

CONSENT AGREEMENT

This consent agreement ("Agreement") is effective as of the last date signed by the parties (the "Effective Date"), and is made by and between The Kane Company, Inc., a New Hampshire corporation ("Applicant"), and KeyCorp, an Ohio corporation ("KeyCorp").

On September 27, 2018, Applicant filed two applications with the U.S. Patent & Trademark Office ("USPTO") seeking to register (1) the mark KANE, and (2) the stylized mark THE KANE COMPANY, INC. KANE COMMERCIAL INDUSTRIAL REAL ESTATE (collectively, "Applicant's Marks"), each identifying "Commercial and industrial real estate brokerage, leasing, consulting, and property and asset management services" in Class 36, and "Commercial and industrial real estate development services" in Class 37 (collectively, "Applicant's Services"). The USPTO assigned those applications Serial Nos. 88/134,288 and 88/134,365, respectively (collectively, the "Applications"). The USPTO refused to register Applicant's Marks for Applicant's Services under Section 2(d) of the Trademark Act, in each case, citing Registration No. 5,259,738 owned by KeyCorp for the mark CAIN BROTHERS covering "Financial advisory and consultancy services; Investment banking services; Real estate brokerage" in Class 36 (the "Cited Mark").

Both Applicant and KeyCorp believe that confusion between Applicant's Marks and the Cited Mark is unlikely due to the cumulative dissimilarities between the marks in terms of appearance, sound, meaning, and overall commercial impression, and the high degree of care and analysis that consumers exercise prior to purchasing the parties' services, which are highly personalized in nature. Furthermore, Applicant's Marks and the Cited Mark have coexisted in the marketplace for at least 35 years, and the parties are not aware of any instance of actual confusion that has occurred as between their respective marks and services.


Although the parties believe that confusion is unlikely between their respective marks and services, the parties will nevertheless cooperate with each other to take steps

necessary to minimize the likelihood of customer confusion arising in the future, should the need arise. Specifically, the parties shall refrain from advertising their services in a manner that communicates an affiliation with the other. Furthermore, in the unlikely event that either party becomes aware of any claim of actual consumer confusion resulting from the simultaneous use of the parties' marks: (i) such party promptly shall advise the other party of the claim with details of such claim; and (ii) the parties shall take reasonable steps to address the confusion and prevent its future occurrence.


Accordingly, KeyCorp hereby consents to Applicant's use and registration of Applicant's Marks for Applicant's Services, as identified in the Applications. For the avoidance of doubt KeyCorp's consent stated in this paragraph shall not extend or apply to any trademark, service mark, brand or trade name other than Applicant's Marks as defined in this Agreement, and shall not be construed to extend or apply to any trademark, service mark, brand or trade name of any person or entity other than Applicant.

Each party, by its duly authorized representative, is signing this Agreement on the date written below that party's signature.

THE KANE COMPANY, INC.

By: 
Name: Michael Kane
Title: CEO
Date: Feb. 13, 2020

KEYCORP

By: 
Name: Carrie Benedict
Title: Assistant Secretary
Date: February 27, 2020