

SETTLEMENT & CONSENT TO USE AND REGISTRATION AGREEMENT

This SETTLEMENT & CONSENT TO USE AND REGISTRATION AGREEMENT (the "Consent Agreement") is made by and between Rascal Holdings LLC, a Wyoming limited liability company with an address at 4623 Heatherbrook Drive, Dallas, Texas 75244 ("Rascal Holdings") and Rascal Clothing Ltd, a United Kingdom Company located at Oaklands, Clyde Road, Hoddesdon, Hertfordshire, EN11 0BE, United Kingdom ("Rascal Clothing"). This Agreement is effective as of the last date signed by either Rascal Holdings or Rascal Clothing (the "Effective Date"). Each of the parties will sometimes be referred to herein individually as "Party" and will sometimes collectively be referred to as the "Parties."

Recitals

A. Rascal Clothing filed U.S. Application Serial Nos. 88134337 and 88134339 on September 27, 2018, pursuant to 15 U.S.C. § 1051(b), seeking registration of the RASCAL & Design and the RASCAL CLOTHING marks in connection with "tracksuits; t-shirts; shorts; sweatshirts; hooded sweatshirts; jogging pants; caps; hats; clothing; footwear; headgear" in Class 25, and has been using the RASCAL & Design and the RASCAL CLOTHING marks in United States commerce since at least as early as September 28, 2015 (together, the "Rascal Clothing Marks");

B. Rascal Holdings filed U.S. Application Serial No. 87938353 on May 28, 2018, pursuant to 15 U.S.C. § 1051(b), seeking registration of the RASCAL mark (the "Rascal Mark") in connection with "Aprons; Beachwear; Belts; Bottoms as clothing; Capes; Capes for use in salons and barber shops; Caps being headwear; Cardigans; Coats; Footwear; Gloves; Hats; Jackets; Jeans; Neckties; Nightwear; Overcoats; Pajamas; Pants; Pullovers; Rain coats; Scarves; Shirts; Shorts; Smocks; Socks; Suits; Suspenders; Sweaters; Sweatshirts; Swim suits; Tops as clothing; Undergarments; Underwear; Vests; Bow ties; Business wear, namely, suits, jackets, trousers, blazers, blouses, shirts, skirts, dresses and footwear; Fitted shoe or boot covering to protect the shoes or boot from water or other damage; Men's and women's jackets, coats, trousers, vests; Short-sleeved or long-sleeved t-shirts" in Class 25;

C. The USPTO issued a preliminary objection to the registration of Application Serial Nos. 88134337 and 88134339 for the Rascal Clothing Marks, citing Rascal Holdings' prior filed Application Serial No. 87938353 for the Rascal Mark as a possible bar to registration;

D. The Parties wish to define their rights in order to avoid public confusion and any controversy between the Parties and to manifest the consent of each Party to the continued use and registration by the Parties of their respective marks;

NOW, THEREFORE, in order to avoid confusion and to indicate the consent of each Party to the continued use and registration of the other Party's above-described marks, the Parties, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, agree as follows:

1. The Parties, being familiar with the marketplace in which their respective marks are used, agree that the use of their respective marks is not likely to cause any confusion, mistake or deception because:

- a.** The respective goods and services are different in nature;
- b.** The respective channels of marketing and trade are different;
- c.** The respective consumers are different;
- d.** The respective marks have different meanings and present different commercial impressions; and
- e.** To the best of each Party's knowledge, there has been no actual confusion.

2. For the reasons stated above:

a. Rascal Clothing hereby consents to the use and registration of the Rascal Mark by Rascal Holdings in connection with the goods and services identified in Application Serial No. 87938353;

b. Rascal Holdings hereby consents to the use and registration of the Rascal Clothing Marks by Rascal Clothing in connection with the goods identified in Application Serial Nos. 88134337 and 88134339.

3. The Parties agree to cooperate and consult with one another in good faith should future conditions or developments create a likelihood of confusion arising from use of their respective marks. The Parties further agree to take reasonable steps to avoid confusion that may arise in the future.

4. The mutual consent provisions of this Agreement shall be contingent upon the USPTO's withdrawal of the objection to the registration of Application Serial Nos. 88134337 and 88134339 based on the prior filed Application Serial No. 87938353, and notwithstanding any other provision of this Agreement, Rascal Clothing shall not be precluded from seeking extensions of time to oppose or opposing registration of Application Serial No. 87938353 until it can be determined if the USPTO will withdraw its objection to register Application Serial Nos. 88134337 and 88134339 based on the prior filed Application Serial No. 87938353.

5. The geographic scope of this Agreement is the United States only.

6. This Agreement will bind and inure to the benefit of the successors, affiliates, and assigns of the Parties, including without limitation to any assignee of either Parties' above-described marks. The Parties agree that the rights and obligations granted under this Agreement to them may be transferred to a third party without the express consent of the other Party. The Parties each agree to execute and deliver to the other Party any and all reasonably requested consent agreements or other documents that are needed to effectuate the intent of this Agreement.

7. This Agreement may be executed in any number of counterparts or duplicates, each of which shall be deemed an original, but such counterparts or duplicates shall together constitute one and the same Agreement. Signatures hereon may be exchanged and transmitted by facsimile or e-mail, and shall be sufficient and fully binding.

IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement on the date last signed below.

Rascal Holdings LLC
(Rascal Holdings)

Signature: 

Name: Ben Davis

Title: CEO

Date: Aug 14, 2020

Rascal Clothing Ltd
(Rascal Clothing)

Signature: 

Name: Neil James Greendale

Title: ceo / director

Date: 22/09/2020