

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant: Axon Enterprise, Inc. Law Office: 111
Serial No.: 88/863,005 Examining Attorney: Linda Orndorff
Filing Date: April 7, 2020
Title: AXON FLEET

Commissioner for Trademarks
P.O. Box 1451
Alexandria, VA 22313-1451

Commissioner:

RESPONSE TO OFFICE ACTION

Applicant hereby timely responds to the Office Action dated June 25, 2020, in the above-identified application. Applicant respectfully requests consideration of the following Remarks, which are made in support of Applicant's request for registration on the Principal Register of its mark AXON FLEET, Application Serial No. 88/863,005 ("Applicant's Mark").

REMARKS

The Examining Attorney has preliminarily rejected the above-referenced trademark application on the following grounds:

- I. Likelihood of confusion with registration no. 3,276,353.
- II. Disclaimer of "FLEET".
- III. Prior-pending applications.
- IV. Identification of goods.
- V. Specimen fails to show use of the mark in connection with the services listed in the description.

I. Likelihood of Confusion with Registration No. 3,276,353

A likelihood of confusion between two marks at the USPTO is determined by a review of all the relevant factors under the *DuPont* test. *In re E.I. du Pont de Nemours & Co.*, 476 F.2d 1367, 177 USPQ 563 (CCPA 1973). The two key considerations in ex parte likelihood of confusion analysis are the similarity of the marks and the similarity of the goods or services. *See Federated Goods, Inc. v. Fort Howard Paper Co.*, 544 F.2d 1098, 192 USPQ 24 (CCPA 1976). The Examining Attorney argues that Applicant's Mark is confusingly similar with "AXON", Registration No. 3,276.353 ("Registrant's Mark").

Although the Examining Attorney maintains that the marks are “highly similar”, there are clear differences between Applicant’s and Registrant’s businesses and the goods provided under each mark. There is no evidence in the record other than the parties’ respective identification of goods. A thorough analysis of the significant differences in the goods leads to the conclusion that the Office has not carried its burden of establishing a likelihood of confusion in this case.

1. *Applicant’s Goods Are Not Similar to the Goods Offered Under the Registrant’s Mark.*

Applicant’s goods offered under Applicant’s Mark are different from Registrant’s goods offered under the Registrant’s Mark and are marketed to entirely different consumers than those targeted by Registrant. Even where two marks are *identical*, courts and the TTAB routinely hold that there is no likelihood of confusion “if the goods in question are not related in such a way that they would be encountered by the same persons in situations that would create the incorrect assumption that they originate from the same source.” TMEP § 1207.1(a)(i) (*citing Local Trademarks, Inc. v. Handy Boys, Inc.*, 16 U.S.P.Q.2d 1156 (T.T.A.B. 1990) (LITTLE PLUMBER for drain opener confusingly similar to LITTLE PLUMBER and Design for advertising services for plumbers). The Board has also held that differences in the functions or purpose of products or services may prevent likelihood of confusion. *Aries Systems Corp. v. World Book, Inc.*, 26 U.S.P.Q.2d 1926, * 21 (T.T.A.B. 1993).

Applicant is a leading provider of energy weapons, video cameras, equipment, and software for law enforcement, public safety officials, first responders, private security, and the military. Applicant’s goods offered under Applicant’s Mark consist of video cameras that are used by these consumer groups to record events in real-time. The video cameras can be mounted in vehicles and come equipped with the ability to connect with and interact with energy weapons, signaling devices, mobile phones, and other electronic devices. The captured video and sound data is stored in the video camera and can be transferred using proprietary smartphone apps and software-as-a-service software available through a subscription across a data network. The video cameras feature geo-spatial tagging and the ability to communicate with weapons systems to ensure seamless recording during an incident. Applicant’s wearable video cameras are part of a larger data management ecosystem of smartphone software and cloud-based computer software that allows for secure storage of sensitive data, management within an organization, and sharing with relevant groups.

Applicant’s video camera and software systems are designed to allow the user to diffuse potentially violent situations and promote compliance by persons who may act differently outside the presence of a video camera. The video cameras and software systems are further intended to allow users the convenience of using a small, compact camera to gather evidence during in-field conflicts and prevent later assertions of impropriety by third parties. By their very nature, such video cameras and software are purchased for use by an entire organization and are subjected to many layers of evaluation by a potential consumer. Additionally, such video cameras and associated docking stations and computer software are not used for video content refinement, like Registrant’s video content servers. It is clear from Registrant’s website that its video content servers are used for clear image and video output to “create stunning visual environments,” a purpose that is fundamentally different from that served by Applicant’s wearable video cameras and data management software. *See Attachment 1* attached hereto for images from Registrant’s website promoting its goods.

Applicant’s reading of the Registrant’s goods is not restricting the reach of the Registrant’s description of goods from the scope of that given in the Registrant’s description of goods. The

words “video content communications”, by definition, relate to some degree to the intended users of the goods, namely, those that are concerned with the content of a video (i.e. those involved in the visual arts). This is a distinct attribute from the goods listed in Applicant’s application in that Applicant’s goods do not in any way reference the content or visual attributes of the content. Instead, Applicant’s goods are focused on the medium of storage and exchange, distinct from computer hardware or software that is designed to maintain the quality of the video stored therein. For the same reason, Registrant’s video content communications servers would be marketed to consumers that are exclusively concerned with the integrity of the video content, a concern that is entirely different from the concerns of consumers of Applicant’s goods. Registrant does not sell wearable or vehicle-mounted video cameras, accompanying software, or weapons systems. Therefore, Registrant’s goods should be viewed as unrelated to Applicant’s goods.

The Examining Attorney appears to have cited Registrant’s Mark as a potential obstacle to registration because it also covers computer hardware and computer software products. Registrant’s Mark does not, however, cover the very specific computer hardware and software products covered by Applicant’s application, nor could any language in the identification for the Registrant’s Mark be construed broadly enough to encompass Applicant’s goods. It is well-established that computer software products are not automatically “related” goods for purposes of determining whether a likelihood of confusion between two marks exists. In the case of computer software products, the Board has often allowed identical marks to coexist for different types of computer software. For example, in *Reynolds & Reynolds Co. v. I.E. Systems, Inc.*, 5 USPQ2d 1749 (TTAB 1987), the Board found no likelihood of confusion between identical marks both used for computer software products, when applicant used the mark for operational software products and registrant used the mark for application software.

Thus, Applicant’s product cannot be considered related to the Registrant’s Mark’s goods for likelihood of confusion purposes.

2. *There Is No Evidence of Actual Confusion.*

Applicant’s use of many formulations of the AXON mark (including AXON, AXON FLEX, AXON BODY, AXON VEHICLE, AXON SIGNAL, AXON VIEW, and AXON CAPTURE, among many others) has been widely publicized without any instance of actual confusion. Specifically, Applicant has advertised its AXON products and services online and through trade shows to hundreds of thousands of consumers for at least 10 years. Additionally, the AXON name has reached millions of consumers through various news reports on Applicant’s products which have received substantial media attention in the wake of high-profile incidents involving altercations between police officers and suspects, where Applicant’s products would have diminished or completely eliminated many questions as to the true nature of events. Yet, Applicant is not aware of a single instance of consumer confusion between Applicant’s Mark and Registrant’s Mark.


3. *USPTO’s Policy of Consistency in Examination Compels Approval of Applicant’s Mark.*


The USPTO has publicly acknowledged the importance of consistency in its examination. Here, the policy of adherence to consistent examinations compels the conclusion that Applicant’s Mark should proceed to registration.

Applicant’s prior AXON marks were issued registrations despite the Registrant’s Mark. Applicant has previously registered the following trademarks for specific goods:

Registration Number	Mark	Goods
4,045,755	AXON	Video cameras
4,703,927	AXON	Digital recorded media, namely, downloadable video and audio recordings, and downloadable photographs of incidents and recorded actions and communications recorded from video cameras; eyeglasses; sunglasses; eyeglass frames; eyewear accessories, namely, neck straps, head straps, cords for eyeglasses; computer screen saver software; computer application software for cell phones; motion picture films about less-lethal electronic weaponry used in the fields of law enforcement, professional security, medical, and consumer security; motion picture films that include evidence of incidents in the fields of law enforcement, professional security, medical, and consumer security; downloadable motion pictures and television shows about less-lethal electronic weaponry used in the fields of law enforcement, professional security and consumer security; body-worn video cameras; head-mounted video cameras; body-worn video and audio recorders worn by law enforcement personnel for recording visual and audio events that occur during an incident as

Registration Number	Mark	Goods
		seen from the users' perspective, and accessories therefor, namely, holsters for coupling such recorders to the users' body.
4,029,461	AXON	Headset for carrying a microphone and a video camera.
4,583,078	AXONFLEX	Apparatus for recording video and audio comprised of cameras and digital recorders; battery packs; battery chargers; docking stations for digital recorders and battery packs; recorded media, namely, pre-recorded DVDs, digital video discs, downloadable audio and video recordings featuring events captured from the perspective of a person in the fields of law enforcement, professional security services, and first responders; accessories for video and audio recording apparatus for attaching video and audio recording apparatus to clothing, eyeglasses, and helmets, namely, clips for attaching video and audio recording apparatus to clothing, eyeglasses and helmets; accessories for a video camera, namely, clips for attaching a video camera to clothing, eyeglasses, and helmets.

Registration Number	Mark	Goods
5,296,824		<p>Communication services, namely, electronic transmission of data and documents among users of computers; Communication services, namely, transmission of text, images, audio, and video by means of wireless communication networks, including the Internet, intranets, extranets, mobile communication, and cellular and satellite networks; Providing telecommunication connections to computer databases and the Internet from mobile electronic devices and computer terminals; Streaming of video materials via a global computer network; Electronic messaging and wireless digital messaging services; Advisory and consultancy services in the field of communications, video streaming, electronic messaging, and wireless digital messaging.</p>
5,228,637	AXON	<p>Communication services, namely, electronic transmission of data and documents among users of computers; Communication services, namely, transmission of text, images, audio, and video by means of wireless communication networks, including the Internet, intranets, extranets, mobile</p>

Registration Number	Mark	Goods
		communication, and cellular and satellite networks; Providing telecommunication connections to computer databases and the Internet from mobile electronic devices and computer terminals; Streaming of video materials via a global computer network; Electronic messaging and wireless digital messaging services; Advisory and consultancy services in the field of communications, video streaming, electronic messaging, and wireless digital messaging.
5,029,703	AXON	Photography services; Photographic and video services, namely, photographic and video capture; Photographic computer imaging.
5,032,737		Photography services; Photographic and video services, namely, photographic and video capture; Photographic computer imaging.

For the Examining Attorney's convenience, registration certificates for each of these marks as been provided hereto as *Attachment 2*. Each of these registrations were registered without any objections from the respective examining attorneys as to the Registrant's Mark. In issuing the above registrations, the USPTO has determined that the Registrant's Mark and associated goods can co-exist on the registry and in the marketplace with video cameras and associated software sold under the AXON mark and offered by the Applicant. It would be inconsistent and inappropriate for the USPTO to now refuse registration of Applicant's Mark covering highly similar and overlapping goods.

Consistency in the USPTO's examination of applications therefore requires that Applicant's Mark also be approved for publication.

4. Conclusion

In summary, consumers are unlikely to confuse Applicant's use of AXON FLEET with Registrant's AXON mark, given the differences between the parties' goods, the unique way in which Applicant sells its goods to its customers, the differences between the parties' classes of purchasers and channels of trade, and Applicant's extensive portfolio of AXON trademarks. Applicant therefore respectfully requests that the Examining Attorney approve Applicant's application for publication without formally citing Registration No. 3,276,353.

II. Disclaimer

Applicant agrees to a disclaimer of the word (and only the word) "FLEET" in the mark AXON FLEET. Examining Attorney may add the following disclaimer to the application:

No claim is made to the exclusive right to use "FLEET" apart from the mark as shown.

III. Prior Pending Applications

The Examining Attorney has cited various pending U.S. applications and argues that each application may, if approved and registered, pose a threat to registration of Applicant's Mark. Applicant believes that these trademark applications should not be considered as conflicting, for at least the reasons stated below.

Application No. 85/628,155

According to the Trademark Status & Document Retrieval system, this application was abandoned on August 12, 2020, for the applicant's failure to respond to an office action. The notice of abandonment was issued on August 24, 2020. The applicant was required to file a petition to revive no later than October 24, 2020, to prevent the application from becoming abandoned. However, the applicant failed to file the petition to revive, and the application became irretrievably abandoned on October 25, 2020. Accordingly, this application should not be considered as a potential 2(d) bar to registration of Applicant's Mark.

Application No. 85/628,095

This trademark application is included in the consent agreement between Applicant and AxxonSoft, as discussed above and provided in *Attachment 3*. Accordingly, this application should not be considered as a potential 2(d) bar to registration of Applicant's Mark.

Application Nos. 79/218,133 and 79/218,132

Applicant respectfully disagrees that either referenced application should be considered as a potential 2(d) bar to registration of Applicant's Mark. Without waiving any argument as to the referenced trademark applications, Applicant reserves the right to respond to any office action which may issue based on application nos. 79/218,133 and 79/218,132.

IV. Description of Goods

The Examining Attorney concludes that the description of goods is indefinite and must be clarified. Specifically, the Examining Attorney requested Applicant to specify the common commercial or generic name for the goods. Applicant hereby proposes the following amended description of goods:

International Class 9: Apparatus for recording video and audio, namely, cameras and digital recorders; wireless communication devices for voice, data or image transmission; electronic communication equipment and instruments, namely, mobile digital electronic devices for sending and receiving of text, data, audio, image, and video files; ~~surveillance systems~~ video and audio recording device comprised of video cameras and weaponry; mobile digital electronic devices for the sending and receiving of digital data, and for use in providing access to the internet; battery packs; custom camera hardware solutions, namely, hardware for attaching video cameras and digital recorders to a vehicle; custom integrated platform solutions comprising mobile computer and operating platforms consisting of data transceivers, wireless networks; computer hardware; computer hardware for communication between multiple computers and between computers and local and global computer networks; radios, radio transmitters, and receivers; network communications apparatus, namely, network routers; global positioning systems; global positioning and communication devices, navigational and vehicle monitoring equipment, namely, radio, navigational and global positioning system transponders and receivers; downloadable software for recording, organizing, transmitting, manipulating, and reviewing text, data, audio, image and video files; downloadable software for accessing, browsing and searching online databases; downloadable or recorded software for the transmission of data, images, audio, and video by wireless communication networks and the internet; downloadable software, namely, an application allowing a video recording device to connect to a communications server for the purposes of inputting, storing, processing or outputting information related to recorded audio/video, the location of the client-side computer, or information from other video recording devices; computer hardware for integrating and controlling various communications and weapons systems; downloadable software systems for integrating and controlling various communications and weapons systems; downloadable cell phone software applications for video playback; downloadable cell phone software applications for audio playback; downloadable cell phone software applications for recording of narration; downloadable cell phone software applications for editing; electronic apparatus with multimedia functions for use with all of the aforesaid goods, namely, mobile digital electronic devices for recording and transmitting, data, audio, and video files; motion picture films that include evidence of incidents in the field of public safety.

V. Specimen Does Not Show Use of Mark

The Examining Attorney concludes that the specimen provided by Applicant does not show use of Applicant's Mark with the listed goods. The Examining Attorney concluded that the specimen provided by Applicant consisted of an installation manual that "[failed] to show the mark as it is used in the advertisement or sale of the services as listed in the application."

With the original Application, Applicant submitted a specimen consisting of a screenshot from Applicant's website for a product referred to as the "Axon Fleet Dongle". The dongle is a computer component which is plugged in to a video camera and allows it to wirelessly communicate with a local network to pair with other electronic devices and share information and data with them. Accordingly, it is a type of "electronic communication equipment and instrument". The specimen shows the mark AXON FLEET, used with the dongle, with an "Add to Cart" button allowing a consumer to purchase the product through the website. Such a specimen constitutes the requisite display of the mark. *See* TMEP § 904.03(i). *See In re Sones*, 590 F.3d 1282, 1288 (Fed Cir. 2009); *In re Azteca Sys., Inc.*, 102 USPQ2d 1955, 1957-58 (TTAB 2012); *In re Dell Inc.*, 71 USPQ2d 1725, 1727 (TTAB 2004). For these reasons, the specimen provided by Applicant shows use of the referenced mark in connection with the pertinent goods.

The above arguments notwithstanding, in the event the Examining Attorney finds the original specimen does not show use of the AXON FLEET mark with the pertinent goods, Applicant submits the substitute specimen shown in the enclosed Attachment 4, consisting of a screenshot from Applicant's website, an image of an in-car video camera, and a discussion of Applicant's in-car camera system. The website contains a means for a customer to contact Applicant to place an order for the goods. Applicant's in-car camera system is a custom-manufactured system which requires Applicant to work individually with a customer to manufacture and install the product. For this reason, the camera system is not available for purchase on Applicant's website. However, a customer who desires to purchase the product can use a special form to contact a sales person directly to complete a purchase. Therefore, the website shown in Attachment 4 is akin to a catalog. Such displays are considered as acceptable specimens. *See Lands' End Inc. v. Manbeck*, 797 F. Supp. 511, 24 USPQ2d 1314 (E.D. Va. 1992). For these reasons, the substitute specimen shown in Attachment 4 shows appropriate use of the AXON FLEET mark with a display of the goods.

CONCLUSION

Applicant respectfully requests that the initial rejection be withdrawn and that the application be passed on to publication on the Principal Register. If the Examining Attorney has any further questions or believes that a telephone conversation might be productive, the Applicant is ready to discuss these matters at the convenience of the Examining Attorney. Thank you for your consideration of these matters.

Respectfully Submitted,

Justin Clark

Justin Clark, Esq.
J. Clark Law Firm, PLLC

ATTACHMENT 1



Products

[\(/\)](#)



[\(/apps\)](#)



[Rigging Systems](#)

Able to accommodate the unique needs of each space and budget, ETC's motorized hoists and hoist-control systems raise and lower stage curtains, lighting equipment, backdrops, projection screens, scoreboards and more. They're a safe, intelligent choice for any theatrical, live-event or architectural installation.

[\(/Products/Rigging-Systems/\)](/Products/Rigging-Systems/)



Entertainment Controls

Since we built our first console in 1975, ETC systems have been at the forefront of lighting control. Designers and programmers of all experience levels can choose from four console families to find the right solution and operational style to accommodate your current and future needs, and fit your budget. And you'll never miss a cue with our CueSystem backstage communication network.

[\(/Products/Consoles/\)](#)



[Architectural Systems](#)

[ETC manufactures the most comprehensive systems on the market, which meet the challenges of modern-day architectural lighting. We have four product families that feature reliable, well-supported and easy-to-maintain tools for any venue, from a single room to large museums, massive office complexes, convention centers and theme parks.](#)

[\(/Products/Architectural-Systems/\)](#)



Power Controls

ETC offers a full range of power-control options for dimming, switching, and constant power. Always advancing the technology of power control, we provide a combination of centralized or distributed systems to suit any application, along with company switches and a unique line of emergency-lighting control products to keep your venue safe.

[\(/Products/Power-Controls/\)](/Products/Power-Controls/)



Lighting Fixtures

The ETC Source Four is the most popular fixture in the industry and comes in a variety of formats for every application indoors and outdoors. We provide architectural fixtures for retail, hospitality, and themed environments as well as award-winning ArcSystem LED luminaires for front-of-house auditorium lighting. You can find a fixture for every position in the theatre, architectural installations, auditoriums, the studio and beyond.

[\(/Products/Lighting-Fixtures/\)](#)



Distribution

ETC distribution products have been engineered for easy customization, installation and service. Combine data and power for your intelligent lighting requirements with optional built-in DMX or Ethernet ports. Every project is unique, and we give you the individual attention you need: prompt quotes, customized drawings and customized products.

[\(/Products/Distribution/\)](#)



Networking

ETC's powerful array of networking-infrastructure and gateway products provides the highest degree of reliability and interoperability. Our networking products use industry-standard ACN and streaming ACN (sACN) communications for simple device communications and to migrate functions of existing protocols, such as DMX, 0-10V and DALI, into a network-native environment.

[\(/Products/Networking/\)](/Products/Networking/)



High End Systems

[A grassroots venture between a musician, a DJ and a photographer has launched over 40 years of top live-event industry products. Learn More →](#)

<http://www.highend.com>

ATTACHMENT 2

United States of America
United States Patent and Trademark Office



AXON

Reg. No. 5,032,737

Registered Aug. 30, 2016

Int. Cl.: 41

Service Mark

Principal Register

TASER International, Inc. (DELAWARE CORPORATION)
IP Department
17800 N. 85th Street
Scottsdale, AZ 85255

CLASS 41: Photography services; Photographic and video services, namely, photographic and video capture; Photographic computer imaging

FIRST USE 10-20-2015; IN COMMERCE 10-20-2015

The mark consists of a triangle shape with a broken border, the triangle shape comprised of a series of three quadrilaterals meeting in the middle of the triangle to form a star shape with trisected points corresponding to the breaks in the border of the triangle, the triangle shape appearing over the word "AXON" written in stylized characters.

SER. NO. 86-616,243, FILED 04-30-2015
DEIRDRE G ROBERTSON, EXAMINING ATTORNEY



Michelle K. Lee

Director of the United States
Patent and Trademark Office

REQUIREMENTS TO MAINTAIN YOUR FEDERAL TRADEMARK REGISTRATION

WARNING: YOUR REGISTRATION WILL BE CANCELLED IF YOU DO NOT FILE THE DOCUMENTS BELOW DURING THE SPECIFIED TIME PERIODS.

Requirements in the First Ten Years*

What and When to File:

- **First Filing Deadline:** You must file a Declaration of Use (or Excusable Nonuse) between the 5th and 6th years after the registration date. See 15 U.S.C. §§1058, 1141k. If the declaration is accepted, the registration will continue in force for the remainder of the ten-year period, calculated from the registration date, unless cancelled by an order of the Commissioner for Trademarks or a federal court.
- **Second Filing Deadline:** You must file a Declaration of Use (or Excusable Nonuse) and an Application for Renewal between the 9th and 10th years after the registration date.* See 15 U.S.C. §1059.

Requirements in Successive Ten-Year Periods*

What and When to File:

- You must file a Declaration of Use (or Excusable Nonuse) and an Application for Renewal between every 9th and 10th-year period, calculated from the registration date.*

Grace Period Filings*

The above documents will be accepted as timely if filed within six months after the deadlines listed above with the payment of an additional fee.

***ATTENTION MADRID PROTOCOL REGISTRANTS:** The holder of an international registration with an extension of protection to the United States under the Madrid Protocol must timely file the Declarations of Use (or Excusable Nonuse) referenced above directly with the United States Patent and Trademark Office (USPTO). The time periods for filing are based on the U.S. registration date (not the international registration date). The deadlines and grace periods for the Declarations of Use (or Excusable Nonuse) are identical to those for nationally issued registrations. See 15 U.S.C. §§1058, 1141k. However, owners of international registrations do not file renewal applications at the USPTO. Instead, the holder must file a renewal of the underlying international registration at the International Bureau of the World Intellectual Property Organization, under Article 7 of the Madrid Protocol, before the expiration of each ten-year term of protection, calculated from the date of the international registration. See 15 U.S.C. §1141j. For more information and renewal forms for the international registration, see <http://www.wipo.int/madrid/en/>.

NOTE: Fees and requirements for maintaining registrations are subject to change. Please check the USPTO website for further information. With the exception of renewal applications for registered extensions of protection, you can file the registration maintenance documents referenced above online at <http://www.uspto.gov>.

NOTE: A courtesy e-mail reminder of USPTO maintenance filing deadlines will be sent to trademark owners/holders who authorize e-mail communication and maintain a current e-mail address with the USPTO. To ensure that e-mail is authorized and your address is current, please use the Trademark Electronic Application System (TEAS) Correspondence Address and Change of Owner Address Forms available at <http://www.uspto.gov>.

United States of America

United States Patent and Trademark Office

AXON

Reg. No. 5,029,703

Registered Aug. 30, 2016

Int. Cl.: 41

Service Mark

Principal Register

TASER International, Inc. (DELAWARE CORPORATION)
IP Department
17800 N. 85th Street
Scottsdale, AZ 85255

CLASS 41: Photography services; Photographic and video services, namely, photographic and video capture; Photographic computer imaging

FIRST USE 7-1-2010; IN COMMERCE 7-1-2010

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT STYLE, SIZE OR COLOR

SER. NO. 86-616,278, FILED 04-30-2015
DEIRDRE G ROBERTSON, EXAMINING ATTORNEY



Michelle K. Lee

Director of the United States
Patent and Trademark Office

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- **Second Filing Deadline:** You must file a Declaration of Use (or Excusable Nonuse) and an Application for Renewal between the 9th and 10th years after the registration date.* See 15 U.S.C. §1059.

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United States of America

United States Patent and Trademark Office

AXON

Reg. No. 5,228,637

Registered Jun. 20, 2017

Int. Cl.: 38

Service Mark

Principal Register

AXON ENTERPRISE, INC. (DELAWARE CORPORATION)
17800 NORTH 85TH STREET
SCOTTSDALE, AZ 85255

CLASS 38: Communication services, namely, electronic transmission of data and documents among users of computers; Communication services, namely, transmission of text, images, audio, and video by means of wireless communication networks, including the Internet, intranets, extranets, mobile communication, and cellular and satellite networks; Providing telecommunication connections to computer databases and the Internet from mobile electronic devices and computer terminals; Streaming of video materials via a global computer network; Electronic messaging and wireless digital messaging services; Advisory and consultancy services in the field of communications, video streaming, electronic messaging, and wireless digital messaging

FIRST USE 8-30-2016; IN COMMERCE 8-30-2016

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT STYLE, SIZE OR COLOR

SER. NO. 86-613,063, FILED 04-28-2015
DEIRDRE G ROBERTSON, EXAMINING ATTORNEY



Joseph Matol

Performing the Functions and Duties of the
Under Secretary of Commerce for
Intellectual Property and Director of the
United States Patent and Trademark Office

REQUIREMENTS TO MAINTAIN YOUR FEDERAL TRADEMARK REGISTRATION

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- **Second Filing Deadline:** You must file a Declaration of Use (or Excusable Nonuse) and an Application for Renewal between the 9th and 10th years after the registration date.* See 15 U.S.C. §1059.

Requirements in Successive Ten-Year Periods*

What and When to File:

- You must file a Declaration of Use (or Excusable Nonuse) and an Application for Renewal between every 9th and 10th-year period, calculated from the registration date.*

Grace Period Filings*

The above documents will be accepted as timely if filed within six months after the deadlines listed above with the payment of an additional fee.

***ATTENTION MADRID PROTOCOL REGISTRANTS:** The holder of an international registration with an extension of protection to the United States under the Madrid Protocol must timely file the Declarations of Use (or Excusable Nonuse) referenced above directly with the United States Patent and Trademark Office (USPTO). The time periods for filing are based on the U.S. registration date (not the international registration date). The deadlines and grace periods for the Declarations of Use (or Excusable Nonuse) are identical to those for nationally issued registrations. See 15 U.S.C. §§1058, 1141k. However, owners of international registrations do not file renewal applications at the USPTO. Instead, the holder must file a renewal of the underlying international registration at the International Bureau of the World Intellectual Property Organization, under Article 7 of the Madrid Protocol, before the expiration of each ten-year term of protection, calculated from the date of the international registration. See 15 U.S.C. §1141j. For more information and renewal forms for the international registration, see <http://www.wipo.int/madrid/en/>.

NOTE: Fees and requirements for maintaining registrations are subject to change. Please check the USPTO website for further information. With the exception of renewal applications for registered extensions of protection, you can file the registration maintenance documents referenced above online at <http://www.uspto.gov>.

NOTE: A courtesy e-mail reminder of USPTO maintenance filing deadlines will be sent to trademark owners/holders who authorize e-mail communication and maintain a current e-mail address with the USPTO. To ensure that e-mail is authorized and your address is current, please use the Trademark Electronic Application System (TEAS) Correspondence Address and Change of Owner Address Forms available at <http://www.uspto.gov>.

United States of America

United States Patent and Trademark Office



Reg. No. 5,296,824

Registered Sep. 26, 2017

Int. Cl.: 38

Service Mark

Principal Register

AXON ENTERPRISE, INC. (DELAWARE CORPORATION)
17800 NORTH 85TH STREET
SCOTTSDALE, AZ 85255

CLASS 38: Communication services, namely, electronic transmission of data and documents among users of computers; Communication services, namely, transmission of text, images, audio, and video by means of wireless communication networks, including the Internet, intranets, extranets, mobile communication, and cellular and satellite networks; Providing telecommunication connections to computer databases and the Internet from mobile electronic devices and computer terminals; Streaming of video materials via a global computer network; Electronic messaging and wireless digital messaging services; Advisory and consultancy services in the field of communications, video streaming, electronic messaging, and wireless digital messaging

FIRST USE 8-30-2016; IN COMMERCE 8-30-2016

The mark consists of a triangle shape with a broken border, the triangle shape comprised of a series of three quadrilaterals meeting in the middle of the triangle to form a star shape with twisted points corresponding to the breaks in the border of the triangle, the triangle shape appearing to the left of the the word "AXON" written in stylized characters.

SER. NO. 86-616,234, FILED 04-30-2015
DEIRDRE G ROBERTSON, EXAMINING ATTORNEY



Joseph Matal

Performing the Functions and Duties of the
Under Secretary of Commerce for
Intellectual Property and Director of the
United States Patent and Trademark Office

REQUIREMENTS TO MAINTAIN YOUR FEDERAL TRADEMARK REGISTRATION

WARNING: YOUR REGISTRATION WILL BE CANCELLED IF YOU DO NOT FILE THE DOCUMENTS BELOW DURING THE SPECIFIED TIME PERIODS.

Requirements in the First Ten Years*

What and When to File:

- **First Filing Deadline:** You must file a Declaration of Use (or Excusable Nonuse) between the 5th and 6th years after the registration date. See 15 U.S.C. §§1058, 1141k. If the declaration is accepted, the registration will continue in force for the remainder of the ten-year period, calculated from the registration date, unless cancelled by an order of the Commissioner for Trademarks or a federal court.
- **Second Filing Deadline:** You must file a Declaration of Use (or Excusable Nonuse) and an Application for Renewal between the 9th and 10th years after the registration date.* See 15 U.S.C. §1059.

Requirements in Successive Ten-Year Periods*

What and When to File:

- You must file a Declaration of Use (or Excusable Nonuse) and an Application for Renewal between every 9th and 10th-year period, calculated from the registration date.*

Grace Period Filings*

The above documents will be accepted as timely if filed within six months after the deadlines listed above with the payment of an additional fee.

***ATTENTION MADRID PROTOCOL REGISTRANTS:** The holder of an international registration with an extension of protection to the United States under the Madrid Protocol must timely file the Declarations of Use (or Excusable Nonuse) referenced above directly with the United States Patent and Trademark Office (USPTO). The time periods for filing are based on the U.S. registration date (not the international registration date). The deadlines and grace periods for the Declarations of Use (or Excusable Nonuse) are identical to those for nationally issued registrations. See 15 U.S.C. §§1058, 1141k. However, owners of international registrations do not file renewal applications at the USPTO. Instead, the holder must file a renewal of the underlying international registration at the International Bureau of the World Intellectual Property Organization, under Article 7 of the Madrid Protocol, before the expiration of each ten-year term of protection, calculated from the date of the international registration. See 15 U.S.C. §1141j. For more information and renewal forms for the international registration, see <http://www.wipo.int/madrid/en/>.

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United States of America
United States Patent and Trademark Office

AXONFLEX

Reg. No. 4,583,078

Registered Aug. 12, 2014

Int. Cl.: 9

TRADEMARK

PRINCIPAL REGISTER

TASER INTERNATIONAL, INC. (DELAWARE CORPORATION)
17800 NORTH 85TH STREET
I.P. DEPARTMENT
SCOTTSDALE, AZ 85255

FOR: APPARATUS FOR RECORDING VIDEO AND AUDIO COMPRISED OF CAMERAS AND DIGITAL RECORDERS; BATTERY PACKS; BATTERY CHARGERS; DOCKING STATIONS FOR DIGITAL RECORDERS AND BATTERY PACKS; RECORDED MEDIA, NAMELY, PRE-RECORDED DVDS, DIGITAL VIDEO DISCS, DOWNLOADABLE AUDIO AND VIDEO RECORDINGS FEATURING EVENTS CAPTURED FROM THE PERSPECTIVE OF A PERSON IN THE FIELDS OF LAW ENFORCEMENT, PROFESSIONAL SECURITY SERVICES, AND FIRST RESPONDERS; ACCESSORIES FOR VIDEO AND AUDIO RECORDING APPARATUS FOR ATTACHING VIDEO AND AUDIO RECORDING APPARATUS TO CLOTHING, EYEGLASSES, AND HELMETS, NAMELY, CLIPS FOR ATTACHING VIDEO AND AUDIO RECORDING APPARATUS TO CLOTHING, EYEGLASSES AND HELMETS; ACCESSORIES FOR A VIDEO CAMERA, NAMELY, CLIPS FOR ATTACHING A VIDEO CAMERA TO CLOTHING, EYEGLASSES, AND HELMETS, IN CLASS 9 (U.S. CLS. 21, 23, 26, 36 AND 38).

FIRST USE 6-5-2012; IN COMMERCE 6-5-2012.

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT, STYLE, SIZE, OR COLOR.

SER. NO. 86-041,723, FILED 8-19-2013.

JANICE KIM, EXAMINING ATTORNEY



Michelle K. Lee

Deputy Director of the United States
Patent and Trademark Office

**REQUIREMENTS TO MAINTAIN YOUR FEDERAL
TRADEMARK REGISTRATION**

**WARNING: YOUR REGISTRATION WILL BE CANCELLED IF YOU DO NOT FILE THE
DOCUMENTS BELOW DURING THE SPECIFIED TIME PERIODS.**

Requirements in the First Ten Years*

What and When to File:

First Filing Deadline: You must file a Declaration of Use (or Excusable Nonuse) between the 5th and 6th years after the registration date. See 15 U.S.C. §§1058, 1141k. If the declaration is accepted, the registration will continue in force for the remainder of the ten-year period, calculated from the registration date, unless cancelled by an order of the Commissioner for Trademarks or a federal court.

Second Filing Deadline: You must file a Declaration of Use (or Excusable Nonuse) **and** an Application for Renewal between the 9th and 10th years after the registration date.* See 15 U.S.C. §1059.

Requirements in Successive Ten-Year Periods*

What and When to File:

You must file a Declaration of Use (or Excusable Nonuse) **and** an Application for Renewal between every 9th and 10th-year period, calculated from the registration date.*

Grace Period Filings*

The above documents will be accepted as timely if filed within six months after the deadlines listed above with the payment of an additional fee.

**The United States Patent and Trademark Office (USPTO) will NOT send you any future notice or
reminder of these filing requirements.**

***ATTENTION MADRID PROTOCOL REGISTRANTS:** The holder of an international registration with an extension of protection to the United States under the Madrid Protocol must timely file the Declarations of Use (or Excusable Nonuse) referenced above directly with the USPTO. The time periods for filing are based on the U.S. registration date (not the international registration date). The deadlines and grace periods for the Declarations of Use (or Excusable Nonuse) are identical to those for nationally issued registrations. See 15 U.S.C. §§1058, 1141k. However, owners of international registrations do not file renewal applications at the USPTO. Instead, the holder must file a renewal of the underlying international registration at the International Bureau of the World Intellectual Property Organization, under Article 7 of the Madrid Protocol, before the expiration of each ten-year term of protection, calculated from the date of the international registration. See 15 U.S.C. §1141j. For more information and renewal forms for the international registration, see <http://www.wipo.int/madrid/en/>.

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United States of America

United States Patent and Trademark Office

AXON

Reg. No. 4,029,461

Registered Sep. 20, 2011

Int. Cl.: 9

TRADEMARK

PRINCIPAL REGISTER

TASER INTERNATIONAL, INC. (DELAWARE CORPORATION)
17800 NORTH 85TH STREET
IP DEPARTMENT
SCOTTSDALE, AZ 852559603

FOR: HEADSET FOR CARRYING A MICROPHONE AND A VIDEO CAMERA, IN CLASS 9
(U.S. CLS. 21, 23, 26, 36 AND 38).

FIRST USE 5-25-2010; IN COMMERCE 5-25-2010.

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT, STYLE, SIZE, OR COLOR.

SN 77-920,242, FILED 1-26-2010.

MIDGE BUTLER, EXAMINING ATTORNEY



David J. Kyffers

Director of the United States Patent and Trademark Office

**REQUIREMENTS TO MAINTAIN YOUR FEDERAL
TRADEMARK REGISTRATION**

**WARNING: YOUR REGISTRATION WILL BE CANCELLED IF YOU DO NOT FILE THE
DOCUMENTS BELOW DURING THE SPECIFIED TIME PERIODS.**

Requirements in the First Ten Years*
What and When to File:

First Filing Deadline: You must file a Declaration of Use (or Excusable Nonuse) between the 5th and 6th years after the registration date. See 15 U.S.C. §§1058, 1141k. If the declaration is accepted, the registration will continue in force for the remainder of the ten-year period, calculated from the registration date, unless cancelled by an order of the Commissioner for Trademarks or a federal court.

Second Filing Deadline: You must file a Declaration of Use (or Excusable Nonuse) **and** an Application for Renewal between the 9th and 10th years after the registration date.*
See 15 U.S.C. §1059.

Requirements in Successive Ten-Year Periods*
What and When to File:

You must file a Declaration of Use (or Excusable Nonuse) **and** an Application for Renewal between every 9th and 10th-year period, calculated from the registration date.*

Grace Period Filings*

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**The United States Patent and Trademark Office (USPTO) will NOT send you any future notice or
reminder of these filing requirements.**

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NOTE: Fees and requirements for maintaining registrations are subject to change. Please check the USPTO website for further information. With the exception of renewal applications for registered extensions of protection, you can file the registration maintenance documents referenced above online at <http://www.uspto.gov>.

United States of America

United States Patent and Trademark Office

AXON

Reg. No. 4,703,927

Registered Mar. 17, 2015

Int. Cl.: 9

TRADEMARK

PRINCIPAL REGISTER

TASER INTERNATIONAL, INC. (DELAWARE CORPORATION)
IP DEPARTMENT
17800 NORTH 85TH STREET
SCOTTSDALE, AZ 85255

FOR: DIGITAL RECORDED MEDIA, NAMELY, DOWNLOADABLE VIDEO AND AUDIO RECORDINGS, AND DOWNLOADABLE PHOTOGRAPHS OF INCIDENTS AND RECORDED ACTIONS AND COMMUNICATIONS RECORDED FROM VIDEO CAMERAS; EYEGLASSES; SUNGLASSES; EYEGGLASS FRAMES; EYEWEAR ACCESSORIES, NAMELY, NECK STRAPS, HEAD STRAPS, CORDS FOR EYEGLASSES; COMPUTER SCREEN SAVER SOFTWARE; COMPUTER APPLICATION SOFTWARE FOR CELL PHONES; MOTION PICTURE FILMS ABOUT LESS-LETHAL ELECTRONIC WEAPONRY USED IN THE FIELDS OF LAW ENFORCEMENT, PROFESSIONAL SECURITY, MEDICAL, AND CONSUMER SECURITY; MOTION PICTURE FILMS THAT INCLUDE EVIDENCE OF INCIDENTS IN THE FIELDS OF LAW ENFORCEMENT, PROFESSIONAL SECURITY, MEDICAL, AND CONSUMER SECURITY; DOWNLOADABLE MOTION PICTURES AND TELEVISION SHOWS ABOUT LESS-LETHAL ELECTRONIC WEAPONRY USED IN THE FIELDS OF LAW ENFORCEMENT, PROFESSIONAL SECURITY AND CONSUMER SECURITY; BODY-WORN VIDEO CAMERAS; HEAD-MOUNTED VIDEO CAMERAS; BODY-WORN VIDEO AND AUDIO RECORDERS WORN BY LAW ENFORCEMENT PERSONNEL FOR RECORDING VISUAL AND AUDIO EVENTS THAT OCCUR DURING AN INCIDENT AS SEEN FROM THE USERS' PERSPECTIVE, AND ACCESSORIES THEREFOR, NAMELY, HOLSTERS FOR COUPLING SUCH RECORDERS TO THE USERS' BODY, IN CLASS 9 (U.S. CLS. 21, 23, 26, 36 AND 38).



FIRST USE 5-25-2010; IN COMMERCE 5-25-2010.

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT, STYLE, SIZE, OR COLOR.

SN 77-686,914, FILED 3-9-2009.

VERNA BETH RIRIE, EXAMINING ATTORNEY

Michelle K. Lee

Director of the United States
Patent and Trademark Office

**REQUIREMENTS TO MAINTAIN YOUR FEDERAL
TRADEMARK REGISTRATION**

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DOCUMENTS BELOW DURING THE SPECIFIED TIME PERIODS.**

Requirements in the First Ten Years*

What and When to File:

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Second Filing Deadline: You must file a Declaration of Use (or Excusable Nonuse) **and** an Application for Renewal between the 9th and 10th years after the registration date.* See 15 U.S.C. §1059.

Requirements in Successive Ten-Year Periods*

What and When to File:

You must file a Declaration of Use (or Excusable Nonuse) **and** an Application for Renewal between every 9th and 10th-year period, calculated from the registration date.*

Grace Period Filings*

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United States of America
United States Patent and Trademark Office

AXON

Reg. No. 4,045,755

Registered Oct. 25, 2011

Int. Cl.: 9

TRADEMARK

PRINCIPAL REGISTER

TASER INTERNATIONAL, INC. (DELAWARE CORPORATION)
17800 N. 85TH STREET
SCOTTSDALE, AZ 852559603

FOR: VIDEO CAMERAS, IN CLASS 9 (U.S. CLS. 21, 23, 26, 36 AND 38).

FIRST USE 5-25-2010; IN COMMERCE 5-25-2010.

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT, STYLE, SIZE, OR COLOR.

SN 77-542,349, FILED 8-8-2008.

DORITT L. CARROLL, EXAMINING ATTORNEY



David J. Kyffers

Director of the United States Patent and Trademark Office

**REQUIREMENTS TO MAINTAIN YOUR FEDERAL
TRADEMARK REGISTRATION**

**WARNING: YOUR REGISTRATION WILL BE CANCELLED IF YOU DO NOT FILE THE
DOCUMENTS BELOW DURING THE SPECIFIED TIME PERIODS.**

Requirements in the First Ten Years*
What and When to File:

First Filing Deadline: You must file a Declaration of Use (or Excusable Nonuse) between the 5th and 6th years after the registration date. *See* 15 U.S.C. §§1058, 1141k. If the declaration is accepted, the registration will continue in force for the remainder of the ten-year period, calculated from the registration date, unless cancelled by an order of the Commissioner for Trademarks or a federal court.

Second Filing Deadline: You must file a Declaration of Use (or Excusable Nonuse) **and** an Application for Renewal between the 9th and 10th years after the registration date.*
See 15 U.S.C. §1059.

Requirements in Successive Ten-Year Periods*
What and When to File:

You must file a Declaration of Use (or Excusable Nonuse) **and** an Application for Renewal between every 9th and 10th-year period, calculated from the registration date.*

Grace Period Filings*

The above documents will be accepted as timely if filed within six months after the deadlines listed above with the payment of an additional fee.

**The United States Patent and Trademark Office (USPTO) will NOT send you any future notice or
reminder of these filing requirements.**

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ATTACHMENT 3

CONSENT AGREEMENT

This Consent Agreement (the “**Agreement**”) is made and entered into as of the date of its full execution (the “**Effective Date**”), by and between Axon Enterprise, Inc. (“**Axon**”), a Delaware corporation with an address of 17800 N. 85th Street, Scottsdale, Arizona 85255, U.S.A., and AxxonSoft GmbH, a German limited company, with an address of Paulinenstr 1, 65189 Wiesbaden, Germany, AxxonSoft Limited a Cyprus-based limited company, with an address of Kimonos 43A, Limassol, Cyprus, and AxxonSoft US, Inc. with an address of 7100 Stevenson Blv., Suite 111, Fremont, CA 94538, USA (collectively “**AxxonSoft**”). The term “Parties” refers to all parties to the Agreement.

1. Background:

- a. Axon (formerly known as TASER International, Inc.) is in the business of manufacturing and selling, worldwide, products and services including weapons, video cameras and related software systems used by law enforcement, first responders, medical services, and passenger/cargo transportation service providers that are designed to protect individuals and the community at large. Weapons systems include a series of weapons that are equipped with smart technologies to regulate the operation of the weapons, batteries and battery backup systems, communications systems allowing weapon-to-weapon and weapon-to-vehicle interaction and data sharing, and information management systems involving the use of computers and mobile electronic devices. Axon’s video camera business encompasses the development of smart, high-quality video cameras that can be worn by the user or placed in a vehicle that are capable of communicating wirelessly with other devices. Layered on top of both the weapons and video camera solutions developed by Axon is a suite of computer and smartphone software applications that facilitate numerous tasks including device-to-device communication across mobile, cloud, and wearable technologies, capturing and management of data across multiple devices, review and analyze data to perform advanced functions including facial recognition and facilitation of human/machine learning (“Axon Enterprise’s Business”);
- b. Founded in 2003, AxxonSoft develops, sells, and supports smart integrated security and video surveillance software systems. The company's global portfolio of software products and services is sold and deployed in more than 100 countries. It has offices in 46 countries and an international call center. Its products included state-of-the-art video management software and a physical security information management software platform. AxxonSoft provides smart forensic search of recorded video. It develops and sells video analytics tools based on deep learning that can detect fire and smoke, identify objects like humans and vehicles. AxxonSoft also develops and sell software for detecting point-of-sale fraud. AxxonSoft is not involved in the development or sale of weapons systems or wearable video cameras.
- c. Axon is the owner of a series of U.S. trademark registrations for the mark AXON and has used this mark in commerce in connection with video

AA.

cameras, communications systems, computer software, and software services since at least as early as 2008. Axon has filed a series of trademark applications for marks including the word AXON for various goods and services. A representation of these marks appears in **Appendix A** of this Agreement (the “**Axon Enterprise Marks**”);

- d. AxxonSoft has adopted and is using the marks AXXON and AXXONSOFT in connection with computer software and related services in the field integrated security and video surveillance systems. It has used its AXXON-formative marks in the United States since at least as early as 2005. AxxonSoft has filed a series of trademark applications for marks including the word AXXON for various goods and services. A representation of these marks appears in **Appendix B** of this Agreement (the “**AxxonSoft Marks**”);
- e. Both Parties now wish to clarify the scope of their rights to their respective trademarks and consent to each of the Parties’ use of their respective marks.

2. Differences Between Goods and Services: The Parties recognize and acknowledge the differences between their marks, services, and trade channels, and that they have coexisted and simultaneously used their respective trademarks in commerce for their respective goods and services since at least as early as 2008, more than ten years ago.

3. Parties Will Use Marks to Avoid Confusion: The Parties will use their respective marks in a manner calculated to avoid confusion as to the source, origin, or sponsorship of the Parties’ respective goods and services and will cooperate in taking any and all reasonable actions to avoid confusion, including correcting any instances of confusion or likelihood of confusion which may come to their attention.

4. No Observed Instances of Actual Confusion: The Parties are unaware of any actual confusion between them, their marks, and their respective services during their peaceful coexistence in the marketplace for over ten years.

5. Confusion is Unlikely: The Parties agree and acknowledge that it is unlikely that the concurrent use of the Axon Enterprise Marks as applied to Axon’s goods and services and AxxonSoft Marks as applied to AxxonSoft’s goods and services will create confusion among consumers as to the source, origin, or sponsorship of the Parties’ respective goods and services. This conclusion is supported by the following differences between the Axon Enterprise Marks and AxxonSoft Marks:

- a. The Parties’ Respective Marks Are Distinguishable: The Parties consider that their marks are visually and phonetically distinguishable, and will be able to be effectively discerned by consumers in the marketplace. This conclusion is supported by the fact that AxxonSoft’s Marks contain elements that the Axon Enterprise Marks do not contain, including an additional “x”, use of the word “Soft”, and use of graphical elements

A.B.

(including, but not limited to, a design of a pentagon with multi-colored sides arranged within the AxxonSoft Marks so as to replace the "O"). Moreover, the Axon Enterprise Marks are designed to convey the impression that products and services bearing the mark are part of an interconnected product ecosystem of data-collecting and sharing devices. Axon, as the company at the center-point of all of this data, is the nerve center of the products and services. Conversely, the AxxonSoft Marks suggest the nerves cells that communicate information between the brain and the rest of the body. The AxxonSoft Marks were created to convey the impression that the AxxonSoft goods and services analyze data from a variety of sources. The additional "x" is eye catching and increases the distinctiveness of the AxxonSoft Marks.

- b. The Parties' Respective Goods and Services are Distinguishable: The Parties have conferred in detail regarding their respective products and services and have determined that each Party offers products and services that are dissimilar and are not competitive or substitute products or services. AxxonSoft develops software that gathers video streams for monitoring and performing analytical searches of the video streams to identify faces, objects, or other information defined by the user. Further, AxxonSoft does not manufacture video cameras or video camera accessories. Finally, AxxonSoft's software is typically used for specific purposes, such as traffic monitoring and enforcement; building and property monitoring; banking, casino and gaming monitoring; and point-of-sale monitoring; and airports and seaport monitoring. Conversely, Axon designs wearable video cameras and computer software primarily used by law enforcement, first responders, private security personnel, and passenger/logistics transportation companies that can be used to manage these video cameras and data collected by the video cameras. The video cameras are used by public safety officers during the course of their patrol to capture events that the police officer encounters for the purpose of supplementing an officer's report. The video cameras and accompanying software produced by Axon are also intended to minimize conflicts between police officers and others, and generally enhance the safety of a wearer as body-worn cameras act to promote compliance in those being policed.
- c. The Parties' Respective Trade Channels are Different: Axon conducts sales either directly to consumers or through the use of a close-knit group of authorized distributors and dealers. AxxonSoft only sells its products and service through authorized distributors and system integrators. It is often the case that these distributors, dealers, and system integrators have preexisting relationships with the prospective customer. Therefore, customers are usually aware that the Parties' respective products are sold only by the Party itself or through an authorized distributor, dealer, or systems integrator. Because each Party uses their own network of distributors, dealers, and systems integrators to distribute their respective products and services, and none of the distributors, dealer, or systems integrators distribute both AxxonSoft and Axon Enterprise products and services, a consumer will not

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encounter both AxxonSoft and Axon Enterprise products and services being offered by the same provider.

- d. Both Parties' Customers Are Sophisticated: The Parties respective products and services are complex, highly integrated products that serve very specific purposes for their respective customers. Moreover, both Parties' product and service offerings carry substantial costs and lengthy service terms, often requiring that a customer sign a contract for an extended period of months or years. Given the price of each Parties' products and services and the length of time of a commitment to use the products and services, each of the Parties' respective customers often engage in a long and multifaceted sales cycle. This process usually involves a bidding process, a trial period, and negotiation process whereby the Parties and a customer finalize the terms of a contract. During the sales cycle, numerous personnel from a customer may be involved, providing feedback on either the products or services themselves or on the terms of a contract. Because Axon and AxxonSoft employ a different marketing and sales process that involves a multifaceted evaluation by numerous personnel and not one individual consumer, there are few opportunities for consumer confusion.
 - e. No Cases of Actual Confusion: Both Parties have used their respective marks in commerce concurrently for a period of at least ten years. During this time, neither Party has received a report of consumer confusion regarding the Parties' respective marks. This is the case despite the fact that Axon and AxxonSoft have both used their respective marks in a wide-ranging capacity, including attending trade shows, conducting advertising in magazines, and selling their respective products and services through a worldwide network of distributors and dealers.
 - f. Axon Uses Its Mark on a Variety of Policing and Law Enforcement Products and Services: Consumers generally associate the Axon Enterprise Marks with policing, given the use of these marks on a wide variety of products and services for law enforcement; consumers generally do not associate the AxxonSoft Marks with policing or law enforcement equipment.
- 6. AxxonSoft Consents to Axon Enterprise's Use of the Axon Enterprise Marks:** AxxonSoft consents to Axon's use and registration of its Axon Enterprise Marks for the goods and services specified in the goods and services description under the Axon Enterprise Marks, or as such goods and services are amended to conform to any Trademark Office requirements or in furtherance of Axon Enterprise's Business. AxxonSoft further agrees to provide written consent in connection with any applications filed by Axon Enterprise if specifically requested by Axon Enterprise.
- 7. Axon Enterprise Consents to AxxonSoft's Use of the AxxonSoft Marks:** Axon Enterprise consents to AxxonSoft's use and registration of its AxxonSoft Marks for the goods and services specified in the goods and services description under the

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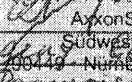

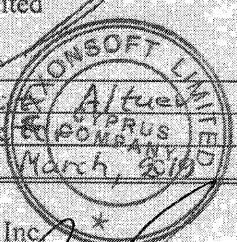
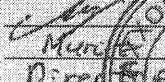
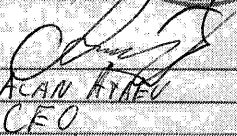

AxxonSoft Marks, or as such goods and services are amended to conform to any Trademark Office requirements or in furtherance of AxxonSoft's Business. Axon Enterprise further agrees to provide written consent in connection with any applications filed by AxxonSoft if specifically requested by AxxonSoft.

- 8. AxxonSoft Assistance to Axon Enterprise:** AxxonSoft agrees to assist Axon Enterprise in obtaining registration for the following applications currently pending before the United States Patent and Trademark Office: 86616262, 86616254, 86616153, 86613098, 86613091, 86612927. AxxonSoft specifically agrees to conduct any action required by either Axon Enterprise or the United States Patent and Trademark Office until the refusals against each of the foregoing applications are withdrawn by the United States Patent and Trademark Office.
- 9. Axon Enterprise Assistance to AxxonSoft:** Axon Enterprise agrees to assist AxxonSoft in obtaining registration for the following applications currently pending before the United States Patent and Trademark Office: 85628095 and 85628155. Axon Enterprise specifically agrees to conduct any action required by either AxxonSoft or the United States Patent and Trademark Office until the refusals against each of the foregoing applications are withdrawn by the United States Patent and Trademark Office.
- 10. Release of Axon Enterprise From Liability:** Upon the Effective Date of this Agreement, AxxonSoft consents to Axon Enterprise's use and registration of the Axon Enterprise Marks in connection with the goods and services specified therein, and any trademarks that include the word "Axon", and agrees to refrain from taking any action, legal or otherwise, which will hinder Axon Enterprise's free and unfettered use and registration of the Axon Enterprise Marks.
- 11. Release of AxxonSoft From Liability:** Upon the Effective Date of this Agreement, Axon Enterprise consents to AxxonSoft's use and registration of the AxxonSoft Marks in connection with the goods and services specified therein, and any trademarks that include the word "Axxon", and agrees to refrain from taking any action, legal or otherwise, which will hinder AxxonSoft's free and unfettered use and registration of the AxxonSoft Marks.
- 12. Withdrawal of Opposition:** Within 30 business days of the Effective Date of this Agreement, Axon Enterprise will withdraw Opposition No. 91227670 at the Trademark Trial and Appeal Board.
- 13. Geographic Scope:** The terms of this Agreement shall apply worldwide.
- 14. Agreement is Binding:** This Agreement is binding upon and shall inure to the benefit of the Parties and their respective successors, assigns, and licensees, and upon any and all others acting by or through them, or in privity with them, or under their direction.
- 15. Governing Law:** This Agreement is governed by and shall be construed according to applicable U.S. trademark law and/or the laws of the State of Arizona.

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- 14. **Agreement is Binding:** This Agreement is binding upon and shall inure to the benefit of the Parties and their respective successors, assigns, and licensees, and upon any and all others acting by or through them, or in privity with them, or under their direction.
- 15. **Governing Law:** This Agreement is governed by and shall be construed according to applicable U.S. trademark law and/or the laws of the State of Arizona.
- 16. **Integration:** This Agreement expresses the entire understanding of the parties regarding its subject matter, and it supersedes and merges all prior written or oral proposals, agreements or understandings between the parties relating to the subject matter of this Agreement.
- 17. **Illegality/Severability:** In the event that any provision of this Agreement or the application of any provision of this Agreement is held by a tribunal of competent jurisdiction to be contrary to law, the remaining provisions of this Agreement shall remain in full force and effect, and this Agreement shall be interpreted as if such invalid provision(s) were omitted.
- 18. **Counterparts:** This Agreement may be executed simultaneously or in any number of counterparts, each of which shall be deemed an original, all of which together shall constitute one and the same Agreement. Signatures delivered by fax, e-mail, or using an electronic signature service shall be deemed original signatures.





IN WITNESS WHEREOF, the Parties have executed this Agreement, effective as of the Effective Date.

<p>AxxonSoft: AxxonSoft GmbH</p>  <p>By:  Name: <u>Procure</u> Title: <u>Procure</u> Date: <u>18.03.2019</u></p> <p style="font-size: small;">AxxonSoft GmbH Südwestpark 10-12 406419 Nürtingen, GERMANY</p>	<p>Axon Enterprise: Axon Enterprise, Inc.</p>  <p>By: <u>Isaiah Fields</u> Name: <u>Isaiah Fields</u> Title: <u>General Counsel</u> Date: <u>4/4/2019 2:57 PM MST</u></p>
<p>AxxonSoft Limited</p>  <p>By:  Name: <u>Munir Al-tajer</u> Title: <u>Director</u> Date: <u>15th March, 2019</u></p>	
<p>AxxonSoft US, Inc.</p>  <p>By:  Name: <u>Alan Haddad</u> Title: <u>CEO</u> Date: <u>18 March 2019</u></p>	



APPENDIX A

Mark	Country	Serial No.
AXON (class 18)	United States of America	86/612,972
AXON (class 21)	United States of America	86/612,983
AXON (class 25)	United States of America	86/613,036
AXON INTELLIGENCE (Class 42)	United States of America	87/338,434
AXON INTELLIGENCE (Class 45)	United States of America	87/340,250
AXON AI (Class 42)	United States of America	87/338,451
AXON AI (Class 45)	United States of America	87/341,984
AXON ARTIFICIAL INTELLIGENCE (Class 35)	United States of America	87/338,071
AXON ARTIFICIAL INTELLIGENCE (Class 42)	United States of America	87/340,174
AXON ARTIFICIAL INTELLIGENCE (Class 45)	United States of America	87/340,824
Axon Records (Class 9)	United States of America	87/498,134
Axon Records (Class 35)	United States of America	87/498,149
Axon Records (Class 42)	United States of America	87/498,191
Axon Records (Class 45)	United States of America	87/498,210
Axon Citizen (9)	United States of America	87/754,061
Axon Citizen (35)	United States of America	87/754,069
Axon Citizen (38)	United States of America	87/754,081
Axon Citizen (42)	United States of America	87/754,089
AXON ACCELERATE	United States of America	88/162,550
AXON (class 9)	United States of America	77/542,349
AXON (class 9)	United States of America	77/686,914

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AXON (class 9)	United States of America	77/920,242
AXON (class 26)	United States of America	77/920,288
AXONFLEX (class 9)	United States of America	86/041,723
AXON (class 35)	United States of America	86/613,053
AXON (class 38)	United States of America	86/613,063
 AXON (Class 35)	United States of America	86/616,227
 AXON (Class 38)	United States of America	86/616,234
 AXON (Class 41)	United States of America	86/616,243
AXON (class 41)	United States of America	86/616,278
AXON (class 9)	United States of America	86/612,927
AXON (class 42)	United States of America	86/613,091
AXON (class 45)	United States of America	86/613,098
 AXON (Class 9)	United States of America	86/616,153

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 AXON (Class 42)	United States of America	86/616,254
 AXON (Class 45)	United States of America	86/616,262
AXON INTELLIGENCE (Class 9)	United States of America	87/337,505
AXON INTELLIGENCE (Class 35)	United States of America	87/342,004
AXON AI (Class 9)	United States of America	87/337,995
AXON AI (Class 35)	United States of America	87/342,015
AXON ARTIFICIAL INTELLIGENCE (Class 9)	United States of America	87/338,015
AXON NETWORK (Class 9)	United States of America	87/338,043

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APPENDIX B

Mark	Country	Serial No.
 EXPERIENCE THE NEXT® (Class 042, 045)	United States of America	79112874
AXXON SOFT (Class 042, 045)	United States of America	79113538
AXXONSOFT (Class 009, 042)	United States of America	85628095
 EXPERIENCE THE NEXT® (Class 009, 042)	United States of America	85628155

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ATTACHMENT 4

PRODUCTS



SOLUTIONS



TRAINING

CAREERS

RESOURCES



SUPPORT

AXON SPRINTS FOR JUSTICE

Eight new features in two weeks for truth, transparency and officer development. Learn more.

PRODUCTS / CAMERAS

AXON FLEET 2

In-car done different

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This is Axon Fleet 2

Fleet 2 leaves clunky, inefficient in-car video systems in its dust. Easy installations, cloud-connected software, sleek hardware and subscription pricing save officers valuable time. Your vehicles can stay on the road where they belong, and users can offload footage anytime, anyplace.



The Axon network on wheels

Fleet 2 integrates with other Axon products like body cameras and Axon Evidence to give you the full power of the Axon network. Plus, simple pricing and continuous upgrades mean you'll always have the latest, greatest in-car tech without hassle.

CONTACT SALES

We're here to help

Speak directly with an Axon professional.
Call [+1 800-978-2737](tel:+18009782737)

First name	Last name
Email	
Agency / Company	
Country	State
What team would you like to contact?	

CONTACT

