

CONSENT TO USE AND REGISTER AGREEMENT

This Consent To Use And Register Agreement (“Consent Agreement”) is made as of July 2, 2020 (“Effective Date”), by and between INTELIFI INC, a California company, with an address at 8730 Wilshire Blvd., Suite 412, Beverly Hills, Ca 90211 (“Registrant”), and Masonite International Corporation, a corporation of British Columbia, Canada, with an address at 2771 Rutherford Road, Concord, Ontario, L4K2N5, Canada, (“Applicant”), both of whom may be referred to as a “Party” and collectively herein as “the Parties.”

RECITALS

WHEREAS, Registrant is the owner of U.S. Registered Trademark No. 4560285, for the mark EMERGE, in connection with: “Providing non-downloadable software on a global computer network for obtaining data for business and consumer purposes; providing temporary use of non-downloadable software allowing customers to order, search, and retrieve reports containing information relating to people, properties, businesses, events, and identity verification” in International Class 042 and “Providing pre-employment and other background checking services to businesses and individuals” in International Class 045, which has a registration date of July 1, 2014, and a date of first use of December 1, 2008 (“the ‘285 Registration”);

WHEREAS, Applicant is the owner of U.S. Trademark Application No. 88/388,123 (the “123 Application”) for the mark EMERGE, in connection with: “Software as a service (SAAS) services featuring cloud-based software solutions that enable customers and their channel partners to configure, price, quote and place orders in the field of doors and building materials” in International Class 042;

WHEREAS, the ‘123 Application has been refused registration as being likely to cause confusion with the mark of the 285 Registration;

WHEREAS, Applicant has filed a cancellation proceeding against the ‘285 Registration on March 25, 2020, Proceeding No. 92073833, which cancellation is presently pending at the United States Patent and Trademark Office (“USPTO”); and

WHEREAS, the Parties agree that there is no likelihood of confusion between their uses of the mark EMERGE in association with their respective services, and are desirous of settling the cancellation proceeding and resolving their rights to use and register the mark EMERGE.

NOW THEREFORE in consideration of the premises and conditions hereof, and other good and valuable consideration, the receipt and adequacy of which is acknowledged, the Parties hereby Agree as follows:

AGREEMENT

1. The Parties believe and agree that consumer confusion is unlikely to occur from the concurrent use and registration of their respective marks in accordance with the terms and conditions of this Consent Agreement. The Parties base this conclusion on

differences between the channels of trade, the targeted customers, the nature of the services each Party is providing their customers. For example, Registrant's business is background checks, while Applicant's business is doors.

2. Therefore, Registrant hereby consents to Applicant's use and registration of the '123 Application for Applicant's applied-for services as reflected in the '123 Application.
3. The Parties agree to work together to address and avoid any possible future consumer confusion. In the unlikely event that either Party becomes aware of any actual confusion, each Party agrees that it will notify the other Party in writing as soon as possible and agree on steps to eliminate or avoid such confusion.
4. The Parties agree to enter into and sign such further documents and agreements as may be necessary to effect and further the intent of this Consent Agreement. Applicant may file an executed copy of the Agreement with the United States Patent and Trademark Office in seeking to overcome the refusal of the '123 Application as being likely to cause confusion with the '285 Registration. The cancellation shall remain pending while the US PTO considers whether this Agreement is sufficient to remove the refusal of the '123 Application. Within ten (10) days of receipt of a Notice of Publication with regard to the '123 Application, Applicant shall move to dismiss with prejudice the cancellation filed against the '285 Registration.
5. This Consent Agreement shall inure to the benefit of and be binding upon and enforceable against each Party and its respective parents, subsidiaries, affiliates, successors and assignees.
6. This Consent Agreement constitutes the entire agreement and no modification shall be effective unless in writing executed by both Parties. If any one or more of the clauses of this Consent Agreement is found to be invalid or unenforceable, the validity of the remaining clauses shall not be affected and the Parties agree to replace the clauses with valid and enforceable clauses through mutual agreement in writing.
7. The delay or failure of a Party to assert a right in this Consent Agreement or to insist upon compliance with any term or condition of this Consent Agreement will not constitute a waiver of that right or excuse a similar subsequent failure to perform any term or condition by any other Party. A valid waiver must be executed in writing and signed by the Party granting the waiver.
8. Each Party shall bear its own attorney's fees and costs arising from this dispute, this Consent Agreement and the matters and documents referred to in this Consent Agreement, and all related matters.
9. The Parties acknowledge and agree that each Party has participated in the drafting of this Consent Agreement and that this Consent Agreement has been reviewed by their

respective legal counsel. Accordingly, the Parties agree that any ambiguity is not to be resolved against the drafting Party. No inference in favor of, or against, any Party will be drawn from the fact that one Party has drafted any portion of this Consent Agreement.

10. This Consent Agreement may be executed in counterparts, each of which shall be deemed an original but all of which taken together constitute one and the same instrument. The Parties acknowledge and agree that this Consent Agreement may be validly executed using facsimile signatures or electronic signatures.

11. Dispute Resolution.

A. Disputes. The Parties recognize that disputes as to certain matters may from time to time arise that relate to any Party's rights and/or obligations under this Consent Agreement. It is the objective of the Parties to establish procedures to facilitate the resolution of such disputes in an expedient manner by mutual cooperation and without resort to litigation.

B. Attempt to Resolve. The Parties agree to take all reasonable efforts to resolve in an amicable manner any dispute between them concerning diligence obligations and/or questions of material breach and default in connection with this Consent Agreement. If any material dispute between the Parties cannot be resolved by the senior management of the Parties, any Party may seek to have the issue resolved as otherwise provided herein.

C. As of the date of this Consent Agreement, the Parties are aware of no instances of actual confusion between the Parties' respective trademarks.

12. Neither Party will in any way represent itself or its goods or services as being connected with, sponsored by, or approved by, the other Party. In the event that a Party receives a misplaced consumer or customer inquiry regarding the other Party's goods and/or services, such Party will direct the consumer or customer to the correct Party. If the parties become otherwise aware of any confusion arising between their respective marks, the Parties will take reasonable action to ameliorate confusion.

14. Scope of Agreement; Choice of Law. This Consent Agreement and the terms hereof shall only be valid and enforceable in the United States of America. This Consent Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without reference to its choice of law and conflict of laws' provisions.

16. Notice: All notices, requests, demands and other communication under this Consent Agreement shall be deemed to have been sufficiently given either when delivered by hand, first class mail (postage pre-paid, return receipt requested), private courier service (e.g. FedEx) each with proof of receipt addressed to the receiving Party, or such other address as to which a Party has given notice. Notices shall be effective only when addressed as follows (or as otherwise designated by proper notice under this Consent Agreement):

If to Applicant: Masonite International Corporation
2771 Rutherford Road, Concord, Ontario
L4K2N5, Canada
Attention: Senior Vice President and General Counsel

with a copy to:
Masonite Corporation
One Tampa City Center
201 N. Franklin Street
Tampa, FL 33602
Attention: Senior Vice President and General Counsel

With a copy to:
Joseph W. Berenato, III
Berenato & White, LLC
6550 Rock Spring Drive, Ste. 240
Bethesda, MD 20817
jberenato@bw-iplaw.com

If to Registrant: INTELIFI INC
8730 Wilshire Blvd., Suite 412
Beverly Hills, Ca 90211

With a copy to:
Aryeh Kaufman, Esq.
LAW OFFICE OF ARYEH KAUFMAN
5482 Wilshire Blvd. #1907
Los Angeles, California 90036

It is so agreed by and between the Parties hereto, as attested to by the signatories below, all of whom represent and warrant that s/he has the authority to bind the Party for whom s/he signs.

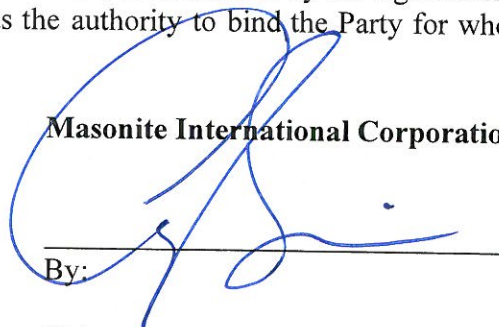
Intelifi Inc.



By: Joubin Hanaie, on behalf of Intelifi Inc.

Title: Co ceo
Date: Jul 17, 2020

Masonite International Corporation,



By: _____
Title: _____
Date: 7-27-20