

## CONSENT AGREEMENT

This Consent Agreement is by and between BETTER3FRUIT N.V., a Belgian company with an address at Willem de Croylaan 42, 3001 Heverlee (hereinafter "**B3F**"), and Green Fuse Botanicals, Inc, a California Corporation, with an address at 220 18<sup>th</sup> Street, Santa Monica, California (hereinafter "**Green Fuse Botanicals**"). B3F and Green Fuse Botanicals shall be referred to collectively as the "Parties."

WHEREAS, Green Fuse Botanicals owns and uses the trademark GIGA, including United States Registration No. 4458373 (the "**GFB GIGA Mark**") for, generally, the sale of live plants and flowers. Green Fuse Botanicals has used the GFB GIGA Mark in the United States since as early as April 2012.

WHEREAS, Green Fuse Botanicals' use of GIGA for live plant appears as follows as indicated in the specimen of use submitted in connection with the GFB GIGA Mark in 2019:



WHEREAS, B3F sells fresh fruit using the mark GIGA and has used said mark for fresh fruit since January 2021.

WHEREAS, B3F owns International registration with designation of the U.S. No. 1533146 (US serial number No. 79286484) seeking to register the mark GIGA in the U.S. for:

Cl. 31: Fresh fruits.(the "**B3F GIGA Application**")

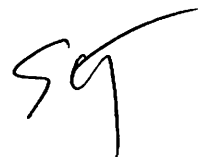


WHEREAS, the GFB GIGA Mark has been cited as a bar to registration of the B3F GIGA Application;


WHEREAS, the Parties have conferred and reviewed each other's respective marks and goods and have concluded that the Parties' respective use and intended use of their respective marks are not likely to cause confusion as to the origin of the goods provided under such marks due to the differences between the respective marks as currently used or contemplated to be used and the goods at hand, which the parties consider to constitute different commercial markets;

NOW, THEREFORE, in consideration of the promises set forth herein and good and valuable consideration, the receipt of which is acknowledged, the Parties agree as follows:

1. B3F currently uses its B3F GIGA Application but does not use, does not intend to use and going forward will not use its GIGA mark as the name of any live plants (including thus not for live flowers).
2. The Parties are not aware of any instances of confusion arising from their respective uses of their respective marks and do not anticipate that B3F's use of its mark in connection with the goods set forth in the B3F GIGA Application is likely to cause confusion with the use by Green Fuse Botanicals of its mark for the goods set forth in the GFB GIGA Mark.
3. The Parties agree that should any confusion arise based on their concurrent use of their respective marks, the Parties will meet and confer regarding any steps to be taken to address the confusion and avoid confusion in the future.
4. Green Fuse Botanicals consents to registration of the mark shown in the B3F GIGA Application in the name of B3F in the United States, in connection with "fresh fruit."
5. Green Fuse Botanicals consents to B3F's use of the GIGA mark and agrees not to object to or otherwise contest B3F's use of the mark in connection with fresh fruit.
6. B3F agrees not to use its mark GIGA, or any variations thereof, in connection with live plants and flowers.



7. The Parties hereby agree that their respective goods are sufficiently distinctive to eliminate any likelihood of consumer confusion.
8. The Parties agree that their respective consumers are knowledgeable and sophisticated enough to be able to distinguish between Green Fuse's GIGA mark and B3F's GIGA mark.
9. Each Party agrees not to represent that they are related to the other or that their goods and/or services stem from the same source or partake of any common qualities or attributes. Each Party agrees to identify itself as the source of their respective goods and/or services.
10. The Parties agree that this Consent Agreement may be filed with the U.S. Patent and Trademark Office in support of the B3F GIGA Application.
11. The Parties agree that this Consent Agreement is limited to the territory of the United States and is a non-exclusive agreement.
12. This Consent Agreement has been executed in two counterparts, and has been duly signed below by each party's authorized representative.

A handwritten signature in black ink, consisting of several loops and a long horizontal stroke at the end.A handwritten signature in black ink, featuring a prominent horizontal line with a small loop above it.

WHEREFORE the parties have caused this Agreement to be duly executed and become effective on the last date of execution indicated below.

**BETTER3FRUIT N.V.**

Dated: 03/01/2021

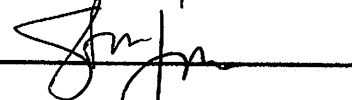
By: 

Name: Nicolas Stevens BV

Title: CEO

**Green Fuse Botanicals, Inc.**

Dated: March, 2021

By: 

Name: Steve Jones

Title: President