

COEXISTENCE AGREEMENT

This Coexistence Agreement (“Agreement”) is made by and between MGA Entertainment, Inc., a California corporation having a principal place of business at 9220 Winnetka Avenue, Chatsworth, CA 91311 (“MGA”) and Brat Inc., a Delaware corporation having a principal place of business at 251 Park Rd., Suite 150, Burlingame, CA 94010 (“Brat Inc.”). MGA and Brat Inc. are sometimes referred to herein individually as a “Party” and collectively as the “Parties.”

WHEREAS, MGA uses the trademark BRATZ to provide dolls, as well as apparel and entertainment content related to its BRATZ-branded dolls;

WHEREAS, MGA owns U.S. Trademark Registration No. 2789216 for the trademark BRATZ for “dolls” in International Class 28; U.S. Trademark Registration No. 2751890 for the trademark BRATZ for “girls’ apparel, namely, shirts, pants, hosiery, socks, sleepwear, skirts, undergarments, footwear, jackets, gloves, scarves, earmuffs, sweat pants, sweat shirts, shorts, headbands, all relating to applicant’s line of fashion dolls and accessories” in International Class 25; and U.S. Trademark Application Serial No. 88/079,905 for the trademark BRATZ for “entertainment services provided via a global computer network featuring videos highlighting product trivia, product information and stories featuring animated fictional characters” in International Class 41;

WHEREAS, Brat Inc. has used the trademark BRAT in connection with educational and entertainment content, as well as with apparel and jewelry related to its BRAT-branded educational and entertainment content;

WHEREAS, Brat Inc. has agreed and intends to adopt the trademark BRAT TV for use in connection with its educational and entertainment content, as well as with merchandise related to its BRAT TV-branded educational and entertainment content;

WHEREAS, Brat Inc. owns U.S. Trademark Registration No. 5533951 for the stylized trademark BRAT and U.S. Trademark Registration No. 5533952 for the trademark BRAT, both for “education and entertainment services in the nature of visual and audio performances, namely, ongoing webisodes and web stream programs regarding variety, drama, comedy, children’s entertainment, and topics of general interest broadcast via an online communications network; education and entertainment services in the nature of visual and audio performances, namely, ongoing webisodes and web stream programs regarding variety, drama, comedy, children’s entertainment, and topics of general interest broadcast via video media; entertainment services in the nature of recording, production, and distribution of videos in the field of variety, drama, comedy, children’s entertainment, and topics of general interest” in International Class 41;

WHEREAS, Brat Inc. owns U.S. Trademark Application Serial No. 88/433,270 for the trademark BRAT TV for “education and entertainment services in the nature of visual and audio performances, namely, ongoing webisodes and web stream programs regarding variety, drama, comedy, children’s entertainment, and topics of general interest broadcast via an online communications network; education and entertainment services in the nature of visual and audio performances, namely, ongoing webisodes and web stream programs regarding variety, drama, comedy, children’s entertainment, and topics of general interest broadcast via video media; entertainment services in the nature of recording, production,

and distribution of videos in the field of variety, drama, comedy, children's entertainment, and topics of general interest" in International Class 41;

WHEREAS, the Parties agree that their uses of their respective trademarks, BRATZ and BRAT TV, are unlikely to cause confusion in the United States and throughout the world;

NOW THEREFORE, in consideration of the mutual covenants and conditions set forth here, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. The Parties do not believe confusion is likely to result from coexistence of MGA's BRATZ mark and Brat Inc.'s BRAT TV mark, because of differences in their goods and services, the nature of their respective businesses, the manner in which they advertise, promote, and market their respective goods and services, and their target consumers.

2. The Parties agree to take reasonable measures to market and promote their respective BRAT TV and BRATZ products in such a way as to mitigate any likelihood of confusion between them.

3. In the event that either Party becomes aware of consumer confusion arising from the Parties' use of their respective marks, it will inform the other Party, and the Parties will cooperate promptly and in good faith to take such steps that may reasonably be required to eliminate or minimize such confusion.

4. Brat Inc. expressly consents to MGA's registration of U.S. Trademark Application Serial No. 88/079,905 for the trademark BRATZ.

5. MGA expressly consents to Brat Inc.'s registration of U.S. Trademark Application Serial No. 88/433,270 for the trademark BRAT TV.

6. The Parties agree to sign such further documents and agreements as may be consistent with and reasonably necessary to effect the intent of this Agreement, such as an agreement for filing with the relevant Trademark Office in support of an application(s) for the BRATZ or BRAT TV trademark(s).

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized officers as of the Effective Date:

MGA Entertainment, Inc.

By: Elizabeth Risha

Name: Elizabeth Risha

Title: General Counsel

Dated: June 26, 2019

Brat Inc.

By: Robert B. Fishman

Name: Robert B. Fishman

Title: CEO

Dated: June 25, 2019