

CONSENT AGREEMENT

This Consent Agreement ("Agreement") is between Autosport Labs, Inc. ("Autosport"), and Podyum LLC ("Podyum"), (collectively, the "Parties"). This Agreement is effective on October 13, 2017 (the "Effective Date").

RECITALS

WHEREAS, Autosport owns the following trademarks and applications for federal trademark registration:

a. **PODIUM** (Serial No. 87162095) in Class 009 for "Computer application software for mobile devices, namely, software developed for the collection, editing, organizing, modifying, transmission, storage, streaming, and sharing of data and information via computer and communication networks, for use by those in the field of motorsports; Computer software for use as an application programming interface (API); Computer software in the nature of an application programming interface (API) for computer software which facilitates online services for social networking and for allowing information retrieval, upload, download, access and management";

b. **PODIUM** (Serial No. 87240336) in Class 042 for "Providing temporary use of on-line non-downloadable software for the uploading and display of information related to sporting events; Software as a service (SAAS) services featuring software for the monitoring and display of information from sporting events";

c. **PODIUM** (Serial No. 87240340) in Class 045 for "Internet-based social networking services; On-line social networking services; Online social networking services accessible by means of downloadable mobile applications; Online social networking services provided through a sports community website; Online social networking services in the field of sports; Providing a social networking website for entertainment purposes"; and

d. All associated common law rights thereto (collectively, "Autosport's Trademarks");

WHEREAS, Podyum owns the following trademarks and applications for federal trademark registration:

a. **PODYUM** (Serial No. 87070471) in Class 041 for "Education and entertainment services, namely, providing a web site featuring videos, related film clips, photographs, and other multimedia materials in the field of athletics and sports; Providing information in the field of athletics and sports via an online computer network: on-line library services, namely, providing electronic library services which feature statistics, news, video, photographs and pictures via an on-line computer network; Providing information in the fields of athletics and sports from searchable indexes and databases of information by means of computer and communication networks" and in Class 042 for "Computer services, namely, creating virtual communities for registered users to organize groups and events, participate in discussions, get feedback from their peers, coaches and trainers, and engage in social, business and community networking; Computer services, namely, hosting electronic facilities for others for organizing and conducting meetings, events and interactive discussions via communication networks; Application service provider (ASP) featuring software to enable or facilitate the uploading, downloading, streaming, posting, displaying, blogging, linking, modifying, sharing or otherwise providing electronic media, statistics or information over communication networks; Providing an online network service that enables users to transfer personal identity data to and share personal identify data with and among multiple online sites; Providing online sites featuring technology that enables online users to create personal profiles featuring social, athletic, sports and business networking information and to transfer and share such information among multiple online sites; Providing information from searchable indexes and databases of information by means of computer and communication networks;

Providing temporary use of non-downloadable software applications for social networking, creating a virtual community, and transmission of audio, video, photographic images, text, graphics and data; Computer services in the nature of providing customized online pages featuring user-defined or specified information, personal profiles, audio, video, photographic images, texts, graphics and data; Computer services, namely, providing search engines for obtaining data on a global computer and communication networks. Providing online sites that give users the ability to upload, modify and share audio, video, photographic images, text, graphics and data;

b. **PODYUM (and Design) (Serial No. 87070643) in Class 041 for "Education and entertainment services, namely, providing a web site featuring videos, related film clips, photographs, and other multimedia materials in the field of athletics and sports; Providing information in the field of athletics and sports via an online computer network: on-line library services, namely, providing electronic library services which feature statistics, news, video, photographs and pictures via an on-line computer network; Providing information in the fields of athletics and sports from searchable indexes and databases of information by means of computer and communication networks" and in Class 042 for "Computer services, namely, creating virtual communities for registered users to organize groups and events, participate in discussions, get feedback from their peers, coaches and trainers, and engage in social, business and community networking; Computer services, namely, hosting electronic facilities for others for organizing and conducting meetings, events and interactive discussions via communication networks; Application service provider (ASP) featuring software to enable or facilitate the uploading, downloading, streaming, posting, displaying, blogging, linking, modifying, sharing or otherwise providing electronic media, statistics or information over communication networks; Providing an online network service that enables users to transfer personal identity data to and share personal identify data with and among multiple online sites; Providing online sites featuring technology that enables online users to create personal profiles featuring social, athletic, sports and business networking information and to transfer and share such information among multiple online sites; Providing information from searchable indexes and databases of information, including text, electronic documents, database, graphics, photographic images and audio visual information, by means of computer and communication networks; Providing temporary use of non-downloadable software applications for social networking, creating a virtual community, and transmission of audio, video, photographic images, text, graphics and data; Computer services in the nature of providing customized online pages featuring user-defined or specified information, personal profiles, audio, video, photographic images, texts, graphics and data; Computer services, namely, providing search engines for obtaining data on a global computer and communication networks. Providing online sites that give users the ability to upload, modify and share audio, video, photographic images, text, graphics and data"; and**

c. **All associated common law rights thereto (collectively, "Podyum's Trademarks");**

WHEREAS, the U.S. Patent and Trademark Office objected to Autosport's applications to register Autosport's Trademarks based on a perceived likelihood of confusion with Podyum's Trademarks; and

WHEREAS the Parties wish amend their applications and enter into this Agreement so each can register its respective trademarks.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows.

TERMS

1. Within five days from the Effective Date, Autosport will amend its applications to register Autosport's Trademarks by adding the following phrase to the end of its goods and services descriptions: "..., all of the foregoing goods [and services] limited to use with car racing and other motorsports."

2. Within five days from the Effective Date, Podyum will amend its applications to register Podyum's Trademarks by adding the following phrase to the end of its services descriptions: "..., all of the foregoing services excluding car racing and other motorsports."

3. Both Autosport and Podyum agree that Autosport's Trademarks are not likely to cause confusion with Podyum's Trademarks (or vice-versa) because:

- a. The Parties' trademarks are sufficiently different in terms of sight and meaning, and overall commercial impression;
- b. The Parties' goods and services are sufficiently different;
- c. The amendments to the descriptions set forth in Paragraphs 1 and 2 above make the Parties' goods and services even more different;
- d. The Parties' end user consumers are sufficiently different;
- e. The Parties' end user consumers are generally sophisticated;
- f. The Parties' trade channels do not ordinarily overlap; and
- g. The Parties have not experienced any actual consumer confusion even though both have concurrently used their marks for a sufficiently long time to experience actual consumer confusion.

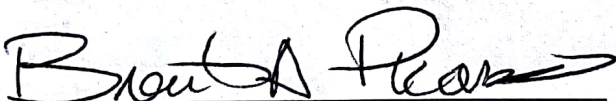
4. In the unlikely event the Parties experience any actual confusion in the future, the Parties agree to take whatever commercially reasonable steps that may be necessary to eliminate any such instances of actual confusion.

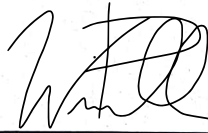
5. For these reasons, Podyum consents to Autosport's use and registration of Autosport's Trademarks; and Autosport consents to the use and registration of Podyum's Trademarks.

AGREED AND ACCEPTED:

AUTOSPORT LABS, INC.

PODYUM, LLC


By: Brent A Picasso
Its: CEO


By: Will Powell
Its: CEO