

CONSENT TO REGISTER

This agreement (“**Agreement**”) is entered into as of the last date written below (the “Effective Date”) by and between King Distribution, LLC, a limited liability company duly organized and existing under the laws of New Jersey, having offices at 356 Getty Avenue, Building 6, Clifton, New Jersey 07011 (hereinafter “**King**”), and Shenzhen First Union Technology Co., Ltd., a limited company duly organized and existing under the laws of China, having an address of Bldg C, Tangwei High-Tech Park, Fuyong Str, Baoan Dist, Shenzhen, Guangdong, China (“**Shenzhen First Union**”) (each, a “**Party**” and together, the “**Parties**”).

WHEREAS, King filed U.S. Application Serial No. 88914773 for the trademark LAVA and U.S. Application Serial No. 88914806 for the trademark LAVA 2 (together, the “**LAVA Marks**”) on May 13, 2020, each for “Nicotine-based liquid, namely, liquid nicotine used to refill electronic cigarettes; cartridges sold filled with liquid nicotine for electronic cigarettes; electronic cigarette refill liquids, namely, chemical flavorings in liquid form used to refill electronic cigarettes; cartridges sold filled with chemical flavorings in liquid form for electronic cigarettes; electronic cigarettes; electronic smoking vaporizers, namely, electronic cigarettes; tobacco substitutes in liquid solution form other than for medical purposes for electronic cigarettes” in International Class 34 (the “**LAVA Goods**”);

WHEREAS, Shenzhen First Union filed U.S. Application Serial No. 88853495 for the trademark PURLAVA (& Design) (the “**PURLAVA Mark**”) on March 30, 2020, for “Cartomizers, namely, combination electronic cigarette refill cartridges sold empty and atomizers, sold as a component of electronic cigarettes; Electronic cigarette cases; Electronic cigarettes; Electronic cigarettes for use as an alternative to traditional cigarettes; Electronic cigars; Electronic smoking pipes; Flavourings, other than essential oils, for use in electronic cigarettes; Liquid nicotine solutions for use in electronic cigarettes; Oral vaporizers for smokers; Tobacco substitutes not for medical purposes” in International Class 34 (the “**PURLAVA Goods**”);

WHEREAS, the U.S. Patent and Trademark Office (“**PTO**”) has cited U.S. Application Serial No. 88853495 for the PURLAVA Mark as a potential obstacle to the registration of the LAVA Marks under Trademark Act Section 2(d) if the PURLAVA Mark proceeds to registration;

WHEREAS, King filed a notice of opposition against U.S. Application Serial No. 88853495 for the PURLAVA Mark with the United States Trademark Trial and Appeal Board (“**TTAB**”) on November 24, 2020, to which the TTAB assigned Opposition No. 91266123 (the “**Opposition**”), and alleged that the LAVA Marks have priority of use over the PURLAVA Mark and that King is being damaged by the PURLAVA Mark because the PTO considers the PURLAVA Mark to be a potential obstacle to the registration of the LAVA Marks;

WHEREAS, King has requested Shenzhen First Union’s consent to register and use the LAVA Marks in the United States in connection with the LAVA Goods;

WHEREAS, the Parties believe that there is no likelihood of confusion in the United States between the LAVA Marks in connection with the LAVA Goods and the PURLAVA Mark in connection with the PURLAVA Goods; and

WHEREAS, the Parties are desirous of avoiding confusion of the public as to the source of the goods and services marketed or offered under the marks of the respective Parties.

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

1. Shenzhen First Union consents to King's use and registration of the LAVA Marks and agrees that it will not take any action to interfere with the same.

2. Shenzhen First Union shall not use or file a trademark application for, either directly or through any third party, the LAVA Marks.

3. King shall withdraw the Opposition with prejudice within five (5) days of the Effective Date of this Agreement and agrees that it will not take any action to interfere with Shenzhen First Union's use and registration of the PURLAVA Mark.

4. King agrees that it will not use or file a trademark application for, either directly or through any third party, the PURLAVA Mark.

5. The Parties have a good faith belief that no likelihood of confusion exists or will exist between the LAVA Goods offered under the LAVA Marks and the PURLAVA Goods offered under the PURLAVA Mark, particularly given the differences between the Parties' respective marks and that neither Party holds itself out as related to or endorsed by the other Party.

6. The Parties deem it to be in their best interest to avoid any likelihood of confusion between their respective uses of their respective marks. Accordingly, the Parties agree that they shall use commercially reasonable efforts to market their goods so that confusion does not occur, and the Parties also agree to cooperate and consult with one another in good faith should future conditions or developments result in consumer confusion or suggest the possibility that the Parties' respective marks at issue herein might be likely to be confused with one another, all with the view to insuring that no substantial likelihood of confusion is created between the Parties' respective marks at issue herein. In the unlikely event that a likelihood of confusion arises from the uses contemplated herein, then the Parties agree to take commercially reasonable steps to avoid any such likelihood of confusion, including but not limited to (a) promptly forwarding any communication received by one Party but intended for the other Party to the other Party to whom such communication was intended, and (b) notifying the other Party of such confusion or likelihood of confusion within twenty (20) business days of becoming aware of it with an agreement by both Parties to cooperate reasonably to remedy it.

7. Neither Party will associate itself or its goods in any way with the other Party or its goods.



8. The Parties agree that this Agreement may be filed with the PTO, and respectfully request the withdrawal of any current or potential Section 2(d) likelihood of confusion refusals as to the LAVA Marks, and agree to take such further action or execute other documents as may be required to cause any current or potential refusals in connection with the LAVA Marks to be withdrawn.

9. This Agreement shall apply to the United States.

10. This Agreement shall in all respects be interpreted, enforced and governed under United States federal trademark law. Any legal suit, action, or proceeding arising out of or relating to this Agreement may be instituted in the federal or state courts in Nevada, and each Party submits to the jurisdiction of such courts in any such suit, action, or proceeding. The Parties waive any objection to venue of any suit, action, or proceeding in such courts and waive and agree not to plead or claim in any such court that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum.

11. This Agreement shall be deemed to have been prepared jointly by the Parties. Any ambiguity or uncertainty existing herein shall not be interpreted or construed against any Party.

12. If either Party believes the other Party is in material breach of this Agreement, the Party alleging breach shall notify the other Party in writing and shall allow the other Party thirty (30) calendar days within which to cure the alleged breach.

13. This Agreement shall remain in full force and effect so long as the later of (a) either Party, or a licensee, assignee, or other successor-in-interest of such Party, continues to use its LAVA Marks or PURLAVA Mark, or (b) any application or registration of the LAVA Marks or the PURLAVA Mark remains in effect.

14. This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their respective successors and assigns.

15. This Agreement may be executed by an exchange of facsimile, PDF or other means of electronic signature, and may be in counterparts, which together shall constitute one document.

IN WITNESS WHEREOF, the undersigned have executed this Agreement either personally or by their duly authorized officers or representatives as of the Effective Date.

Shenzhen First Union Technology Co., Ltd.

King Distribution, LLC

By: Li Yonghai

By: Fadi Salim

Name: LI YONGHAI

Name: FADI SALIM

Title: GM

Date: 15-12-2020

Title: QWmeV

Date: 12-11-2020

