

Consent to Registration and Use

This Consent to Registration and Use (“**Consent**”), dated as of the date the second party signs this Consent below (“**Effective Date**”), is by and between Duke University, a North Carolina non-profit corporation with an office located at 310 Blackwell Street, 4th Floor, Durham, NC 27701 (“**Duke**”), and American Printing House for the Blind, a Kentucky non-profit corporation with an office located at 1839 Frankfort Avenue, Louisville, Kentucky 40206 (“**APH**”).

WHEREAS, Duke is the owner of pending U.S. Application Ser. Nos. 88201380 and 88201376 to register the FAMILY CONNECTS INTERNATIONAL word mark and the FAMILY CONNECTS design mark (the “**Duke Marks**”) in connection with the services set forth in those applications (the “**Duke Services**”);

WHEREAS, APH is the owner of U.S. Registration No. 3520556 for the mark FAMILYCONNECT (the “**APH Mark**”) in connection with the services set forth in that registration (the “**APH Services**”); and

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Consent to Registration and Use. APH expressly consents to the use and registration by Duke of the Duke Marks in connection with the Duke Services; provided that (a) the Duke Marks will not be used as a single word (e.g., FAMILYCONNECTS) or in a singular form (e.g., FAMILY CONNECT), and (b) the Duke Services shall not be focused in any significant manner on providing information and/or services concerning eye conditions or visual impairments.

2. No Likelihood of Confusion. So long as Duke meets its obligations under Section 1 above, the parties believe that there is and will be no likelihood of confusion resulting from the simultaneous use and registration of the Duke Marks and the APH Mark for the parties’ respective goods and services as set forth herein because, among other things: (a) the parties’ respective marks are different in sight, sound, meaning, and commercial impression; and (b) the parties’ respective services are different from one another and are provided to different groups of consumers through different trade channels.

3. Further Efforts; Cooperation. Each party agrees that it will not advertise or promote its goods or services under its respective marks in a manner that implies that such party or its goods or services are affiliated or connected with the other party or the other party’s goods or services. In the unlikely event that either party becomes aware of any actual consumer confusion resulting from the simultaneous use of its marks as permitted by this Consent: (a) such party shall promptly advise the other party of the details of such confusion; and (b) the parties shall take prompt and commercially reasonable steps to address the confusion and prevent its recurrence.

4. Good Faith Cooperation. The parties agree that they have a common interest in preventing any misunderstandings or differences that may arise between them from becoming claims against one another. Accordingly, the parties agree to undertake good faith efforts to

identify in advance and discuss the causes of any actual or potential disputes related to this Consent.

5. Governing Law; Modification. This Consent is governed by Kentucky law, without regard to any conflict of laws provisions. This Consent may only be amended, modified, or supplemented by an agreement in writing signed by both parties.

6. Entire Agreement. This Consent constitutes the entire agreement of the parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, whether written or oral, with respect to each subject matter.

IN WITNESS WHEREOF, the parties hereto have executed this Consent as of the Effective Date.

Duke University

American Printing House for the Blind

Signature: 

Signature: 

Printed Name: Kate S. Hendricks

Printed Name: Anne Durham

Title: Deputy University Counsel

Title: VP/CO Innovation & Strategy

Date: 2/18/2020

Date: 2/20/2020

Exhibit A
(Duke Services)

Class 35: providing information about supporting newborns and their families, namely, best practices, strategies, and tips related to healthcare, parenting, parent mental health, and connections to community agencies.

Class 44: consulting services related to the implementation of a model for supporting newborns and their families, namely, best practices, strategies, and tips related to healthcare, parenting, parent mental health, and connections to community agencies.

Exhibit B
(APH Services)

Class 44: Providing on-line information on conditions of the eye, available services and education for parents and families of children with visual impairments.