

EXHIBIT A

CONSENT TO REGISTRATION

This Consent to Registration is made and entered into by and between I.M.L., SLU, an Andorra company with an address of Avinguda Sant Antoni Nr. 27, La Massana, Andorra (“IML”), and Immersive Media Company, a Washington corporation with an address of 1700 Main Street, Suite 222, Washougal, Washington 98671, U.S.A. (“Immersive”; Immersive and IML each a “Party” and together the “Parties”).

WHEREAS, on April 27, 2020, IML filed U.S. Application Serial No. 88889658 for specified services in International Class 35 and U.S. Application Serial No. 88889648 for specified services in International Classes 38, 41, 42, and 45, both for the mark shown below:



(the “IML Logo”; the trademark applications listed above, together, the “IML Applications”);

WHEREAS, Immersive is the owner of two U.S. trademark Registrations for the IMLIVE mark, namely, U.S. Registration No. 3935444 for specified goods in International Class 9 and U.S. Registration No. 3938794 for specified services in International Class 38 (together, the “Immersive Registrations”);

WHEREAS, on July 29, 2020, the USPTO cited the Immersive Registrations as a bar to registration of the IML Applications; and

WHEREAS, the Parties believe that their respective marks can coexist and therefore desire to resolve the dispute between them amicably.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree and acknowledge the following:

1. The Parties believe that there is no likelihood of confusion between the IML Logo and Immersive’s IMLIVE mark based upon, among other things, (a) the Parties’ respective marks have been coexisting in the marketplace for years with no instances of actual confusion; (b) the visual differences in the marks created by the design elements in the IML Logo; (c) differences in the Parties’ respective goods and services; and (d) differences in the Parties’ trade channels.
2. The Parties agree to cooperate and take reasonable steps to ensure that there is no likelihood of confusion resulting from the Parties’ respective use of their marks. In the unlikely event that either Party becomes aware of substantial actual confusion occurring as a result of the Parties’ respective uses of their marks, the Parties agree to negotiate in good faith to agree on steps to be taken to ameliorate such actual confusion.
3. Immersive consents to the registration and use by IML of the IML Logo for the goods and services identified in the IML Applications.

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4. The Parties acknowledge and agree that an executed copy of this Consent Agreement may be submitted by IML to the USPTO in support of the IML Applications.

5. This scope of this Consent Agreement is the United States, including its possessions and territories.

IN WITNESS WHEREOF, the Parties hereto enter into this Agreement on the last date set forth below.

Dated: La Massana, Andorra
4/27/2021, 2021

I.M.L., SLU

By:  _____
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Name: Yair SHAI

Title: CEO

Dated: Los Angeles, California
May 3, 2021

IMMERSIVE MEDIA COMPANY

By:  _____

Name: Joseph M. Gabriel

Title: Secretary