

## CONSENT & COEXISTENCE AGREEMENT

THIS CONSENT & COEXISTENCE AGREEMENT ("**Agreement**") is effective, as of the last date of execution below (the "**Effective Date**"), by and between Axcentria Pharmaceuticals, LLC, a Delaware limited liability company, with an address at 306 Keystone Drive, Telford, PA 18969 ("**Axcentria**"), and Brian Sloan, an individual with an address at 9100 Kilbourn Ave., Skokie, IL 60076 ("**Sloan**") (referred to individually as "**Party**" or collectively as "**Parties**").

WHEREAS, Sloan owns U.S. Application Serial No. 86/807,482 for the PRIDE DILDO mark in connection with "Adult sexual aid toys and devices for aiding in masturbation, namely, artificial sex organs, dildos, sex toys, artificial penises, penis pumps, vibrators, genital stimulators, and prostate stimulators" (Class 10);

WHEREAS, Axcentria owns common law rights, dating back to 2010 in the PRIDE mark, which is the subject of U.S. Application Serial No. 88/152,750, in connection with "Sexual stimulant preparations in the form of oils, creams, lotions, gels, and sprays containing fragrances, flavorings, heating agents, and pheromones; Personal lubricants; Personal sexual lubricants; Silicone-based personal lubricants; Topical preparations, namely, oils, creams, lotions, gels, and sprays for enhancing sexual arousal; Water-based personal lubricants" (Class 5);

WHEREAS, Axcentria has timely filed an extension of time to file an Opposition with the Trademark Trial and Appeal Board against Sloan's application, which extension expires March 13, 2019;

FOR GOOD CONSIDERATION, the sufficiency of which is acknowledged, the Parties agree as follows:

1. Sloan has no objections and consents to the use and registration of the PRIDE mark in the name of Axcentria for use in connection with the aforementioned Class 5 goods.
2. Axcentria has no objections and consents to the use and registration of the PRIDE DILDO mark in the name of Sloan for use in connection with the aforementioned Class 10 goods.
3. Sloan agrees not to offer the aforementioned Class 5 goods that are the subject of Axcentria's application under Sloan's PRIDE DILDO mark.
4. The Parties acknowledge that there has been no actual confusion during the time the Parties marks have coexisted. In the unlikely event that actual confusion may occur, the Parties agree to work together to protect their respective customers' best interests.
5. Due to the differences in the products and brands, the Parties do not believe there is a likelihood of confusion between their respective marks.
6. The terms of this Agreement shall be worldwide in scope and shall be binding on the Parties, their affiliates, related companies, successors and assigns.
7. Within five (5) days of the Effective Date for this Agreement, Axcentria will withdraw the Extension of Time to File an Opposition request with the Trademark Trial and Appeal Board filed against Sloan's application.

8. This Agreement constitutes the entire understanding of the Parties with respect to the subject matter of this Agreement.
9. Each Party shall be responsible for their respective legal costs related to this Agreement.
10. No modification to this Agreement shall be effective unless it is in writing executed by both Parties.
11. Each Party represents to the other that the person signing this Agreement on its behalf is authorized to do so and to bind the respective Party hereto.

IN WITNESS WHEREOF, the Parties have executed this Agreement and acknowledge that they understand and agree to be bound by this Agreement's terms and conditions.

**AXCENTRIA PHARMACEUTICALS, LLC**


Signature: 

Name: PAUL LITWACK

Title: CEO

Date: 12/18, 2018

**BRIAN SLOAN**

Signature: 

Name: Brian Sloan

Date: December 14, 2018