

CONSENT TO USE AND REGISTER AGREEMENT

This Agreement is entered into as of the date of last signature below, between the parties Jason E. McMillan DMD, PC dba Mint Dental Works, having an address of 1401 SE Morrison Street, Suite 108, Portland, Oregon 97214, and Marissa Cohrs, an individual, having an address of 5093 Chickadee, Kalamazoo, Michigan 49009.

Recitals

WHEREAS, Marissa Cohrs ("Marissa Cohrs") owns U.S. Reg. No.4,419,112, for the mark MINT HIVE, registered on October 15, 2013 for "Consulting services in the field of dental practice management" in class 35;

WHEREAS, Jason E. McMillan DMD ("Jason McMillan") owns U.S. App. Serial No. No. 85/791,937, for the mark MINT, filed on November 30, 2012 for "Consulting services in the field of dental practice management" in class 35; "Educational services, namely, conducting seminars, conferences, and workshops in the field of dentistry and distribution of educational materials in connection therewith; organization of conferences and symposia in the field of dentistry" in class 41; and "Dental services, namely, performing restorative and cosmetic procedures; dental hygienist services; oral surgery and dental implant services; providing a website featuring information for patients in the field of dental health; providing news and information in the field of dentistry" in class 44; and

WHEREAS Jason McMillan has used the mark MINT in interstate commerce in connection with services related to dentistry since at least as early as 2007;

NOW, THEREFORE, in consideration of the covenants contained herein, the parties hereto agree as follows:

1. Each party acknowledges that it believes that there is no likelihood of confusion or conflict between the parties' use of marks listed above, based at least in part on the following

factors: (1) differences between the marks, (2) differences between the services for which the marks are used and to be used, (3) differences between trade channels, and (4) differences between target consumers. The belief of the parties regarding these factors was formed only in consideration of the two marks listed above and not in consideration of any mark that may be owned by any third party.

2. Marissa Cohrs consents to the use and registration by Jason McMillan of the trademark MINT in connection with the services in classes 035, 041, and 044 listed in U.S. App. No. 85/791,937.

3. Marissa Cohrs agrees not to oppose or interfere now and/or in the future with the use or registration by Jason McMillan of the trademark MINT in connection with the services in classes 035, 041, and 044 listed in U.S. App. No. 85/791,937.

4. Jason McMillan consents to the use and registration by Marissa Cohrs of the mark MINT HIVE in connection with the services in class 035 listed in U.S. Reg. No. 4,419,112.

5. Jason McMillan agrees not to oppose or interfere now and/or in the future with the use or registration by Marissa Cohrs of the mark MINT HIVE in connection with the services in class 035 listed in U.S. Reg. No. 4,419,112.

6. Jason McMillan agrees not to oppose or interfere now and/or in the future with the use or registration by Marissa Cohrs of the mark MINT HIVE in connection with educational services in the field of dentistry in class 041.

7. Marissa Cohrs agrees not to use the term MINT apart from the term HIVE in connection with goods and/or services related to dentistry.

8. The parties consent to the filing of this Agreement with the United States Patent and Trademark Office, including in the prosecution of Jason McMillan's Application No. 85/791,937 for the mark MINT.

9. The parties shall take reasonable measures and precautions to avoid any possible confusion in the marketplace between the goods and/or services offered by either party under their respective marks, and the parties agree to consult with each other in good faith, should future conditions develop that would suggest to either party the possibility that the parties' respective marks might be confused with each other.

10. Each party agrees to take all such further action and execute all such further documents as may be necessary or appropriate in order to carry out the intent of the Agreement.

11. This Agreement constitutes the entire understanding of the parties and is intended as a final expression of their Agreement. It shall not be modified or amended except in writing signed by the parties hereto and specifically referring to this Agreement.

12. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, transferees, licensees and assigns, whether by merger or consolidation or otherwise, and upon and to the benefit of their respective present and future affiliated and subsidiary companies and licensees.

13. Both parties hereby warrant that the persons executing this Agreement have the full authority to enter into this Agreement.

14. This Agreement shall be construed in accordance with the laws of Oregon.

15. The territorial scope of this Agreement shall be worldwide.

In witness whereof, the parties have executed this Agreement in duplicate.

Jason E. McMillan DMD, PC

Signature: *J. McMillan*

Printed Name: J. McMillan

Date: 3/23/14

Marissa Cohrs

Signature: *Marissa A. Cohrs*

Printed Name: Marissa A. Cohrs

Date: 3-11-14