

## Trademark Consent Agreement

This Consent Agreement ("**Agreement**"), dated as of March 20, 2020 is by and between ASI COMPUTER TECHNOLOGIES, INC, a California corporation with offices located at 48289 Fremont Blvd., Fremont, California 94538 ("**Applicant**"), and VEREIN ZUR FÖRDERUNG BUSHFÄHIGER INTERFACES FÜR BINÄRE AKTUATOREN UND SENSOREN E.V., a German entity located at Zum Taubengarten 52, 63571 Gelnhausen, Germany ("**German Applicant**").

WHEREAS, Applicant is the owner of the Application (as defined below) to register the Applicant's Mark (as defined below) in International Class 35 for Applicant's Goods and Services (as defined below);

WHEREAS, the German Applicant is the owner of the Foreign Application (as defined below) to register the German Applicant's Mark (as defined below) in International Class 09 for German Applicant's Goods and Services (as defined below);

WHEREAS, in a Suspension Letter dated October 16, 2019, the US Patent & Trademark Office ("USPTO") refused registration of Applicant's Mark based on a finding of likelihood of confusion with the German Applicant's Mark as shown in the Foreign Application; and

WHEREAS, Applicant and German Applicant believe that Applicant's use of Applicant's Mark within the scope of the Application has not, does not, and will not create actual or likelihood of confusion with German Applicant's use of German Applicant's Mark within the scope of the Foreign Application.

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

1. Definitions. For purposes of this Agreement, the following terms shall have the following meanings:

"**Application**" means US trademark application Serial Number 88346245.

"**Applicant's Goods / Services**" means the services listed in the Application, namely the goods and services, as amended and set forth on Schedule 1.

"**Applicant's Mark**" means the stylized trademark "ASI" as shown in the Application.

"**Marks**" means, as context dictates, either Applicant's Mark or German Applicant's Mark or, collectively, Applicant's and German Applicant's Marks.

"**German Applicant's Goods / Services**" means the goods listed in the Application, namely the goods as amended and set forth on Schedule 2.

"**German Applicant's Mark**" means the stylized trademark "ASI" as shown in the Foreign Application.

"**Foreign Application**" means US trademark application serial number 79255226.

"**Territory**" means the United States of America and its territories and possessions.

2. Consent to Use and Registration. German Applicant hereby consents to:

(a) Applicant's use of Applicant's Mark in the Territory within the scope of the Application.

(b) Registration in the US Patent & Trademark Office of Applicant's Mark in International Class 35 for Applicant's Goods / Services under the Application as amended and as set forth on Schedule 1.

(c) Applicant's filing of an application to register the standard character mark "ASI" with the US Patent and Trademark Office in international Class 35 for the Applicant's Goods / Services as set forth on Schedule 1. The German Applicant also agrees not to oppose, cancel, or otherwise challenge the registration of the standard character mark application filed by the Applicant.

3. No Likelihood of Confusion. The parties acknowledge and agree that there is and will be no likelihood of consumer confusion resulting from the simultaneous use and registration of the Marks for their respective goods and services as set forth herein because:

(a) The overall commercial impressions of the marks, when applied to the goods and/or services of each party, are different.

(b) The goods and services descriptions in the Application and Foreign Application are sufficiently dissimilar due to limiting language in the parties' goods and services descriptions, as amended and shown on Schedules 1 & 2, respectively, to prevent any likelihood of confusion amongst their respective target consumer bases

(c) The substantial differences in the established and likely-to-continue trade channels for the goods and services under the Marks, respectively. Namely, Applicant's goods are marketed towards home and business consumers, whereas German Applicant's goods are marketed for use by industrial manufacturing consumers of technology and automation

(d) There are notable differences in the sophistication, purchasing conditions, and classes of consumers for the goods and services offered under the Marks, respectively. Namely, the German Applicant's consumers are highly specialized buyers focused on purchasing very expensive industrial technology products offered by the German Applicant, and

(e) There have not been any instances of actual confusion between the parties or their respective Goods/Services.

4. Further Efforts to Avoid Confusion. Each party agrees that it will not advertise or promote its goods/services under the Marks in a manner that implies that such party or its goods/services are affiliated or connected with the other party or the other party's goods/services.

5. Cooperation in the Event of Actual Confusion. In the unlikely event that either party becomes aware of any actual consumer confusion resulting from the simultaneous use of the Marks as permitted by this Agreement:

(a) Such party shall advise the other party of the details of such confusion.

(b) The parties shall take commercially reasonable steps to address the confusion and prevent its future occurrence.

6. No Challenge.

(a) Applicant consents to and shall not challenge German Applicant's use or registration of the German Applicant's Mark for the German Applicant's Goods/Services as amended and set forth on Schedule 2.

(b) Applicant shall not challenge the validity of the Foreign Application or the Registration resulting therefrom or of German Applicant's ownership thereof.

(c) Applicant shall not challenge the use of, or the filing of an application to register, the standard character mark "ASI" with the US Patent and Trademark Office in international Class 09 for the German Applicant's Goods / Services as set forth on Schedule 2. Applicant also agrees not to oppose, cancel, or otherwise challenge the registration of the standard character mark application filed by the German Applicant.

7. Further Assurances. Each of the parties hereto shall execute and deliver such additional documents, instruments, conveyances, and assurances, and take such further actions as may be reasonably required to carry out the provisions hereof.

8. Miscellaneous.

(a) This Agreement shall be governed by and construed in accordance with the laws of the United States and the internal laws of the State of New York without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of New York. Any legal suit, action, or proceeding arising out of this Agreement may be instituted in the federal courts of the United States or the courts of the State of New York and each party irrevocably submits to the non-exclusive jurisdiction of such courts in any such suit, action or proceeding. Service of process, summons, notice, or other document by mail to such party's address set forth herein shall be effective service of process for any suit, action, or other proceeding brought in any such court.

(b) This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

(c) This Agreement, together with all related exhibits and schedules, constitute the sole and entire agreement of the parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.

(d) If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

(e) This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each party hereto, and any of the terms thereof may be waived only by a written document signed by the party or parties waiving compliance. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

(f) This Agreement may be executed in multiple counterparts and by facsimile signature, each of which shall be deemed an original and all of which together shall constitute one instrument. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

(g) All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "**Notice**") shall be in writing and addressed to the parties at the addresses set forth on the first page of this Agreement (or to such other address that may be designated by the receiving party from time to time in accordance with this Section 8(g)). All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (i) upon receipt by the receiving party, and (ii) if the party giving the Notice has complied with the requirements of this Section 8(g).

[SIGNATURE BLOCK ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

ASI COMPUTER TECHNOLOGIES, INC.

By Mike Jackson

Name: Mike Jackson

Title: Corporate Director, ii

VEREIN ZUR FÖRDERUNG  
BUSHFÄHIGER INTERFACES FÜR  
BINÄRE AKTUATOREN UND  
SENSOREN E.V.

By Rolf Becker

Name: Rolf Becker

Title: CEO

03. April. 2020



**AS-International Association**  
Zum Taubengarten 52  
D-63571 Gelnhausen  
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info@as-interface.net  
www.as-interface.net

## **SCHEDULE [1]**

### **APPLICANT'S GOODS OR SERVICES**

On-line wholesale and retail store services featuring electronic goods, namely, computers, tablets, computer monitors, displays, projectors, CPUs, memory, headphones, speakers, power supply, drones, fans and heat control components, printers, cables, cases, keyboards, mice, HOME AND BUSINESS security and surveillance systems and components **NAMELY digital recording devices, cameras, cabling & brackets**, drivers, storage systems, laptops, motherboards, enclosures, servers, drives, soundcards, networking components scanners, software, adapters, video cards, and computer goods and accessories, and distributorship services featuring electronic goods, namely, computers, tablets, computer monitors, displays, projectors, CPUs, memory, headphones, speakers, power supply, drones, fans and heat control components, printers, cables, cases, keyboards, mice, security and HOME AND BUSINESS surveillance systems and components **NAMELY digital recording devices, cameras, cabling & brackets**, drivers, storage systems, laptops, motherboards, enclosures, servers, drives, soundcards, networking components scanners, software, adapters, video cards, and computer goods and accessories

## **SCHEDULE [2]**

### **GERMAN APPLICANT'S GOODS OR SERVICES**

Electrotechnical and electronic equipment for industrial use and applications, including IT, audiovisual, multimedia, photographic, security, safety, protective, signalling, measuring, detecting, and monitoring equipment, apparatus, instruments, devices, regulators, and cables, namely, ultrasonic sensors, pressure sensors, acceleration sensors, electric sensors, photoelectric sensors, electric actuators, telecommunication cables, optical cables, electrical cables for use in connections, power cables, power switches, power connectors, power adapters, power supplies, ALL OF THE ABOVE FOR USE IN CONNECTION WITH INDUSTRIAL AUTOMATION MACHINERY AND TECHNOLOGY; building environment, access and security control components and elements, namely, electrotechnical and electronic actuators and sensors, in the nature of electrical inductors and capacitive and optoelectronic proximity power switches; building environment, access and security control components and elements, namely, installations, devices and equipment consisting of and assembled from electrotechnical and electronic apparatus in the nature of electrotechnical vibration meters, electronic controllers to reduce power consumption, and electronic proximity sensors and switches; building environment, access and security control components and elements, including IT, audiovisual, multimedia, photographic, security, safety, protective, signalling, measuring, detecting, and monitoring equipment, apparatus, instruments, devices, regulators, and cables, namely, ultrasonic sensors, pressure sensors, acceleration sensors, electric sensors, photoelectric sensors, electric actuators, telecommunication cables, optical cables, electrical cables for use in connections, power cables, power switches, power connectors, power adapters, power supplies, ALL OF THE ABOVE FOR USE IN CONNECTION WITH INDUSTRIAL AUTOMATION MACHINERY AND TECHNOLOGY

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FILE NAME	1585335206-Consen...t_03.27.2020_.pdf
DOCUMENT ID	c55fea19803764d38e21c5937cd62e498515e87f
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	● Completed

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## Document History



SENT

**03 / 27 / 2020**

18:54:28 UTC

Sent for signature to Mike Jackson  
([mike.jackson@asipartner.com](mailto:mike.jackson@asipartner.com)) from [dg@griffithip.com](mailto:dg@griffithip.com)  
IP: 181.214.61.52



VIEWED

**03 / 27 / 2020**

18:56:48 UTC

Viewed by Mike Jackson ([mike.jackson@asipartner.com](mailto:mike.jackson@asipartner.com))  
IP: 181.214.61.52



SIGNED

**03 / 30 / 2020**

18:43:41 UTC

Signed by Mike Jackson ([mike.jackson@asipartner.com](mailto:mike.jackson@asipartner.com))  
IP: 12.207.195.98



COMPLETED

**03 / 30 / 2020**

18:43:41 UTC

The document has been completed.