, and the differences in the marks, that there is no likelihood of confusion or conflict between the parties' use of their respective marks, in their respective fields of use.
3. Mako Security consents to Kimber's use, registration, or both, of the MAKO mark in the United States and worldwide in connection with its firearms, namely, pistols. Kimber shall not use MAKO or any similar word as a trademark on firearms accessories.
4. Kimber consents to Mako Security's use, registration, or both, of THE MAKO GROUP mark in the United States and worldwide in connection with firearms accessories.

5. The parties agree that they shall cooperate in taking any reasonable action to avoid and prevent confusion and to correct any instances of likelihood of confusion which may come to their attention due to the coexistence of their respective marks, in their respective fields of use.

6. This Agreement contains the entire agreement between the parties hereto as to the subject matter herein and may only be amended or supplemented in a writing signed by both parties.

7. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but which together shall be deemed to constitute a single document, and facsimile or email versions in a portable document file format ("PDF") shall be deemed acceptable and binding.

8. Each party represents and warrants to the other that it has the full right, power and authority to enter into this Agreement and to perform all of its obligations hereunder, and that its below-signed representative has authority to execute this Agreement on its behalf.

9. Failure of either party at any time to demand strict performance by the other of any term or condition of this Agreement shall not be construed as a continuing waiver or relinquishment thereof, and either party may at any time demand strict and complete performance by the other of said term or condition.

10. If any term or provision of this Agreement is held invalid or unenforceable by a court or other tribunal of competent jurisdiction, including but not limited to, any Trademark Office worldwide, such ruling shall not affect the validity or operation of the remainder of this Agreement, and such term or provision shall be modified to the extent necessary to make it valid and/or enforceable, or, if such modification is not possible, severed from this Agreement.

11. The parties hereto further agree that this Agreement may be filed in any Trademark Office worldwide, including but not limited to, the U.S. Patent and Trademark Office or the trademark office of any state of the U.S., in support of the filing party's attempt to register a mark allowed pursuant to the terms of this Agreement. The parties further agree that they will cooperate with each other to enter into any further or additional agreements to advance the intent of this Agreement, should any Trademark Office of the United States, whether federal or state, or worldwide, require such in order for either to register their respective marks pursuant to the terms of this Agreement. In such event, the party who is seeking the additional or further agreement in order to get their own application issued through to registration shall pay the reasonable attorneys' fees and costs associated with the preparation, negotiation and filing of such further or additional agreement.

12. Nothing in this Agreement shall in anyway be interpreted as creating a partnership, joint venture or any other joint business endeavor between Licensors and Licensees.

The parties are signing this agreement on the date stated in the introductory clause.

Mako Security, Inc.

By: Shay Grunov
Its authorized representative



Date: 3/20/2020

Kimber IP, LLC Corporation

By: Yeshu Loke
Its authorized representative

Date: March 20, 2020