

TRADEMARK CONSENT TO REGISTER AND COEXISTENCE AGREEMENT

This Trademark Consent to Register and Coexistence Agreement (“Agreement”) is made and entered into between Yellow Brand Protection ZERO AB, a corporation duly organized and existing under the laws of Sweden (“Yellow”) and Amazon Technologies, Inc., a Nevada corporation with an address of 410 Terry Avenue North, Seattle, Washington 98109 (“Amazon”). Yellow and Amazon are herein collectively referred to as the Parties or individually as a Party.

WHEREAS, Amazon owns pending U.S. Application Serial No. 88/319,286 for AMAZON PROJECT ZERO (design) covering services in International Class 35 which is currently suspended pending the outcome of Yellow’s U.S. Application Serial No. 79/218,742 for ZERO covering goods and services in International Classes 9, 35 and 45;

WHEREAS, the Parties are willing to peacefully co-exist and seek to cooperate to avoid possible confusion in the marketplace; and

NOW, THEREFORE, in consideration of the mutual covenants, representations and agreements hereinafter stated and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties agree as follows:

1. The Parties are familiar with the uses of the respective marks in the marketplace and agree that based on the following combination of factors: (a) overall differences between ZERO and the AMAZON PROJECT ZERO (design), including the presence of the AMAZON house mark, (b) the differences in the respective channels of trade and target consumers, and (c) other relevant factors, there is no likelihood of confusion and there should be none in the future. Accordingly, the parties agree to co-exist in the US and all other countries worldwide.
2. Yellow hereby consents to Amazon’s registration of AMAZON PROJECT ZERO (design) and agrees to execute and deliver all such additional documents, consents, instruments, and certificates as Amazon may reasonably request in connection with the securing and/or maintaining of the registration(s) for mark in Amazon’s name for the benefit of Amazon. Yellow agrees that it will not directly or indirectly oppose, contest, object, petition to cancel, or otherwise challenge Amazon’s use or registration of the mark or renewals of any registration for the mark.
3. The Parties agree that in the event that there is any confusion or mistake by a consumer or customer as to whether the Parties or their respective goods or services are associated or affiliated, or if any instances of confusion, mistake or deception occur, the Parties will work together in good faith to correct the misunderstanding and will take reasonable steps necessary to avoid any future instances.

4. Each Party represents and warrants that it has freely agreed to this Agreement, fully intending to be bound by the terms and conditions contained herein; that it has full corporate power and authority to execute, deliver, and perform this Agreement; that prior to the date of this Agreement, all corporate action of the Party necessary for the execution, delivery, and performance of this Agreement by the Party has been duly taken; and that this Agreement has been duly authorized and executed by the Party, is the legal, valid, and binding obligation of the Party, and is enforceable as to it in accordance with its terms throughout the world. The Parties agree that this Agreement shall be governed, construed and interpreted under and according to the laws of the Washington. The Parties hereby consent to the personal jurisdiction and venue in the state of Washington for any matter or proceeding relating to this Agreement.

IN WITNESS WHEREOF, the Parties, through their duly authorized representatives, have executed this Agreement on the dates indicated below.

SIGNED:

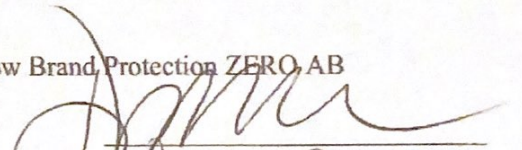
Date August 28, 2021

Yellow Brand Protection ZERO AB

By:

Signed:

Title:


Jane Fiddle
Chief Legal Officer

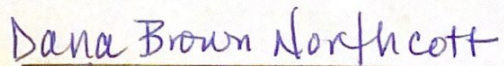
Date 9 September 2021

AMAZON TECHNOLOGIES, INC.

By:

Signed:

Title:


Dana Brown Northcott
Vice President