

CONSENT AGREEMENT

This Consent Agreement (the “Agreement”) is made and entered as of the last date written below (the “Effective Date”), by and between, Commune Hotels and Resorts, LLC, a limited liability company organized under the laws of the State of Delaware, U.S.A. with its principle place of business at 150 North Riverside Plaza, 14th Floor, Chicago, Illinois 60606, (hereinafter “Commune”) and Tommy Hilfiger Licensing LLC, a limited liability company organized under the laws of the State of Delaware, U.S.A. with its principle place of business at 285 Madison Avenue, New York, NY 10017 (hereinafter “Tommy Hilfiger”) (collectively the “Parties”; each individually a “Party”).

WHEREAS Tommy Hilfiger owns U.S. Trademark Application Serial No. 97/312,616 for the mark TOMMY (the “Tommy Mark”) for use in connection with “Hotel accommodation services; providing banquet and social function facilities for special occasions; provision of conference, exhibition and meeting facilities; restaurant and bar services” in class 43, filed on March 15, 2022 (the “Tommy Hilfiger Application”).

WHEREAS Commune is the owner of U.S. Trademark Registration No. 6,754,750 for the mark TOMMIE (“the Commune Mark”), for use in connection with “management of hotels, restaurants for others; arranging and coordinating business meetings for others in banquet rooms” in class 35, and “Hotels; providing temporary housing accommodations for travelers and vacationers; reservations of hotel rooms for travelers” in class 43 (collectively, the “Commune Registration”).

WHEREAS, the Trademark Examining Attorney at the United States Patent and Trademark Office, in reviewing the Tommy Hilfiger Application, has cited the Commune Registration as a bar to registration of the Tommy Hilfiger Application.

WHEREAS the Parties believe that there is no likelihood of confusion that should bar the registration and coexistence of their respective marks in light of the obligations undertaken and set forth herein.

WHEREAS, Tommy Hilfiger and Commune wish to confirm their respective rights to use, and to obtain or maintain registrations for, their respective marks so as to avoid any likelihood of confusion, mistake, or deception in the future.

NOW, THEREFORE, for good and valuable consideration, including all of the foregoing expressed recitals and the mutual promises and covenants contained herein, the parties agree as follows:

1. Commune believes that Tommy Hilfiger’s proposed use of the Tommy Mark for the goods and services identified in the Tommy Hilfiger Application would not cause any confusion, mistake, or deceit upon the part of consumers and/or prospective customers.
2. Tommy Hilfiger believes that Commune’s use of the Commune Mark for the goods and services identified in the Commune Registration would not cause any confusion, mistake, or deceit upon the part of consumers and/or prospective customers.

3. The Parties' conclusion that consumer confusion is not likely to arise based on their knowledge of the marketplace and the (1) differences in the Parties' respective uses of the two marks, and (2) differences in the particular marks and services offered or to be offered under the respective marks.

4. Commune consents to registration of Tommy Hilfiger's current and future applications for the Tommy Mark for all goods and services included in the Tommy Application.

5. Tommy Hilfiger consents to Commune's current and future applications to register the Commune Mark for all goods and services included in the Commune Registration.

6. The Parties agree that in the event they (or either of them) become aware of or are informed of confusion arising from the simultaneous use of their respective marks on their respective goods, as set forth herein, then they shall promptly inform one another of such confusion.

7. This Agreement may be submitted to the United States Patent and Trademark Office by: (a) Tommy Hilfiger for purposes of prosecuting applications and registrations for the Tommy Mark for the goods and services included in the Tommy Application; and (b) Commune for purposes of prosecuting applications and registrations for the Commune Mark for the goods and services in the Commune Registration.

8. Nothing in this Agreement shall be construed to amend, supersede, or replace any other agreements between the parties. This Agreement shall not be amended, rescinded or otherwise modified except by a subsequent written agreement entered into and signed by all Parties hereto.

9. This Agreement shall be binding upon and shall inure to the benefit of the Parties, their successors, assigns, subsidiaries, parents, licensees, authorized users, related and affiliated companies, and all those in active concert or participation with them.

10. Each person executing this Agreement warrants that he or she is the duly authorized representative of the respective Party designated below and is fully empowered to execute this Agreement on its behalf.

11. The Parties agree that the execution of this Agreement by exchanging pdf or facsimile signatures, or by the use of an agreed electronic means such as DocuSign, shall have the same legal force and effect as the exchange of original signatures.

IN WITNESS WHEREOF, the Parties enter into this Agreement on the last date set forth below.

DJM

david.moorhead@hyatt.com

Commune Hotels and Resorts LLC

By: *Amy Weinberg*
amy.weinberg@hyatt.com

Name: Amy Weinberg

Title: Authorized Signatory

Date: 03/08/2023

Tommy Hilfiger Licensing LLC

DocuSigned by:
By: *Mark D. Fischer*
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Name: Mark D. Fischer

Title: Executive Vice President

Date: 09-Mar-2023 | 12:21 PM EST