

CONSENT AGREEMENT

THIS AGREEMENT, executed as of the date of signing set forth below, is entered into by and between NeuroTrigger, LLC, located at 80 Jennifer Lane, Alamo, California 94507 ("NeuroTrigger") and Robert Gomez, an individual, residing at 80 Jennifer Lane, Alamo, California 94507 ("Gomez");

WHEREAS, Gomez has a bona fide intent to use the trademark NEUROBUMPS in commerce in connection with Component parts for guns; Firearms and has applied to register this product name on the Principal Register of the United States Patent and Trademark Office, Serial Nos. 88/379,135 for the goods of Component parts for guns; Firearms in International Class 013, and

WHEREAS, NeuroTrigger has a bona fide intent to use the trademark NEUROTRIGGER in commerce in connection with Component parts for guns; Firearms and has applied to register this product name on the Principal Register of the United States Patent and Trademark Office, Serial Nos. 88/379,126 for the goods of Component parts for guns; Firearms in International Class 013, and

WHEREAS, the United States Patent and Trademark Office has cited NeuroTrigger's mark against registration of Mr. Gomez' mark on the grounds that the marks are confusingly similar; and

WHEREAS, the parties hereto recognize the validity of each other's use and registration of and their respective marks in connection with their respective goods and wish to avoid any conflict with the other's use or registration of its mark; and

WHEREAS, the parties hereto have concluded that confusion is not likely to arise from their use and registration of their respective marks in connection with their respective goods as set forth above because the goods are distinct, represent different classes of goods, and are sold through different channels of trade to different consumers.

NOW, THEREFORE, in consideration of the mutual promises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The parties hereby consent to and agree that they will not take any action to interfere with or prevent the use or registration of the mark by the other in connection with the aforesaid respective goods. Notwithstanding the foregoing, because, as the parties acknowledge, a consent agreement does not guarantee that the U.S. Patent and Trademark Office will agree there is no likelihood of confusion, the parties reserve the right to challenge the other's mark if, despite the consent agreement, the USPTO still refuses to register Gomez' or NeuroTrigger's mark based on the other.
2. The parties agree to execute and file with the United States Patent and Trademark Office any and all documents that may be necessary or proper to effectuate the terms of this Agreement.

3. The parties agree to take reasonable action to prevent any confusion due to the coexistence and registration of their respective marks, and to make good-faith efforts to notify each other of any instances of such confusion.

4. The parties will restrict their fields of use as follows:

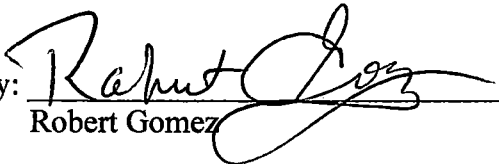
a. Robert Gomez will continue to make and sell firearms and component parts for firearms under the NEUROBUMPS brand sold through its customary channels of trade under U.S. Trademark Serial No. 88/379,135 and any eventual registration that issues from this application.

b. NeuroTrigger, LLC will continue to make and sell firearms and component parts for firearms under the NEUROTRIGGER brand sold through its customary channels of trade under U.S. Trademark Serial No. 88/379,126 and any eventual registration that issues from this application.

5. This Agreement contains the entire agreement between the parties hereto as to the subject matter herein and may only be amended or supplemented in a writing signed by both parties.

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

Robert Gomez

By: 
Robert Gomez

Date: 6/26/19

NeuroTrigger, LLC

By: 
Its authorized representative

Robert A. Gomez
Print name

Date: 6/26/19