

Exhibit A
CONSENT TO REGISTER

This Settlement and Coexistence Agreement (the “Agreement”) is made and entered into effective as of August ____, 2020 (the “Effective Date”), by and between Accurate Fishing and Manufacturing Corporation dba Accurate Fishing Products (“Accurate”), a District of Columbia corporation with a business address at 807 E. Parkridge Ave. Corona, CA 92879, and Eposeidon Outdoor Adventure Inc. (“Eposeidon”), a New York corporation with a business address at 425 Oak Street, Unit A, Garden City, NY 11530. Accurate and Eposeidon are individually each a “Party” and collectively “the Parties.”

WHEREAS

- A. Eposeidon is the owner of the mark VALIANT EAGLE under U.S. Trademark Registration No. 5,619,202 filed on March 9, 2018 (the “Eposeidon Mark”).
- B. On August 1, 2018, Accurate filed a federal trademark application to register VALIANT, Serial Number 88/061,742 claiming a first use in commerce date of November 2015 (the “Accurate Mark”).
- C. On December 23, 2019, Accurate filed a petition for cancellation with the Trademark Trial and Appeal Board, Cancellation Proceeding Number 92073054 (the “Proceeding”) to cancel the Eposeidon Mark because alleged use of the Accurate Mark predates the use of the Eposeidon Mark.
- D. The Parties have been simultaneously using their respective trademarks in connection with the sale of goods in different trade channels in that Applicant’s goods are primarily sold in high end online stores and brick and mortar high end sporting equipment stores, for primarily salt water and sport fishing purposes while Registrant’s goods are sold through mass market and other sporting goods retailers;
- E. The Parties have delineated terms, conditions, and specialized use limitations to ensure Registrant’s mark is distinguishable from Applicant’s mark such that Registrant shall never use VALIANT alone and shall always use Registrant’s mark VALIANT EAGLE in close proximity to Registrant’s house mark, KASTKING.
- F. The Parties believe the delineated terms will eliminate the potential for confusion. Notwithstanding, the parties have further agreed to cooperatively if either Party is made aware of confusion.
- G. The USPTO shall give great weight to consent agreements pursuant to TMEP 1207.01 (d)(viii) inasmuch as both Parties have agreed, and have contractual limitations to govern, their coexisting registration and use such that the Parties believe that their respective marks as applied to their respective goods are not likely to be confused as to source, sponsorship, affiliation or association.

For good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Eposeidon consents to Accurate's use and registration of the VALIANT trademark set forth above for the goods applied for therein. Eposeidon will not take any action against Accurate's use and registration of the trademark VALIANT.

2. Accurate consents to Eposeidon's registration of the trademark VALIANT EAGLE for the goods covered in the registration and so long as used consistent with the parties' formal agreement. Accurate will not take any action against Eposeidon's use and registration of the trademark VALIANT EAGLE so long as used consistent with the parties' formal agreement.

3. The terms of this Agreement shall be worldwide in scope and shall be binding on the Parties, their affiliates, related companies, successors and assigns.

4. Each Party represents to the other that the person signing this Agreement on its behalf is authorized to do so and to bind his or her respective Party hereto.

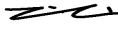
5. Each Party represents to the other that it will take all steps necessary to carryout the terms and intent of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the day and year first above written.

Accurate Grinding and Manufacturing Corporation dba Accurate Fishing Products, a District of Columbia corporation

By: _____
Name: _____
Title: _____
Date: _____

Eposeidon Outdoor Adventure Inc., a New York corporation

By:  _____
Name: Tianshi Cui
Title: CEO
Date: August 24, 2020

1. Eposeidon consents to Accurate's use and registration of the VALIANT trademark set forth above for the goods applied for therein. Eposeidon will not take any action against Accurate's use and registration of the trademark VALIANT.

2. Accurate consents to Eposeidon's registration of the trademark VALIANT EAGLE for the goods covered in the registration and so long as used consistent with the parties' formal agreement. Accurate will not take any action against Eposeidon's use and registration of the trademark VALIANT EAGLE so long as used consistent with the parties' formal agreement.

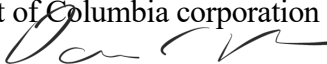
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IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the day and year first above written.

Accurate Grinding and Manufacturing Corporation dba Accurate Fishing Products, a District of Columbia corporation

By: 
Name: David C Nilsen
Title: Owner
Date: August 21, 2020

Eposeidon Outdoor Adventure Inc., a New York corporation

By: _____
Name: _____
Title: _____
Date: _____