

MUTUAL CONSENT AGREEMENT

THIS MUTUAL CONSENT AGREEMENT (“**Agreement**”) is entered into as of the last date of execution by a party (the “**Effective Date**”) by and between Blue River of California LLC (“**BRoC**”), a California limited liability company, with an address at 17071 West Dixie Highway, North Miami Beach, FL 33160, and The Skin Atelier, Inc. (“**The Skin Atelier**”), a New York corporation with an address at 1997 Route 17M, Goshen, NY 10924 (referred to individually as “**Party**” or collectively as “**Parties**”).

WHEREAS, The Skin Atelier owns U.S. Application Serial No. 88186650 for the BLUE RIVER BEAUTY mark in connection with “Body butter; Body cream; Body deodorants; Body spray used as a personal deodorant and as fragrance; Face creams; Facial cleansers; Foot deodorant spray; Foot scrubs; Gel eye masks; Hand cream; Massage creams; Massage oils; Non-medicated skin creams; Non-medicated skin toners; Skin cleansers; Skin cream; Skin moisturizer; Sun screen preparations; Beauty masks; Body lotion; Body masks; Body scrubs; Facial lotion; Facial masks; Massage lotions; Non-medicated foot soaks; Skin lotion; Skin masks; Skin soap,” (Class 3).

WHEREAS, BRoC owns U.S. Application Ser. Nos. 88201458 and 88201493 for the BLUE RIVER mark in connection with “Providing an online website featuring wellness information about cannabis; Providing an online website featuring wellness information about terpenes; Providing an online website featuring wellness information about essential oils and aromatherapy,” (Class 44), and common law rights in connection with cannabis products and related services (“**BRoC’s Marks**”);

WHEREAS, BRoC has filed an Extension of Time to Oppose the BLUE RIVER BEAUTY mark before the Trademark Trial and Appeal Board;


NOW THEREFORE, in consideration of the mutual promises set forth in this Agreement, the sufficiency of which is acknowledged, the Parties agree to the following terms:

1. The Skin Atelier has no objections and consents to the use and registration of BRoC’s Marks, as defined above.
2. BRoC has no objections and consents to the use and registration of the BLUE RIVER BEAUTY mark for use in connection with the goods identified in U.S. Application Serial No. 88186650 or other personal care cosmetic products in Class 3 focused on enhancing beauty, and not for wellness or medical purposes.
3. The Skin Atelier agrees not use cannabis, hemp, or any extracts, compounds, or derivatives of the *Cannabis sativa* L. plant in connection with its goods sold under the brand name BLUE RIVER BEAUTY or any other mark incorporating “BLUE RIVER,” and will not provide any information concerning cannabis, hemp, or any extracts, compounds, or derivatives of the *Cannabis sativa* L. plant in connection with goods sold under the brand name BLUE RIVER BEAUTY or any other mark incorporating “BLUE RIVER.”
4. The Skin Atelier agrees not to use a logo design identical or confusingly similar to BRoC’s lotus logo as identified in Exhibit A.
5. Due to the differences in commercial impression between the marks, the Parties do not believe there is a likelihood of confusion between their respective marks. The Parties nevertheless agree to work together to avoid any confusion, which the Parties acknowledge would be adverse to their customers’ best interests.

6. Upon full execution of this Agreement, BRoC agrees not to file an opposition against U.S. Application Serial No. 88186650.
7. The terms of this Agreement shall be worldwide in scope and shall be binding on the Parties, their affiliates, related companies, successors and assigns, who respectively agree not to challenge the others use, applications, or registrations of their respective marks, as described herein.
8. This Agreement constitutes the entire agreement and understanding of the Parties with respect to the subject matter of this Agreement.
9. No modification to this Agreement shall be effective unless it is in writing executed by both Parties.
10. 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.
11. This Agreement may be executed in more than one counterpart, each of which shall be deemed an original, whether transmitted physically or electronically, and which together shall constitute one instrument. Electronically reproduced signatures will have the same effect as original signatures.

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.

BLUE RIVER OF CALIFORNIA LLC

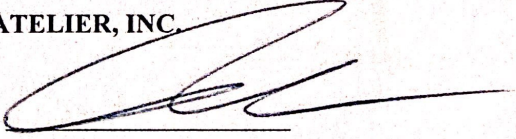
Signature: 

Name: Tony Varzura

Title: President

Date: 7/28, 2020

THE SKIN ATELIER, INC.

Signature: 

Name: ROBERT MANZO

Title: PRESIDENT

Date: 7/28/, 2020

EXHIBIT A

