

## CONSENT AGREEMENT

This Consent Agreement (“Agreement”) is made by and between **Agilent Technologies, Inc.**, a Delaware corporation with a place of business at 5301 Stevens Creek Boulevard, Santa Clara, California 95051 (“Agilent Technologies”) and **KPM Analytics North America Corporation**, a Delaware corporation with a place of business at 113 Cedar Street, Milford, Massachusetts 01757 (“KPM Analytics”), effective as of the last dated signature below (the “Effective Date”). Agilent Technologies and KPM Analytics may be referred to herein individually as a “Party” or collectively as the “Parties.”

### RECITALS

A. Agilent Technologies owns U.S. Application Serial No. 88/866,523 for the mark TRUALIGN covering “Laboratory glassware; Laboratory glassware, namely, dissolution vessels” in Class 9 (the “TRUALIGN Mark”).

B. KPM Analytics owns U.S. Registration No. 5,055,396 for the mark TRUE ALIGNMENT covering “Scientific apparatus, namely, spectrometers and parts and fittings therefor” in Class 9 (the “TRUE ALIGNMENT Mark”).

C. The United States Patent and Trademark Office has cited the TRUE ALIGNMENT Mark as a bar to the registration of the TRUALIGN Mark.

D. The Parties agree that their respective marks are sufficiently different in appearance, sound, and commercial impression that, when used in connection with their different goods, they can coexist without causing deception, mistake, or likelihood of confusion.

### AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals which are hereby incorporated into this Agreement, and for other full and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

1. No Likelihood of Confusion. The Parties acknowledge that they have clearly thought out their commercial interests and, based upon the differences between the TRUALIGN mark for laboratory glassware and dissolution vessels and the TRUE ALIGNMENT mark for spectrometers and spectrometer parts and fittings, the Parties recognize that it is unlikely that the sources of their respective products would be confused by purchasers.

2. No Actual Confusion. There has been no known actual confusion among customers or the public arising during the simultaneous use of Agilent Technologies’ TRUALIGN Mark

since at least as early as 2010 and KPM Analytics' TRUE ALIGNMENT Mark since at least as early as 2016.

3. Sophisticated Consumers. The goods of the respective Parties are offered within a highly-specialized field. With these sophisticated consumers, based upon the Parties' experience, such consumers are unlikely to be confused by the Parties' use of the TRUE ALIGNMENT Mark and the TRUALIGN Mark.

4. Mitigation. In the unlikely event of confusion, the Parties agree to make reasonable efforts to prevent, eliminate, and minimize any instances of actual confusion or a likelihood of confusion arising out of the use of their respective marks commensurate with the facts and circumstances of any such instances.

5. Consent to Registration by KPM Analytics. KPM Analytics hereby consents to the use and registration of the TRUALIGN Mark for the goods set forth in U.S. Application Serial No. 88/866,523.

IN WITNESS HEREOF, the Parties have executed this Agreement on the dates set forth below.

**Agilent Technologies, Inc.**

**KPM Analytics North America Corporation**

Signed: 

Signed: 

Name: Janet Shih Hsieh

Name: Ron Geis

Title: Corporate Counsel

Title: President

Date: October 8, 2020

Date: 9/30/2020